

RICHARD WARREN, PRESIDENT  
SHELLEY FULLER, BOARD MEMBER  
RACHEL COTTON, BOARD MEMBER  
CHUCK ENGELKEN, BOARD MEMBER



DANNY EARP, BOARD MEMBER  
JOHN BLAKEMORE, BOARD MEMBER  
NANCY OJEDA, VICE-PRESIDENT

## CITY OF LA PORTE DEVELOPMENT CORPORATION MEETING AGENDA

Notice is hereby given of a meeting of the City of La Porte Development Corporation to be held on April 26, 2021, at the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas, beginning at 5:00 pm to consider the following items of business:

Social distancing protocols will be in effect in the Council Chambers.

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

<https://us02web.zoom.us/j/89714483851?pwd=YmJrMm94MVFkRXhzUnZlWjA2UGZhQT09>

Join by phone at 888 475 4499 or 877 853 5257. The meeting ID is 897 1448 3851. The passcode is 895092.

1. **CALL TO ORDER**
2. **CITIZEN COMMENT** (Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)
3. **AUTHORIZATIONS**
  - (a) Presentation, discussion, and possible action to approve the minutes of the March 22, 2021, meeting. [President Warren]
  - (b) Presentation, discussion, and possible action to approve an amended and restated economic development incentive agreement between the La Porte Development Corporation, and Marion Campise and Vicki Campise, for the use of Type B Development Corporation Sales Tax Funds for refurbishment/renovation of the old bank building located at 100 W. Main Street in La Porte, Texas. [Jason Weeks, Assistant City Manager]
  - (c) Presentation, discussion and possible action to approve an enhancement grant in the amount of \$14,140.88 to the applicant, Mike Snider for the sign enhancements for his business, Snider Transmission, which is located at 10335 W. Fairmont Parkway in La Porte, Texas. [Jason Weeks, Assistant City Manager]
  - (d) Presentation, discussion and possible action to provide staff feedback and possibly approve design options for the three (3) remaining electric utility box mini-murals in the downtown La Porte area. [Jason Weeks, Assistant City Manager]
  - (e) Presentation, discussion, and possible action concerning public art program in the City of La Porte. [Jason Weeks, Assistant City Manager]
4. **SET NEXT MEETING**
5. **BOARD COMMENTS** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Committee members and City staff, for which no formal action will be discussed or taken.*

## 6. ADJOURN

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

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

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

### **CERTIFICATE**

I, Lee Woodward, City Secretary, do hereby certify that a copy of the April 26, 2021, La Porte Development Corporation Board agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, [www.LaPorteTX.gov](http://www.LaPorteTX.gov), in compliance with Chapter 551, Texas Government Code.

DATE OF

POSTING

TIME OF

POSTING

TAKEN DOWN

\_\_\_\_\_

*Lee Woodward*

\_\_\_\_\_

Lee Woodward, City Secretary

RICHARD WARREN, PRESIDENT  
NANCY OJEDA, VICE-PRESIDENT  
RACHEL COTTON, BOARD MEMBER  
CHUCK ENGELKEN, BOARD MEMBER



DANNY EARP, BOARD MEMBER  
JOHN BLAKEMORE, BOARD MEMBER  
VACANT, BOARD MEMBER

## MINUTES OF THE LA PORTE DEVELOPMENT CORPORATION BOARD MEETING OF March 22, 2021

The City of La Porte Development Corporation Board met on Monday, March 22, 2021, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 4:30 p.m., with the following in attendance:

**Board members present:** Richard Warren, Danny Earp, Rachel Cotton, Chuck Engelken, Nancy Ojeda, John Blakemore

**Board members attending remotely:** None

**Board members absent:** None

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

1. **CALL TO ORDER** – President Warren called the meeting to order at 4:30 p.m.
2. **CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*

There were no speakers.

### 3. AUTHORIZATIONS

- (a) **Presentation, discussion, and possible action to approve the minutes of the January 25, 2021, meeting. [President Warren]**

Member Ojeda moved to approve the minutes of the January 25, 2021, meeting; the motion was seconded by Member Earp; the motion was adopted, 6-0.

- (b) **Presentation, discussion, and possible action to approve an extension to the benchmarks by amending the development agreement for refurbishment/renovation of the old bank building located at 100 W. Main Street in La Porte, Texas. [Jason Weeks, Assistant City Manager]**

Member Earp moved to approve an extension to the benchmarks to May 15, by amending the development agreement for refurbishment/renovation of the old bank building located at 100 W. Main Street in La Porte, Texas; the motion was seconded by Member Blakemore; the motion was adopted, 6-0.

- (c) Presentation, discussion, and possible action to approve additional funding of an approved project and to begin 60-day comment period once notice is given in order to complete refurbishment/renovation of the old bank building located at 100 W. Main Street in La Porte, Texas. [Jason Weeks, Assistant City Manager]

Member Earp moved to deny the request for additional funding of \$45,000 and \$50,000 no-interest loan in order to complete refurbishment/renovation of the old bank building located at 100 West Main Street in La Porte, Texas; the motion was seconded by Member Engelken; the motion was adopted, 5-1, Warren voting in opposition to the motion.

**4. SET DATE FOR NEXT MEETING**

The next meeting was scheduled for April 26.

- 5. BOARD COMMENTS** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Committee members and City staff, for which no formal action will be discussed or taken.*

There were no Committee comments.

- 6. ADJOURN** – The meeting was adjourned without objection at 4:45 p.m.

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Lee Woodward, City Secretary



## REQUEST FOR LA PORTE DEVELOPMENT CORPORATION BOARD AGENDA ITEM

Agenda Date Requested: April 26, 2021  
Requested By: Jason Weeks, Asst. City Mgr.  
Department: Administration/CMO  
☒ Report   ☐ Resolution   ☐ Ordinance

**Exhibits:** Original Development Agreement,  
Marked-up Amended Development Agreement,  
Final Amended Development Agreement, Incentive  
Application, and Letter from Applicant

| Appropriation     |   |
|-------------------|---|
| Source of Funds:  | <u>Special Programs</u>                                       |
| Account Number:   | <u>038-6030-565-9997</u>                                      |
| Amount Budgeted:  | <u>\$135,000</u>  |
| Amount Requested: | <u>N/A</u>  |
| Budgeted Item:    | <input checked="" type="radio"/> Yes <input type="radio"/> No |

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### SUMMARY & RECOMMENDATION

On February 24, 2020, staff brought to the La Porte Development Corporation Board a project in downtown La Porte. The applicant Marion (Marty) and Vicki Campise have purchased the Main Street bank building located at 100 W. Main Street. The initial estimates put the applicant's investment at \$500,000. Staff ran the project through the EDC matrix, which indicated that this project would be eligible for a \$22,365 incentive. La Porte Development Corp. determined that this particular project had the potential to have more intangible value to the City and would be a catalyst to spur additional interest and investments in Main Street.

On February 24th, the La Porte Development Corporation Board discussed the project and approved to move forward with an incentive package for this project in an amount not to exceed of \$85,000.

Subsequent to the February 24th meeting, the applicant moved further along on this project and made changes to the initial project. The applicant secured agreements with two (2) tenants to occupy the first floor of this building. These tenants are Goodies and the La Porte-Bayshore Chamber of Commerce. There was a reduction in the number of commercial business primarily due to the Chamber needing an additional 500 sq. ft. of space, thereby only allowing capacity for these two (2) commercial businesses. Additional changes reduced the number of apartments on the second floor from three (3) to two (2) due to a resident requiring 1800 sq. ft. of space. The applicant had secured

rental tenants for the apartment units. The initial investment of the applicant was increased from \$500,000 to \$700,000, with the total investment of \$850,000, including land and building at \$150,000 and the total renovations.

The development agreement provided the below benchmarks:

- Total cash incentive of \$85,000 with following payment schedule: two payments of \$40,000 and \$45,000
  - First payment of \$40,000, within 30 days of substantial completion of construction/ renovations. This payment is estimated to occur around January 2021.
  - Second payment of \$45,000 when building is occupied with four (4) full-time jobs (confirmed by documentation from each business stating such). The applicant will be responsible for maintaining jobs 5 years after 2nd payment. This payment is estimated to occur around June 2021.
- Claw-back provisions within the development agreement if the project doesn't maintain the four (4) jobs for five (5) years, each year potential claw-back amount decreases by \$17,000.

Due to several delays in starting and performing the work, the applicant has not been able to satisfy the requirements of the 1st benchmark. At the March 22, 2021 the La Porte Development Corporation Board meeting, the applicant requested an extension to the first benchmark to May 15, 2021. The LPDC Board approved the applicants request to extend the first benchmark date to May 15, 2021. Staff has worked with the Assistant City Attorney to amend the original development agreement for the approved date extension.

Staff recommends the La Porte Development Corporation Board approve the attached amended and restated development agreement for the 100 W. Main Street project for the refurbishment and renovation of the old bank building located in La Porte, Texas.

#### **ACTION REQUIRED BY BOARD**

**Approve or deny an amended and restated economic development incentive agreement between the La Porte Development Corporation, and Marion Campise and Vicki Campise, for the use of Type B Development Corporation Sales Tax Funds for refurbishment/renovation of the old bank building located at 100 W. Main Street in La Porte, Texas.**

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Approved for the La Porte Development Corporation Board meeting agenda.

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Corby D. Alexander, City Manager

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Date



**AMENDED AND RESTATED ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE LA PORTE DEVELOPMENT CORPORATION, AND MARION CAMPISE AND VICKI CAMPISE, FOR USE OF TYPE B DEVELOPMENT CORPORATION SALES TAX FUNDS**

That AGREEMENT made by and entered into the 24th day of August 2020 between the La Porte Development Corporation, a Type B non-profit corporation operating under authority of Texas Local Government Code Chapters 501 and 505, hereinafter "LPDC", and Marion Campise, hereinafter referred to as "Recipient", is hereby amended and restated as follows:.

**WITNESSETH:**

WHEREAS, the voters of the City of La Porte authorized the levying of additional sales tax within the City for promotion of economic development and the LPDC is authorized to use such tax revenues for certain qualifying projects and other economic development related purposes; and

WHEREAS, Recipient is a Texas based commercial development company that specializes in rehabilitating underutilized commercial buildings; and

WHEREAS, Recipient wishes to renovate the exterior and interior of a the building located at 100 West Main Street., and make associated site improvements, for the purpose of operating a mixed use commercial and residential facility and which would 1) result in the expenditure by Recipient of an estimated \$650,000.00 in capital improvements; and 2) employ an estimated four (4) full time personnel; and

WHEREAS, Recipient has requested that LPDC provide financial incentives to Recipient to contribute towards the cost of renovation of the property at 100 West Main Street under a qualifying project of the LPDC for infrastructure, site and related improvements, as authorized by Texas Local Government Code Chapters 501 and 505, and it is the desire of LPDC to assist in the funding of same, finding that such expenditures will promote or develop new or expanded business enterprises.

WHEREAS, Texas law and the by-laws of the LPDC require that certain expenditures and projects by the LPDC be approved by the governing body of the City; and whereas the LPDC Board has duly approved such project and the expenditures for same have been authorized by the La Porte City Council; and

NOW THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereof, as well as to the citizens of the City of La Porte, Texas, the parties have agreed and do hereby agree as follows:

**ARTICLE I**



In consideration of Recipient renovating the existing structure at 100 West Main Street and operating a mixed use commercial and residential facility at the subject site ("Building" herein), which proposal was considered in that certain public hearing authorizing a proposed project for the expenditure of LPDC funds for the promotion or development of new or expanded business enterprises, held before the LPDC on July 27, 2020, LPDC agrees to provide Recipient an incentive package consisting of a cash payment in a total sum not to exceed \$85,000.00, to be distributed in two increments of \$40,000 and \$45,000.00 each, with each distribution conditioned on the attainment of certain performance thresholds, more specifically outlined as follows:

- 1) A cash incentive payment in an amount equal to \$40,000.00 will be distributed to Recipient by LPDC, upon a) receipt by LPDC of proof of substantial completion of renovation of the Building and b) proof of minimum capital investment in the amount of \$650,000.00 applied towards renovation of the Building and related infrastructure and site work, exclusive of the cost to Recipient to purchase the existing real estate tract and vacant building. However, in no case will the \$40,000.00 payment be made by LPDC if documentation substantiating 1) substantial completion of the renovation of the Building and 2) the expenditure of no less than \$650,000.00 applied towards capital improvements to the Building is not delivered to and received by LPDC by May 15, 2021. In the case that proof of substantial completion of renovation of the Building and minimum capital investment of \$650,000.00 applied towards capital improvements to the Building is presented to LPDC on or before said May 15, 2021 deadline, the LPDC shall convene a meeting of the LPDC Board of Directors for a date no later than forty-five (45) days after receipt of proof of substantial completion of the renovation of the Building and minimum capital investment of \$650,000.00 by LPDC from Recipient. Upon verification of the substantial completion of the Building and minimum capital investment of \$650,000.00, as reflected by formal vote of the LPDC Board of Directors that Recipient has satisfied the requirements of this paragraph, LPDC will then remit the \$40,000.00 to Recipient within a period not to exceed thirty (30) days.

In the case where Recipient fails to submit proof of substantial completion of renovation of the Building and proof of a minimum capital investment in the amount of \$650,000.00 by the May 15, 2021 deadline, despite being disqualified for the incentive payment Recipient will remain eligible to qualify for receipt of the \$45,000.00 incentive payment under Paragraph 2 below, in so far as the conditions precedent for permanent employment of four positions is established in such paragraph is met. However, in such case Recipient will be required to submit proof of substantial completion of renovation of the Building in order to qualify for the incentive payments outlined in Paragraph 2 below.

- 2) A cash incentive payment in an amount equal to \$45,000.00 will be distributed to Recipient by LPDC upon delivery to the LPDC of a) an employment roster evidencing that entities leasing space within the Building cumulatively employ a minimum of four (4) full time employees at the Building site as of June 30, 2021. However, in no case will the \$45,000.00 payment be made by LPDC if proof of the employment of a minimum of four (4) full time personnel as of June 30, 2021 is not delivered to and received by LPDC by August 30, 2021. Proof of employment, for purposes of this

agreement, may be satisfied by submission to LPDC by the said August 30, 2021 deadline of a) copies of Building site lessees' 941 Report to the Internal Revenue Service and C3 Report to the Texas Workforce Commission for each employee (but with social security numbers of each employee redacted) and b) a notarized statement executed by Building site lessees affirming that a cumulative four (4) full time employees are employed in positions permanently located at the Building site.

In the case that proof of employment of four (4) full-time personnel is presented to LPDC on or before said August 30, 2021 deadline, the LPDC shall convene a meeting of the LPDC Board of Directors for a date no later than forty-five (45) days after receipt of proof of employment by lessees at the Building site by Recipient. Upon verification of employment as reflected by formal vote of the LPDC Board of Directors, LPDC will then remit the \$45,000.00 to Recipient within a period not to exceed thirty (30) days.

In the event that Recipient qualifies for the \$45,000.00 incentive installment based upon proof of employment of four (4) full-time positions by lessees located at the Building site pursuant to Article 1, Paragraph 2, above, then in such case Recipient shall be required to prove the continuous employment by lessees at the Building site of a cumulative minimum of four (4) full-time positions, for a continuous five (5) year period. At the conclusion of each calendar year during such five (5) year period, beginning on December 31, 2021, through and including December 31, 2025, Recipient shall be required to submit to the LPDC proof of employment of a minimum of four (4) full-time positions at the Building site, in the manner required under Article 1, Paragraph 2, above. Should Recipient fail to provide proof of the employment of four (4) full-time employees at the end of a calendar year, then for that year Recipient shall be responsible for remitting to the LPDC the sum of \$17,000.00 representing recapture out of the previously awarded \$85,000.00 incentive paid under this Agreement. However, in the instance that Recipient provides proof of employment of a minimum of four (4) full-time positions at the end of a calendar year, Recipient shall be relieved from the obligation to remit to the LPDC \$17,000.00 recapture for that year.

If Recipient fails to qualify for the \$40,000 incentive installment provided for in Article I, Paragraph 1 but qualifies for payment of the \$45,000.00 payment under Article 1, Paragraph 2, then in that case the obligations of Recipient to maintain the continuous employment of four (4) full-time personnel at the Building site shall continue to apply, but in the case of failure to maintain employment of four (4) full-time employees at the Building site shall subject Recipient to the requirement to remit to the LPDC \$9000.00 as recapture out of the previously awarded \$45,000 incentive paid under this Agreement, instead of \$17,000.00.

## **ARTICLE II**

All funds received as herein provided shall be solely for the purpose of contributing towards Recipient's costs in the renovation of the exterior and interior of the building located at 100 West Main Street and for the making of associated site and infrastructure improvements, to operate a mixed-use commercial and residential facility. Recipient further acknowledges that the incentive grant provided for herein is tied to a project of the LPDC for the promotion or development of new or expanded business enterprises, as authorized by Texas Local Government Code chapters 501 and 505.

### **ARTICLE III**

Disbursement and/or retention of the cash incentive identified in Article I of this Agreement shall be made as follows:

- A. Disbursement shall be made to Recipient, subject to the satisfaction of the conditions precedent or conditions subsequent contained within Article I of this Agreement.
- B. LPDC's obligation to Recipient shall not exceed \$85,000.00, nor shall LPDC be obligated to reimburse Recipient for requests delivered to LPDC after the termination of this Agreement.

### **ARTICLE IV**

Recipient understands that the funds paid to Recipient by the LPDC are derived from tax revenues collected under Texas Local Government Code 505.252, and that LPDC has estimated the tax revenues to be collected during the term of this Agreement. Recipient further understands, acknowledges, and agrees that if the tax revenue actually collected is less than 90% of the estimated tax revenues to be collected in any fiscal year during the term of this Agreement, LPDC will be under no obligation to provide funding to Recipient for any payment or payments during or after the fiscal year for which there is a revenue shortfall. Upon execution of the Agreement, funds will be placed in a City of La Porte designated commitment account for purposes of this Agreement.

### **ARTICLE V**

In the event of any default by Recipient hereunder, including, but not limited to, use of the funds provided herein for purposes other than those stated in Article I of this Agreement, LPDC may cease all future payments hereunder and terminate this Agreement. In addition, LPDC shall have the right to reclaim and recapture, and Recipient shall refund, any funds that are not spent in accordance with the terms of this Agreement, including 1) LPDC funds spent by Recipient in contravention of this Agreement and 2) any LPDC funds previously paid to Recipient but not yet spent by Recipient. In each such case, the previously paid cash payment or payments shall be remitted to the LPDC within sixty (60) of receipt of written demand for same.

Any breach of this covenant shall be grounds for immediate termination of the distribution of funds.

### **ARTICLE VI**

The term of this Agreement is for a period beginning on the date of approval by LPDC and ending July 31, 2026.

### **ARTICLE VII**

All funds provided by the LPDC pursuant to this Agreement may be used only for the purposes authorized by this Agreement. Notwithstanding Article I, above, City shall be under no obligation to

make any fund disbursements if the reports required under this Article have not been delivered to the LPDC.

#### **ARTICLE VIII**

This Agreement does not create any joint venture, partnership, or agency relationship between the LPDC and Recipient. Recipient shall have exclusive control of, and the exclusive right to control the details of the work to be performed by Recipient hereunder and all personnel performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall any person participating in or performing any of Recipient's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the LPDC.

#### **ARTICLE IX**

Recipient agrees to assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, by or from the carrying on of work by Recipient or in the performance of services performed and to be performed by Recipient hereunder. Recipient covenants and agrees to, and does hereby indemnify, defend, and hold harmless LPDC and all their respective officers, agents, and employees from all suits, actions, claims, and expenses of any character, including attorney's fees, brought for or incurred on account of any injuries or damages, whether real or asserted, sustained by any person or property by or in consequence of any intentional or negligent act, omission, or conduct of Recipient, its agents, servants or employees.

#### **ARTICLE X**

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

#### **ARTICLE XI**

Recipient shall adhere to all local, state, and federal laws and regulations that may affect its actions made pursuant to this Agreement, and shall maintain in effect during the term of this Agreement any and all federal, state, and local licenses and permits which may be required of Recipients generally.

#### **ARTICLE XII**

Recipient may not assign this Agreement, or any of the benefits provided herein including but not limited to incentive payments identified in Article I, without the written consent of LPDC.

#### **ARTICLE XIII**

The waiver by LPDC of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

#### **ARTICLE XIV**

The obligations of the Parties to this Agreement are performable in Harris County, Texas and if legal action is necessary to enforce same, venue shall lie in Harris County, Texas.

#### **ARTICLE XV**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **ARTICLE XVI**

This Agreement may be executed in triplicate, each of which shall be deemed an original and constitute one and the same instrument.

#### **ARTICLE XVII**

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

#### **ARTICLE XVIII**

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

#### **ARTICLE XIX**

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

SIGNED AND AGREED to by LPDC and Recipient and EFFECTIVE on the date indicated below.

LA PORTE DEVELOPMENT CORPORTION

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Richard Warren, President

ATTEST

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Secretary of the Corporation

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Marion Campise

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Vicki Campise

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DATE

**AMENDED AND RESTATED ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE LA PORTE DEVELOPMENT CORPORATION, AND MARION CAMPISE AND VICKI CAMPISE, FOR USE OF TYPE B DEVELOPMENT CORPORATION SALES TAX FUNDS**

THIS ~~That~~ AGREEMENT made by and entered into this ~~the~~ 24th day of August 2020 between the La Porte Development Corporation, a Type B non-profit corporation operating under authority of Texas Local Government Code Chapters 501 and 505, hereinafter "LPDC", and Marion Campise, hereinafter referred to as "Recipient", **is hereby amended and restated as follows:**

**WITNESSETH:**

WHEREAS, the voters of the City of La Porte authorized the levying of additional sales tax within the City for promotion of economic development and the LPDC is authorized to use such tax revenues for certain qualifying projects and other economic development related purposes; and

WHEREAS, Recipient is a Texas based commercial development company that specializes in rehabilitating underutilized commercial buildings; and

WHEREAS, Recipient wishes to renovate the exterior and interior of a the building located at 100 West Main Street., and make associated site improvements, for the purpose of operating a mixed use commercial and residential facility and which would 1) result in the expenditure by Recipient of an estimated \$650,000.00 in capital improvements; and 2) employ an estimated four (4) full time personnel; and

WHEREAS, Recipient has requested that LPDC provide financial incentives to Recipient to contribute towards the cost of renovation of the property at 100 West Main Street under a qualifying project of the LPDC for infrastructure, site and related improvements, as authorized by Texas Local Government Code Chapters 501 and 505, and it is the desire of LPDC to assist in the funding of same, finding that such expenditures will promote or develop new or expanded business enterprises.

WHEREAS, Texas law and the by-laws of the LPDC require that certain expenditures and projects by the LPDC be approved by the governing body of the City; and whereas the LPDC Board has duly approved such project and the expenditures for same have been authorized by the La Porte City Council; and

NOW THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereof, as well as to the citizens of the City of La Porte, Texas, the parties have agreed and do hereby agree as follows:

**ARTICLE I**

In consideration of Recipient renovating the existing structure at 100 West Main Street and operating a mixed use commercial and residential facility at the subject site ("Building" herein), which proposal was considered in that certain public hearing authorizing a proposed project for the expenditure of LPDC funds for the promotion or development of new or expanded business enterprises, held before the LPDC on July 27, 2020, LPDC agrees to provide Recipient an incentive package consisting of a cash payment in a total sum not to exceed \$85,000.00, to be distributed in two increments of \$40,000 and \$45,000.00 each, with each distribution conditioned on the attainment of certain performance thresholds, more specifically outlined as follows:

- 1) A cash incentive payment in an amount equal to \$40,000.00 will be distributed to Recipient by LPDC, upon a) receipt by LPDC of proof of substantial completion of renovation of the Building and b) proof of minimum capital investment in the amount of \$650,000.00 applied towards renovation of the Building and related infrastructure and site work, exclusive of the cost to Recipient to purchase the existing real estate tract and vacant building. However, in no case will the \$40,000.00 payment be made by LPDC if documentation substantiating 1) substantial completion of the renovation of the Building and 2) the expenditure of no less than \$650,000.00 applied towards capital improvements to the Building is not delivered to and received by LPDC by May 15, 2021. In the case that proof of substantial completion of renovation of the Building and minimum capital investment of \$650,000.00 applied towards capital improvements to the Building is presented to LPDC on or before said May 15, 2021 deadline, the LPDC shall convene a meeting of the LPDC Board of Directors for a date no later than forty-five (45) days after receipt of proof of substantial completion of the renovation of the Building and minimum capital investment of \$650,000.00 by LPDC from Recipient. Upon verification of the substantial completion of the Building and minimum capital investment of \$650,000.00, as reflected by formal vote of the LPDC Board of Directors that Recipient has satisfied the requirements of this paragraph, LPDC will then remit the \$40,000.00 to Recipient within a period not to exceed thirty (30) days.

In the case where Recipient fails to submit proof of substantial completion of renovation of the Building and proof of a minimum capital investment in the amount of \$650,000.00 by the May 15, 2021 deadline, despite being disqualified for the incentive payment Recipient will remain eligible to qualify for receipt of the \$45,000.00 incentive payment under Paragraph 2 below, in so far as the conditions precedent for permanent employment of four positions is established in such paragraph is met. However, in such case Recipient will be required to submit proof of substantial completion of renovation of the Building in order to qualify for the incentive payments outlined in Paragraph 2 below.

- 2) A cash incentive payment in an amount equal to \$45,000.00 will be distributed to Recipient by LPDC upon delivery to the LPDC of a) an employment roster evidencing that entities leasing space within the Building cumulatively employ a minimum of four (4) full time employees at the Building site as of June 30, 2021. However, in no case will the \$45,000.00 payment be made by LPDC if proof of the employment of a minimum of four (4) full time personnel as of June 30, 2021 is not delivered to and received by LPDC by August 30, 2021. Proof of employment, for purposes of this



agreement, may be satisfied by submission to LPDC by the said August 30, 2021 deadline of a) copies of Building site lessees' 941 Report to the Internal Revenue Service and C3 Report to the Texas Workforce Commission for each employee (but with social security numbers of each employee redacted) and b) a notarized statement executed by Building site lessees affirming that a cumulative four (4) full time employees are employed in positions permanently located at the Building site.

In the case that proof of employment of four (4) full-time personnel is presented to LPDC on or before said August 30, 2021 deadline, the LPDC shall convene a meeting of the LPDC Board of Directors for a date no later than forty-five (45) days after receipt of proof of employment by lessees at the Building site by Recipient. Upon verification of employment as reflected by formal vote of the LPDC Board of Directors, LPDC will then remit the \$45,000.00 to Recipient within a period not to exceed thirty (30) days.

In the event that Recipient qualifies for the \$45,000.00 incentive installment based upon proof of employment of four (4) full-time positions by lessees located at the Building site pursuant to Article 1, Paragraph 2, above, then in such case Recipient shall be required to prove the continuous employment by lessees at the Building site of a cumulative minimum of four (4) full-time positions, for a continuous five (5) year period. At the conclusion of each calendar year during such five (5) year period, beginning on December 31, 2021, through and including December 31, 2025, Recipient shall be required to submit to the LPDC proof of employment of a minimum of four (4) full-time positions at the Building site, in the manner required under Article 1, Paragraph 2, above. Should Recipient fail to provide proof of the employment of four (4) full-time employees at the end of a calendar year, then for that year Recipient shall be responsible for remitting to the LPDC the sum of \$17,000.00 representing recapture out of the previously awarded \$85,000.00 incentive paid under this Agreement. However, in the instance that Recipient provides proof of employment of a minimum of four (4) full-time positions at the end of a calendar year, Recipient shall be relieved from the obligation to remit to the LPDC \$17,000.00 recapture for that year.

If Recipient fails to qualify for the \$40,000 incentive installment provided for in Article I, Paragraph 1 but qualifies for payment of the \$45,000.00 payment under Article 1, Paragraph 2, then in that case the obligations of Recipient to maintain the continuous employment of four (4) full-time personnel at the Building site shall continue to apply, but in the case of failure to maintain employment of four (4) full-time employees at the Building site shall subject Recipient to the requirement to remit to the LPDC \$9000.00 as recapture out of the previously awarded \$45,000 incentive paid under this Agreement, instead of \$17,000.00.

## **ARTICLE II**

All funds received as herein provided shall be solely for the purpose of contributing towards Recipient's costs in the renovation of the exterior and interior of the building located at 100 West Main Street and for the making of associated site and infrastructure improvements, to operate a mixed-use commercial and residential facility. Recipient further acknowledges that the incentive grant provided for herein is tied to a project of the LPDC for the promotion or development of new or expanded business enterprises, as authorized by Texas Local Government Code chapters 501 and 505.

### **ARTICLE III**

Disbursement and/or retention of the cash incentive identified in Article I of this Agreement shall be made as follows:

- A. Disbursement shall be made to Recipient, subject to the satisfaction of the conditions precedent or conditions subsequent contained within Article I of this Agreement.
- B. LPDC's obligation to Recipient shall not exceed \$85,000.00, nor shall LPDC be obligated to reimburse Recipient for requests delivered to LPDC after the termination of this Agreement.

### **ARTICLE IV**

Recipient understands that the funds paid to Recipient by the LPDC are derived from tax revenues collected under Texas Local Government Code 505.252, and that LPDC has estimated the tax revenues to be collected during the term of this Agreement. Recipient further understands, acknowledges, and agrees that if the tax revenue actually collected is less than 90% of the estimated tax revenues to be collected in any fiscal year during the term of this Agreement, LPDC will be under no obligation to provide funding to Recipient for any payment or payments during or after the fiscal year for which there is a revenue shortfall. Upon execution of the Agreement, funds will be placed in a City of La Porte designated commitment account for purposes of this Agreement.

### **ARTICLE V**

In the event of any default by Recipient hereunder, including, but not limited to, use of the funds provided herein for purposes other than those stated in Article I of this Agreement, LPDC may cease all future payments hereunder and terminate this Agreement. In addition, LPDC shall have the right to reclaim and recapture, and Recipient shall refund, any funds that are not spent in accordance with the terms of this Agreement, including 1) LPDC funds spent by Recipient in contravention of this Agreement and 2) any LPDC funds previously paid to Recipient but not yet spent by Recipient. In each such case, the previously paid cash payment or payments shall be remitted to the LPDC within sixty (60) of receipt of written demand for same.

Any breach of this covenant shall be grounds for immediate termination of the distribution of funds.

### **ARTICLE VI**

The term of this Agreement is for a period beginning on the date of approval by LPDC and ending July 31, 2026.

### **ARTICLE VII**

All funds provided by the LPDC pursuant to this Agreement may be used only for the purposes authorized by this Agreement. Notwithstanding Article I, above, City shall be under no obligation to

make any fund disbursements if the reports required under this Article have not been delivered to the LPDC.

#### **ARTICLE VIII**

This Agreement does not create any joint venture, partnership, or agency relationship between the LPDC and Recipient. Recipient shall have exclusive control of, and the exclusive right to control the details of the work to be performed by Recipient hereunder and all personnel performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall any person participating in or performing any of Recipient's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the LPDC.

#### **ARTICLE IX**

Recipient agrees to assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, by or from the carrying on of work by Recipient or in the performance of services performed and to be performed by Recipient hereunder. Recipient covenants and agrees to, and does hereby indemnify, defend, and hold harmless LPDC and all their respective officers, agents, and employees from all suits, actions, claims, and expenses of any character, including attorney's fees, brought for or incurred on account of any injuries or damages, whether real or asserted, sustained by any person or property by or in consequence of any intentional or negligent act, omission, or conduct of Recipient, its agents, servants or employees.

#### **ARTICLE X**

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

#### **ARTICLE XI**

Recipient shall adhere to all local, state, and federal laws and regulations that may affect its actions made pursuant to this Agreement, and shall maintain in effect during the term of this Agreement any and all federal, state, and local licenses and permits which may be required of Recipients generally.

#### **ARTICLE XII**

Recipient may not assign this Agreement, or any of the benefits provided herein including but not limited to incentive payments identified in Article I, without the written consent of LPDC.

#### **ARTICLE XIII**

The waiver by LPDC of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

#### **ARTICLE XIV**

The obligations of the Parties to this Agreement are performable in Harris County, Texas and if legal action is necessary to enforce same, venue shall lie in Harris County, Texas.

#### **ARTICLE XV**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **ARTICLE XVI**

This Agreement may be executed in triplicate, each of which shall be deemed an original and constitute one and the same instrument.

#### **ARTICLE XVII**

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

#### **ARTICLE XVIII**

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

#### **ARTICLE XIX**

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

SIGNED AND AGREED to by LPDC and Recipient and EFFECTIVE on the date indicated below.

LA PORTE DEVELOPMENT CORPORTION

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Richard Warren, President

ATTEST

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Secretary of the Corporation

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Marion Campise

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Vicki Campise

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DATE

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE LA PORTE DEVELOPMENT CORPORATION, AND MARION CAMPISE AND VICKI CAMPISE, FOR USE OF TYPE B DEVELOPMENT CORPORATION SALES TAX FUNDS**

THIS AGREEMENT made by and entered into this 24th day of August 2020 between the La Porte Development Corporation, a Type B non-profit corporation operating under authority of Texas Local Government Code Chapters 501 and 505, hereinafter "LPDC", and Marion Campise, hereinafter referred to as "Recipient".

**WITNESSETH:**

WHEREAS, the voters of the City of La Porte authorized the levying of additional sales tax within the City for promotion of economic development and the LPDC is authorized to use such tax revenues for certain qualifying projects and other economic development related purposes; and

WHEREAS, Recipient is a Texas based commercial development company that specializes in rehabilitating underutilized commercial buildings; and

WHEREAS, Recipient wishes to renovate the exterior and interior of a the building located at 100 West Main Street., and make associated site improvements, for the purpose of operating a mixed use commercial and residential facility and which would 1) result in the expenditure by Recipient of an estimated \$650,000.00 in capital improvements; and 2) employ an estimated four (4) full time personnel; and

WHEREAS, Recipient has requested that LPDC provide financial incentives to Recipient to contribute towards the cost of renovation of the property at 100 West Main Street under a qualifying project of the LPDC for infrastructure, site and related improvements, as authorized by Texas Local Government Code Chapters 501 and 505, and it is the desire of LPDC to assist in the funding of same, finding that such expenditures will promote or develop new or expanded business enterprises.

WHEREAS, Texas law and the by-laws of the LPDC require that certain expenditures and projects by the LPDC be approved by the governing body of the City; and whereas the LPDC Board has duly approved such project and the expenditures for same have been authorized by the La Porte City Council; and

NOW THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereof, as well as to the citizens of the City of La Porte, Texas, the parties have agreed and do hereby agree as follows:

**ARTICLE I**

In consideration of Recipient renovating the existing structure at 100 West Main Street and operating a mixed use commercial and residential facility at the subject site ("Building" herein), which proposal was considered in that certain public hearing authorizing a proposed project for the expenditure of LPDC funds for the promotion or development of new or expanded business enterprises, held before the LPDC on July 27, 2020, LPDC agrees to provide Recipient an incentive package consisting of a cash payment in a total sum not to exceed \$85,000.00, to be distributed in two increments of \$40,000 and \$45,000.00 each, with each distribution conditioned on the attainment of certain performance thresholds, more specifically outlined as follows:

- 1) A cash incentive payment in an amount equal to \$40,000.00 will be distributed to Recipient by LPDC, upon a) receipt by LPDC of proof of substantial completion of renovation of the Building and b) proof of minimum capital investment in the amount of \$650,000.00 applied towards renovation of the Building and related infrastructure and site work, exclusive of the cost to Recipient to purchase the existing real estate tract and vacant building. However, in no case will the \$40,000.00 payment be made by LPDC if documentation substantiating 1) substantial completion of the renovation of the Building and 2) the expenditure of no less than \$650,000.00 applied towards capital improvements to the Building is not delivered to and received by LPDC by January 31, 2021. In the case that proof of substantial completion of renovation of the Building and minimum capital investment of \$650,000.00 applied towards capital improvements to the Building is presented to LPDC on or before said January 31, 2021 deadline, the LPDC shall convene a meeting of the LPDC Board of Directors for a date no later than forty-five (45) days after receipt of proof of substantial completion of the renovation of the Building and minimum capital investment of \$650,000.00 by LPDC from Recipient. Upon verification of the substantial completion of the Building and minimum capital investment of \$650,000.00, as reflected by formal vote of the LPDC Board of Directors that Recipient has satisfied the requirements of this paragraph, LPDC will then remit the \$40,000.00 to Recipient within a period not to exceed thirty (30) days.

In the case where Recipient fails to submit proof of substantial completion of renovation of the Building and proof of a minimum capital investment in the amount of \$650,000.00 by the January 31, 2021 deadline, despite being disqualified for the incentive payment Recipient will remain eligible to qualify for receipt of the \$45,000.00 incentive payment under Paragraph 2 below, in so far as the conditions precedent for permanent employment of four positions is established in such paragraph is met. However, in such case Recipient will be required to submit proof of substantial completion of renovation of the Building in order to qualify for the incentive payments outlined in Paragraph 2 below.

- 2) A cash incentive payment in an amount equal to \$45,000.00 will be distributed to Recipient by LPDC upon delivery to the LPDC of a) an employment roster evidencing that entities leasing space within the Building cumulatively employ a minimum of four (4) full time employees at the Building site as of June 30, 2021. However, in no case will the \$45,000.00 payment be made by LPDC if proof of the employment of a minimum of four (4) full time personnel as of June 30, 2021 is not delivered to and received by LPDC by August 30, 2021. Proof of employment, for purposes of this

agreement, may be satisfied by submission to LPDC by the said August 30, 2021 deadline of a) copies of Building site lessees' 941 Report to the Internal Revenue Service and C3 Report to the Texas Workforce Commission for each employee (but with social security numbers of each employee redacted) and b) a notarized statement executed by Building site lessees affirming that a cumulative four (4) full time employees are employed in positions permanently located at the Building site.

In the case that proof of employment of four (4) full-time personnel is presented to LPDC on or before said August 30, 2021 deadline, the LPDC shall convene a meeting of the LPDC Board of Directors for a date no later than forty-five (45) days after receipt of proof of employment by lessees at the Building site by Recipient. Upon verification of employment as reflected by formal vote of the LPDC Board of Directors, LPDC will then remit the \$45,000.00 to Recipient within a period not to exceed thirty (30) days.

In the event that Recipient qualifies for the \$45,000.00 incentive installment based upon proof of employment of four (4) full-time positions by lessees located at the Building site pursuant to Article 1, Paragraph 2, above, then in such case Recipient shall be required to prove the continuous employment by lessees at the Building site of a cumulative minimum of four (4) full-time positions, for a continuous five (5) year period. At the conclusion of each calendar year during such five (5) year period, beginning on December 31, 2021, through and including December 31, 2025, Recipient shall be required to submit to the LPDC proof of employment of a minimum of four (4) full-time positions at the Building site, in the manner required under Article 1, Paragraph 2, above. Should Recipient fail to provide proof of the employment of four (4) full-time employees at the end of a calendar year, then for that year Recipient shall be responsible for remitting to the LPDC the sum of \$17,000.00 representing recapture out of the previously awarded \$85,000.00 incentive paid under this Agreement. However, in the instance that Recipient provides proof of employment of a minimum of four (4) full-time positions at the end of a calendar year, Recipient shall be relieved from the obligation to remit to the LPDC \$17,000.00 recapture for that year.

If Recipient fails to qualify for the \$40,000 incentive installment provided for in Article I, Paragraph 1 but qualifies for payment of the \$45,000.00 payment under Article 1, Paragraph 2, then in that case the obligations of Recipient to maintain the continuous employment of four (4) full-time personnel at the Building site shall continue to apply, but in the case of failure to maintain employment of four (4) full-time employees at the Building site shall subject Recipient to the requirement to remit to the LPDC \$9000.00 as recapture out of the previously awarded \$45,000 incentive paid under this Agreement, instead of \$17,000.00.

## **ARTICLE II**

All funds received as herein provided shall be solely for the purpose of contributing towards Recipient's costs in the renovation of the exterior and interior of the building located at 100 West Main Street and for the making of associated site and infrastructure improvements, to operate a mixed-use commercial and residential facility. Recipient further acknowledges that the incentive grant provided for herein is tied to a project of the LPDC for the promotion or development of new or expanded business enterprises, as authorized by Texas Local Government Code chapters 501 and 505.



### **ARTICLE III**

Disbursement and/or retention of the cash incentive identified in Article I of this Agreement shall be made as follows:

- A. Disbursement shall be made to Recipient, subject to the satisfaction of the conditions precedent or conditions subsequent contained within Article I of this Agreement.
- B. LPDC's obligation to Recipient shall not exceed \$85,000.00, nor shall LPDC be obligated to reimburse Recipient for requests delivered to LPDC after the termination of this Agreement.

### **ARTICLE IV**

Recipient understands that the funds paid to Recipient by the LPDC are derived from tax revenues collected under Texas Local Government Code 505.252, and that LPDC has estimated the tax revenues to be collected during the term of this Agreement. Recipient further understands, acknowledges, and agrees that if the tax revenue actually collected is less than 90% of the estimated tax revenues to be collected in any fiscal year during the term of this Agreement, LPDC will be under no obligation to provide funding to Recipient for any payment or payments during or after the fiscal year for which there is a revenue shortfall. Upon execution of the Agreement, funds will be placed in a City of La Porte designated commitment account for purposes of this Agreement.

### **ARTICLE V**

In the event of any default by Recipient hereunder, including, but not limited to, use of the funds provided herein for purposes other than those stated in Article I of this Agreement, LPDC may cease all future payments hereunder and terminate this Agreement. In addition, LPDC shall have the right to reclaim and recapture, and Recipient shall refund, any funds that are not spent in accordance with the terms of this Agreement, including 1) LPDC funds spent by Recipient in contravention of this Agreement and 2) any LPDC funds previously paid to Recipient but not yet spent by Recipient. In each such case, the previously paid cash payment or payments shall be remitted to the LPDC within sixty (60) of receipt of written demand for same.

Any breach of this covenant shall be grounds for immediate termination of the distribution of funds.

### **ARTICLE VI**

The term of this Agreement is for a period beginning on the date of approval by LPDC and ending July 31, 2026.

### **ARTICLE VII**

All funds provided by the LPDC pursuant to this Agreement may be used only for the purposes authorized by this Agreement. Notwithstanding Article I, above, City shall be under no obligation to

make any fund disbursements if the reports required under this Article have not been delivered to the LPDC.

## **ARTICLE VIII**

This Agreement does not create any joint venture, partnership, or agency relationship between the LPDC and Recipient. Recipient shall have exclusive control of, and the exclusive right to control the details of the work to be performed by Recipient hereunder and all personnel performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall any person participating in or performing any of Recipient's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the LPDC.

## **ARTICLE IX**

Recipient agrees to assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, by or from the carrying on of work by Recipient or in the performance of services performed and to be performed by Recipient hereunder. Recipient covenants and agrees to, and does hereby indemnify, defend, and hold harmless LPDC and all their respective officers, agents, and employees from all suits, actions, claims, and expenses of any character, including attorney's fees, brought for or incurred on account of any injuries or damages, whether real or asserted, sustained by any person or property by or in consequence of any intentional or negligent act, omission, or conduct of Recipient, its agents, servants or employees.

## **ARTICLE X**

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

## **ARTICLE XI**

Recipient shall adhere to all local, state, and federal laws and regulations that may affect its actions made pursuant to this Agreement, and shall maintain in effect during the term of this Agreement any and all federal, state, and local licenses and permits which may be required of Recipients generally.

## **ARTICLE XII**

Recipient may not assign this Agreement, or any of the benefits provided herein including but not limited to incentive payments identified in Article I, without the written consent of LPDC.

## **ARTICLE XIII**

The waiver by LPDC of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

#### **ARTICLE XIV**

The obligations of the Parties to this Agreement are performable in Harris County, Texas and if legal action is necessary to enforce same, venue shall lie in Harris County, Texas.

#### **ARTICLE XV**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **ARTICLE XVI**

This Agreement may be executed in triplicate, each of which shall be deemed an original and constitute one and the same instrument.

#### **ARTICLE XVII**

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

#### **ARTICLE XVIII**

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

#### **ARTICLE XIX**

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

SIGNED AND AGREED to by LPDC and Recipient on the dates indicated below.

LA PORTE DEVELOPMENT CORPORTION

\_\_\_\_\_  
Richard Warren, President

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Secretary of the Corporation

Marion Campise

\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_

March 11,2021

To City of La Porte Development Corporation

Pursuant to our written agreement dated August 24, 2020, between Marion Campise and The City of La Porte Development Corporation, it was agreed upon at that time that the project substantial completion date would be January 31, 2021, with 4 full time employees by June 30,2021, and final completion date would be no later than August 30, 2021.

Because of many delays beyond our control, we now have a substantial completion date of June 1, 2021, and the 4 full time employees and move in by June 30, 2021 and a final completion of August 30, 2021, which is the same as the original final date. Because of these delays, I am requesting an extension of our agreement. There were several reasons causing our date change and they are as follows:

Delays in getting our site plan approved, and the building permit, we started our permit process in February 2020 with final approval being given November18, 2020.

Delays in getting approval of plans for fire sprinkler system from City of La Porte Fire Marshall office, plans first submitted in November 2020, and permit finally granted March 5,2021.

No interior work could be started until sprinkler system was installed

COVID - 19 Virus depleted work staff of most of our vendors causing a labor and material shortage resulting in delays and cost increases.

Freezing temperatures in February brought all work in progress to a complete stop resulting in loss of 8 days.

We are extremely grateful for the monetary help from the Board. Without their assistance we would not have been able to complete the building that not only The Chamber of Commerce was expecting but Goodies as well

I personally thank you for your help and hope this gives you an insight into our delay problems

I also appreciate the help granted by our Fire Marshall and the City Planning Department

I am aware that there is a lot of new building going on in La Porte and the workload on those two departments is monumental

They are to be commended

Marty Campise



# City of La Porte

## ECONOMIC DEVELOPMENT INCENTIVES

### APPLICATION

This application must be filed at least 60 days prior to the date the City Council considers the request. Requests for incentives must be approved by the City Council prior to the beginning of construction or installation of equipment. This application will become part of the agreement between the applicant and the City of La Porte. Any knowingly false representations will be grounds for voiding the agreement. This original application must be submitted to the Economic Development Coordinator, City of La Porte 604 W. Fairmont Parkway, La Porte, Texas 77571.

#### I. APPLICANT INFORMATION

1. Date of Application: 01/29/20.
2. Company Name: MARION & VICKI CAMPISE.
3. Current Number of Employees: 0
4. Address: 100 W. MAIN ST.  
\_\_\_\_\_  
\_\_\_\_\_
5. Annual Sales: 0
6. Type of Ownership: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership  
☒ Proprietorship
7. Names(s) of principal owner(s), partner(s) or director of the company:  
MARION & VICKIE CAMPISE.  
\_\_\_\_\_  
\_\_\_\_\_
8. Corporate Headquarters' address: 1902 ROSCOE  
LA PORTE TX 77571.
9. Corporate Telephone: 281-413-3860

1 - Private Residence (Pentol) -

10. Other locations and/or places of business owned and operated by the applicant. For each location, please provide the city, state, street address and name(s) under which business is conducted:

BAY AREA OBSERVER Newspaper -  
VICKIES Antiques -  
STAZE FARM -  
SHOP THERAPY -

11. Date Organization Formed: 1996.

12. Please attach most recent annual report or financial statement.

C.M.C. to "PROVIDE"

## II. PROJECT INFORMATION

1. Type of Facility: ☐ Manufacturing  
☐ Distribution Center  
☐ Corporate Office or Service Center  
☐ Research and Development Facility  
☐ Regional Entertainment Facility  
☒ Other (please specify)  
• FOOD SALES FACILITY.  
• RETAIL  
• 3 - APARTMENTS - RESIDENTIAL.

2. Project Description: ☐ New Construction ☐ Expansion  
☒ Modernization

3. Location address of proposed project: 100 W. MAIN ST.  
LA PORTE, TX 77571.

4. County HARRIS CO  
5. School District LA PORTE INDEPENDENT SCHOOL DIST.  
6. Product(s) or Service: FOOD SALES/RETAIL SALES.

7. Attach map and legal description of project location showing proposed improvements. LOTS 18, 19, 20, 21, 1/2 S. 14<sup>TH</sup> FL. 6722,  
BLK 60.

8. Please describe the proposed use and the specific nature and extent of the project:

FOOD PRODUCT SALES TO PUBLIC.  
RETAIL SALES  
APARTMENT RENTAL.



9. Please list all improvements and equipment for the project:

Improvement Items

Cost

Complex ReBUILD  
OF INTERIOR +  
EXTERIOR

\$ 500,000.00

10. Please state all sources for financing the improvements:

BAYSIDE FINANCIAL = \$270,000.-  
Re-Finance Residence w/ BANK OF AMERICA = 200,000.-  
CITY OF LA PORR = 100,000.00 +

11. Please state the time frame or projected date of start and completion:

START DATE: 06/01/20  
COMPLETION DATE: 12/31/20

12. Improvements will be completed by January 1, 2021 (specify year).

13. Please state the productive life of the proposed improvements:

50 years.

14. Please give a general description of business personal property (property other than buildings, fixed machinery, inventory and supplies) that will be purchased as a result of the project:

General Food Prep Equip.



III. ECONOMIC INFORMATION

1. Number of persons currently employed by applicant:

Full Time Ø Part Time Ø  
Total Annual Payroll: \$ Ø

2. Number of new jobs (full time equivalent) to be created/retained by the proposed improvements:

| Number               | Estimate Annual Payroll                       | Year         |
|----------------------|---|--------------|
| At Opening <u>8</u>  | \$ <u>125<sup>1K</sup> <del>250,000</del></u> | <u>2021</u>  |
| At 3 years <u>12</u> | \$ <u>300,000.</u>                            | <u>2024</u>  |
| At 5 years <u>15</u> | \$ <u>500,000</u>                             | <u>2026.</u> |

3. Number of new jobs to be filled by persons residing in the City of La Porte or Harris County:

Full Time 15 Part Time Ø

4. Number of Peak Construction Jobs: 22.

5. In the case of modernization, please estimate the economic life of the existing facility: Ø years. Added economic life after modernization: 5Ø years.

6. In the case of modernization, please state the assessed value of the facility for the tax year immediately preceding this application:

Real Property \$ 2ØØ,ØØØ Business Personal Property \$ 5Ø,ØØØ

7. Amount of taxable sales currently being generated annually in the City of La Porte (if applicable): \$ Ø.

8. Amount of projected taxable sales that the proposed improvements will generate: \$ 4ØØ,ØØØ.

9. In the case of application based on job retention, please describe potential job loss that would occur without economic development incentives:

Ø - BLDG. IS CURRENTLY VACANT.

Company Representative to be contacted:

MARION (MARY) CAMPBELL  
Name

Title

Address

1902 ROSCOE  
LA FORT TX 77571

281-413-3860  
Telephone

Authorized Company Official:

MARY CAMPBELL  
Authorized Signature

1-29-20  
Date

MARION CAMPBELL  
Printed Name

PROPRIETOR  
Title

281-413-3860  
Telephone



## REQUEST FOR LA PORTE DEVELOPMENT CORPORATION BOARD AGENDA ITEM

Agenda Date Requested: April 26, 2021  
 Requested By: Jason Weeks, Asst. City Mgr.  
 Department: Administration/CMO  
☒ Report    ☐ Resolution    ☐ Ordinance

**Exhibits:** Program Guidelines, Application, Vendor Quotes & of current signage

| Appropriation     |   |
|-------------------|---|
| Source of Funds:  | <u>015 – General CIP Enhancement Grant</u>                    |
| Account Number:   | <u>015-9892-993-1100</u>                                      |
| Amount Budgeted:  | <u>\$192,399</u>  |
| Amount Requested: | <u>\$14,140.88</u>  |
| Budgeted Item:    | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Photo

### SUMMARY & RECOMMENDATION

In fiscal year 2009-10, the La Porte Development Corporation Board approved the Enhancement Grant Program by budgeting \$200,000 to this project. In fiscal year 2013-14 and fiscal year 2015-16, the Board approved another \$100,000 and \$107,669, respectively, for additional appropriations to the enhancement grant program project. To-date, a total of \$215,270 has been disbursed to applicants for past approved and completed enhancement grant projects. Additionally, the Board has approved \$88,718 to enhancement grant applicants that have not been disbursed. Therefore, the Board has an available fund balance for future enhancement grant project in the amount of \$103,681.

On March 31, 2021, staff received an updated Enhancement Grant application from Mike Snider for improvements to his Snider Transmission business sign, which is located at 10335 W. Fairmont Parkway in La Porte, Texas. The applicant is interested in installing two (2) 5'x10' video display screen (LED) signs in front of his transmission auto repair business. As mentioned, the building is located at 10335 W. Fairmont Parkway, which is just west of the Farrington & W. Fairmont Pkwy. intersection. The applicant estimates a total capital investment of \$28,281.75 for this project, of which 50% (\$14,140.88) is eligible for reimbursement once the project is completed.

The applicant contacted a local La Porte sign vendor (Coupland Signs) for a quote; however, Coupland Signs acknowledged that they do not offer LED display signs for his sign project. Below is the results of his bids for the signage:

Signage Bids:

- Sign of the Times (Seabrook) - \$28,281.75
- SureFire Sign Inc. (Kansas City, MO) - \$47,783.71

Based on the submitted quotes, the best value reimbursable amounts would be 50% of the Sign quote of \$14,140.88. Staff has provided documentation related to the project and the applicant will be in attendance at the meeting to respond to any questions or concerns on this project.

The applicant has met the requirements of the Enhancement Grant application; therefore, staff recommends the Board approve this enhancement grant application for a reimbursable amount not to exceed \$14,140.88.

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**ACTION REQUIRED BY BOARD**

**Approval or denial of an enhancement grant in the amount of \$14,140.88 to the applicant, Mike Snider for the sign enhancements for his business, Snider Transmission, which is located at 10335 W. Fairmont Parkway in La Porte, Texas.**

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**Approved for the La Porte Development Corporation Board meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**

## La Porte Enhancement Grant Application

Please print clearly. Please submit a completed application to:

Office of Economic Development  
City of La Porte  
604 W. Fairmont Parkway  
La Porte, TX 77571

### APPLICANT INFORMATION:

APPLICATION DATE: 4/8/21  
Applicant Name Mike Snider  
Business Name Snider Transmission  
Physical Business Address 10335 W. Fairmont PKWY, La Porte, TX 77571  
Business Owner (if different from applicant) \_\_\_\_\_  
Mailing Address 832-285-2821 Email Address Snider.transmissionLaPorte@outlook.com  
Contact Phone \_\_\_\_\_

### TYPE OF WORK (check all that apply):

- ☐ Façade ☒ Awnings/Signage  
☐ Beautification ☐ Parking Lot Improvements

### DETAILS OF PLANNED IMPROVEMENTS (attach additional pages if necessary):

Replace old worn out Marquee with  
New updated LED digital Multicolor  
Sign.



Please list the name of each Contractor and/or Project Architect and the Total Amount of each bid. Please, also, attach the original proposals and work estimates:

| CONTRACTOR/PROJECT ARCHITECT             | TOTAL        |
|--|--------------|
| 1. Sign of the Times                     | \$ 28,281.75 |
| 2. Cowplant Signs do NOT offer the Sign. | \$ N/A       |
| 3. Sure Fire Sign inc.                   | \$ 47,783.71 |
| 4.                                       | \$           |
| 5.                                       | \$           |

## BUDGET DETAIL

| PROJECT EXPENDITURES     | FUNDS | FUNDS APPLIED | TOTAL        |
|--------------------------|-------|---------------|--------------|
| Façade Rehab             | \$    | \$            | \$           |
| Awnings/Signage          | \$    | \$            | \$ 28,281.75 |
| Beautification           | \$    | \$            | \$           |
| Parking Lot Improvements | \$    | \$            | \$           |
| Other (list):            | \$    | \$            | \$           |
| TOTAL                    | \$    | \$            | \$           |

Total estimated cost of proposed project: \$

Amount requested (up to 50% of total cost, \$2,500 to \$50,000): \$ 28,281.75

Please attach color samples, model numbers (for windows, doors, etc.), photos, scaled drawings, and other illustrations of work to be completed. Please include as much detail as possible.

Your signature on this application certifies that you understand and agree with the following statements: I have met with the LPDC and I fully understand the Enhancement Grant procedures and details established. I intend to use these grant funds for the eligible renovation projects, as spelled out in the application. I have not received, nor will I receive insurance monies for this revitalization project, OR I have disclosed all pertinent insurance information. I understand that if I am awarded an Enhancement Grant, any deviation from the approved project may result in the partial or total withdrawal of the grant funds.



APPLICANT SIGNATURE

3/31/21

DATE



Snider Transmission  
 La Porte, TX

**Model: 10mm 120 x 360 SMD-RGB**

Outdoor LED digital Sign dimensions: 4' x 12'  
 Pixel Spacing: 10mm  
 Sign Matrix: 120 x 360  
 Character & Font Sizes: 2.5" text up to 48" text up to 8 lines

**Digital sign features:** UL certified and approved with internal surge protection

Engineer certified 140mph wind load for digital sign  
 Capable of displaying text, fully animated graphics, video & time and temp  
 Heavy duty thermostat controlled internal cooling fans  
 Super bright long-life LED's rated for over 110,000 hours continuous use (11 years)  
 Pixel configuration: SMD 3 led's per pixel -1 Red 1 Green 1 Blue -  
 Full color RGB high definition graphics with 281 trillion colors  
 Viewing angle: horizontal 160 degrees, 90 degrees vertical - 8,600 nits max.  
 Font & character sizes: Adjustable & unlimited based on windows-based fonts  
 Display methods: over 100 with adjustable speed control horizontal and vertical  
 Solid extruded aluminum cabinets that are rust proof  
 Easy ABC programming and included with lifetime training  
**On-Board Controller:** High speed processor 80gig hard drive weatherproof (plug and play)  
**Dedicated Laptop:** Comes pre-loaded with our movie editor software that works in unison with your display for easy content creation. Comes with over 3,000 videos and backgrounds.  
 Wireless Ethernet: The Best in wireless communication for you sign - Works up to 3 miles away with direct line of sight. 2.8 GHz frequency. Weather proof cabinets.  
**Warranty:** 5 years unlimited parts 1<sup>st</sup> year Included free on site service!  
**Electrical & communication:** This bid includes customer to provide electrical service to the sign.  
**Bid includes:** turn key install, engineering drawings permits & dedicated laptop.  
 Delivery: 8-10 weeks

Price: \$31,126.33 10MM HD Resolution 4' x 12' Double Sided & New lighting for static sign  
 -\$6000.00 Family Discount for Snider Family  
 \$26,126.33

**Lease option \$0 down \$553 a month \$14 a DAY**

Tax \$2,166.42  
 Total \$28,281.76

Terms: Cash Deposit: 60% Down / 40% on completion

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_  
Quote valid for 30 days



**SureFire Sign Inc .**  
**15215 State Hwy 92**  
**Kansas City, MO 64060**  
**Tel: (855) 374-7446**



**SIGN PROPOSAL**

**Slider Transmission**  
**10335 W Fairmont Pkwy**  
**La Porte TX**  
**281-470-1780**

**Consultant-Specialist: Tom DeGroot**  
**Email: tom@surefiresignsinc.com**  
**Direct: 832-715-0958**

**Date 11-04-2020**

| Classic-Series High Output High Definition LED Display |  | AMOUNT    |
|--|--|-----------|
| Model # P-16   | (2) 5' X 10' Video Display Screens   | 42,593.00 |
| Display & Screen Size                                  | 5ft X 10ft No Trim or Boarder  |           |
| Upgradeable Resolution                                 | Yes  |           |
| Resolution - Matrix                                    | 90 X 180   |           |
| LED's Per Pixel  | (3) 1-Red 1 Blue 1 Green   |           |
| LED's Per Module                                       | 972  |           |
| LED's Per Face   | 38,880 Double Face 77,760  |           |
| Cost Per LED   | 54 cents per LED   |           |
| LED Rating   | 100,000 + ( 11.4 years )   |           |
| Module Type  | Cam-Lock w/cam key   |           |
| RGB Full Color   | 281.4 Trillion Colors  |           |
| Module Size  | 12 " X 12 "  |           |
| Service  | Front Serviceable Cabinet  |           |
| Controller/Software                                    | New SurFire Blaze w/mobile and/or tablet app   |           |
| Software/Firmware Updates                              | Yes, through the cloud internet secure   |           |
| Software Training                                      | On site in person / Training Video on laptop   |           |
| Refresh Rate   | Up to 3,650 Hz (New - High Speed Blaze System)   |           |
| Video Ready  | Yes  |           |
| Sound Ready  | Yes, Internal Sound Card (speakers not Included)   |           |
| Auto Dimmer  | Yes, ( 255 levels )  |           |
| Temp Sensor  | Yes, External Temp Prob and/or Internet  |           |
| Communication  | Wireless Wifi, 4-G & GPS   |           |
| Cooling System   | Turbine ball bearing brushless fans / 24-7-365   |           |
| Laptop Computer  | SureFire Blaze Software loaded and ready to use  | 550.00    |
| Surge Protection                                       | Yes Included ( internal )  |           |
| Power  | 115 VAC or 235 VAC   |           |
| Ground Lugs  | Yes, Included ( external cabinet back )  |           |
| Cabinet Type   | Aluminum (Uni-Cabinet No doors or hinges )   |           |
| Mounting Iron  | Yes Included (bolted on top and bottom back of cabinet )   |           |
| Ingress Protection Rating                              | IP-65 (No Dirt, Dust or Moisture)  |           |
| Finish   | Black Epoxy  |           |
| Warranty   | 5 year ( parts and parts labor)  |           |
| Certification  | USA UL and FCC Compliant   |           |
| Technical Support                                      | Toll-Free Lifetime Factory Direct Support  |           |
| Content  | Animation and still image bundle included  |           |
| Crating & Shipping                                     |  | 1,000.00  |
| Installation   | Installation and re-stickering Red Line Stickers on main sign to be paid separately to Installer ( J-Signs ) when installation is completed 2,800.00 + tax | N/A       |

#### OTHER COMMENTS

This estimate is good for 15 days from the date indicated above.  
 Payment Terms: 75% Down and balance due on delivery  
 Finance options available upon request  
Allow 8-10 weeks for delivery from the date of your down payment  
 Please make checks payable to Surefire Sign Inc..

|                 |                  |
|-----------------|------------------|
| <b>SUBTOTAL</b> | <b>44,142.00</b> |
| <b>TAX</b>      | <b>3,641.71</b>  |
| <b>TOTAL</b>    | <b>47,783.71</b> |

*Thank You for Your Interest in Surefire Sign Products!*





**BRAKES &  
ROTORS  
STOP IN!**

**Snider**  
TRANSMISSION







## LA PORTE ENHANCEMENT GRANT PROGRAM

The La Porte Enhancement Grant Program, which is sponsored by the La Porte Development Corporation, offers matching grants to businesses which are located in the City of La Porte.

Eligible improvements of the La Porte Enhancement Grant Program include façade enhancement/rehabilitation, beautification projects, new awnings, canopies, porches, signage, and parking lot improvements. Commercial property owners or businesses may apply for grant reimbursements from a minimum of \$2,500 to a maximum of \$50,000. Each application will be evaluated on a case-by-case basis, and **ALL projects for a matching grant greater than \$25,000 must also be approved by the La Porte City Council.**

Interested business owners are welcome to complete the enclosed application form. Please deliver applications to:

Jason B. Weeks  
Office of Economic Development  
City of La Porte  
604 W. Fairmont Parkway  
La Porte, TX 77571

Please email us at [WeeksJ@laportetx.gov](mailto:WeeksJ@laportetx.gov) or call 281/470-5012, if you have any questions about the La Porte Enhancement Grant Program.

### LA PORTE BY THE BAY

604 W. Fairmont Parkway La Porte, Texas 77571 281/470-5016

## ELIGIBLE PROJECTS

Business owners may be eligible for a reimbursement grant of funds which are used to enhance and/or beautify their businesses. The following types of projects are eligible for reimbursement:

- **Façade Rehabilitation/Enhancement**  
Eligible projects include work on existing structures, such as removing non-historic/added facades, re-pointing brick or replacing mortar joints, replacing or restoring cornices, removing paint from brick, replacing windows, restoring transom windows, repairing facades, etc.
- **New Awnings, Canopies, Porches, and Signage**  
Eligible projects include replacing, adding, or repairing awnings, canopies, porches, and signs. Signs may include signboards, projecting signs, pedestrian signage, window signs, hanging signs, and awning/canopy signs.
- **Beautification Projects**  
Eligible projects include public art, landscaping, and other beautification projects as approved by the La Porte Development Corporation Board (LPDC).
- **Parking Lot Improvements**  
Eligible projects include new parking lot construction, parking lot paving, parking lot re-surfacing, parking space striping/painting, new parking blocks, old parking block removal, and other projects as approved by the LPDC.

## PROGRAM GUIDELINES

1. Grant funds are available only for exterior work on commercial property and building facades that are visible from public streets.
2. In general, grants offered to businesses are intended to support projects to renovate or convert existing structures to their original historic condition.
3. Grants will be processed and considered for award on a first-come, first-served basis until funds are depleted or until the program ends, whichever comes first.
4. Grants will not be awarded for work that has already been started or completed, or for work that is covered by insurance. If desired work is above and beyond what insurance will pay, and is, therefore, considered an upgrade and enhancement in the opinion of the LPDC, it may be eligible for grant funds.

5. Grants will not be awarded to any Applicant that owes any delinquent indebtedness\* to the City of La Porte or the La Porte Development Corporation (LPDC).

*\* "Delinquent Indebtedness" shall mean any indebtedness due and owing to the City of La Porte or the La Porte Development Corporation, including but not limited to, ad valorem taxes on real and personal property, which property is in fact owned by and is legally subject to taxation, whether or not the same may have been properly rendered to the tax assessor-collector by any person. Such term shall also include, but not be limited to, charges for penalties, interest and costs on any such ad valorem taxes; charges for water, sewer, garbage and other services rendered or goods furnished by the City of La Porte or the La Porte Development Corporation to any person; and any other manner of indebtedness to the City of La Porte or the La Porte Development Corporation, now existing or which may hereafter be created by any person. No such indebtedness shall be considered "delinquent" until the time for its current payment under the various ordinances of the City of La Porte, or state statutes, or contractual agreement, shall have expired, without payment having been made.*

6. Each grant will be awarded on a reimbursement basis once completed work has been verified by the LPDC to be compliant with the plans proposed in the approved application. Any deviation from the approved project may result in the total or partial withdrawal of the grant.
7. Each enhancement grant application will be subject to review and approval from the Board of the LPDC. The review criteria include the following:
  - The project demonstrates a significant improvement over the existing situation,
  - The project will add to the beautification of the City of La Porte ,
  - The project will enhance the City of La Porte's appeal to new businesses and visitors,
  - The project will complement the surrounding buildings, and
  - The project will add value to the City of La Porte.
8. Grant applications and awards may be made in any of the reimbursable activities described above and may be combined for any single property or project.
9. An applicant is defined as an owner, tenant, or combination thereof, who occupies space in an eligible property. A single owner of multiple properties may apply for grant funds for each property owned, but the matching grant must be for more than \$2,500 and less than \$50,000 per property in a three (3) year period.
10. Preference will be given to all local bids for work that qualify under the current form of the City of La Porte's Local Bidder Preference Policy at the time the project is approved by the Board.
11. Multiple bids are **not** required for each eligible project that is less than a total \$2,000, of

which 50% or \$1,000 would be a reimbursable expense, as per the City of La Porte's Purchasing Policy.

## APPLICATION PROCESS

1. Determine eligibility: Discuss project plans with the Economic Development Coordinator.
2. Complete the application and sign the agreement form. Each grant application must include the following:
  - a. A scaled drawing by the project architect or design professional of all the work to be completed.
  - b. Samples -- i.e. paint samples, fabric swatches, sign material, etc. -- that will enable the LPDC to envision the finished project.
  - c. Three (3) itemized work estimates on all project work from contractors or project architects. At least one quote must be obtained from applicable La Porte business. Should La Porte business not respond, applicant must provide documentation (email or letter) evidencing that a request for quote was requested. Applicants may refer to the Contractor List for La Porte contractors. However, the City does not make any representation as to the quality of work, nor guarantees any special pricing, nor does the City represent that this list is a comprehensive listing of La Porte businesses that complete this type of work. Should an applicant contact a La Porte business/contractor not on this list, such business shall be deemed to meet the requirement of this section as long as the business address is listed as La Porte. Self-contracted work will be reimbursed for actual legitimate expenses, excluding labor.
  - d. Photographs of the building's exterior. The Applicant shall be required to provide before and after photographs of the building before the reimbursement grant can be awarded. For the initial application, "before" photographs will suffice, but "after" photographs of the completed project must be submitted before the grant may be considered for reimbursement.
3. Return the completed application form, with all applicable items, to:

Jason Weeks  
Office of Economic Development  
City of La Porte  
604 W. Fairmont Parkway  
La Porte, TX 77571  
[WeeksJ@laportetx.gov](mailto:WeeksJ@laportetx.gov)

4. The application will undergo an approval process, which includes but is not limited to the following:
  - a. Each project must meet current building standards and codes, as well as building permit requirements.
  - b. The LPDC will only consider applications that have been properly and fully completed, and which contain all information requested in the application and/or by the committee.
  - c. All itemized work estimates submitted by the Applicant must be dated no earlier than ninety (90) days prior to the Application request. Bids shall be submitted on the contractor's or project architect's letterhead and shall contain the contractor's name, address, and telephone number and shall itemize the bid in a manner that allows the LPDC to determine the bid components and authenticity of the bid.
  - d. Applications receiving approval by the LPDC shall commence construction described in the application within ninety (90) days from the date that the enhancement grant is approved. Each Applicant must complete the construction described in the Application within one (1) year from the date that the grant is approved. If the Applicant cannot meet this timeline, then the Applicant may submit a written request for an extension of the commencement date or completion date provided the extension request is made prior to the ninety (90) day or one (1) year time limit. The LPDC shall not be obligated to grant an extension, but it may do so for good cause determined solely by the members of the Committee. The extensions, if granted, shall be for the term and for the conditions determined exclusively by the LPDC. Denial of an extension request may not be appealed.
  - e. As a condition of this grant Application, the Applicant consents, and shall allow, the LPDC to request city inspections to determine that the grant, if awarded, will not be used for construction on any building that is not in compliance with the City Municipal Codes and Ordinances that are applicable to the construction contemplated in the application.
  - f. The LPDC shall have sole discretion in awarding grants. They shall award grants considering the amount requested, grant funds available, the guidelines of the grant program, condition of the building in which the grant funds will be used, economic impact, other grant requests, the type and nature of the construction, and the proposed construction results considering the grant program.
  - g. No Applicant has a proprietary right to receive grant funds. The LPDC shall

consider any application within its discretionary authority to determine what grant amount would be in the best interest of the grant program.

- h. The Applicant shall be required to furnish “before” photographs of the building’s exterior, and any other site locations that are included as part of the application request. The applicant shall also provide “after” photographs once the construction has been completed, as a condition of final grant disbursement.
  - i. The LPDC has the final discretion with regard to funding and reserves the right to recommend modifications or reject any project or elements of any project.
- 5. Reimbursement. When the entire enhancement grant project has been completed, the Applicant shall present the Economic Development Office with the following:
  - a. Copies of all paid invoices, including copies of cancelled checks and/or credit card receipts for a single payment reimbursement of the approved funding, and
  - b. Photographs of all completed work.
- 6. When the project has been reviewed and approved by the LPDC, a reimbursement check will be issued.

## La Porte Enhancement Grant Application

*Please print clearly. Please submit a completed application to:*

Office of Economic Development  
City of La Porte  
604 W. Fairmont Parkway  
La Porte, TX 77571

### APPLICANT INFORMATION:

APPLICATION DATE: \_\_\_\_\_

---

Applicant Name

---

Business Name

---

Physical Business Address

---

Business Owner (if different from applicant)

---

Mailing Address

---

Contact Phone

Email Address

### TYPE OF WORK (*check all that apply*):

- |   |   |
|---|---|
| <input type="checkbox"/> Façade         | <input type="checkbox"/> Awnings/Signage          |
| <input type="checkbox"/> Beautification | <input type="checkbox"/> Parking Lot Improvements |

### DETAILS OF PLANNED IMPROVEMENTS (*attach additional pages if necessary*):

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Please list the name of each Contractor and/or Project Architect and the Total Amount of each bid. Please, also, attach the original proposals and work estimates:

| CONTRACTOR/PROJECT ARCHITECT | TOTAL |
|------------------------------|-------|
| 1.                           | \$    |
| 2.                           | \$    |
| 3.                           | \$    |
| 4.                           | \$    |
| 5.                           | \$    |

#### BUDGET DETAIL

| PROJECT EXPENDITURES     | FUNDS | FUNDS APPLIED | TOTAL |
|--------------------------|-------|---------------|-------|
| Façade Rehab             | \$    | \$            | \$    |
| Awnings/Signage          | \$    | \$            | \$    |
| Beautification           | \$    | \$            | \$    |
| Parking Lot Improvements | \$    | \$            | \$    |
| Other (list):            | \$    | \$            | \$    |
| <b>TOTAL</b>             | \$    | \$            | \$    |

Total estimated cost of proposed project: \$

Amount requested (up to 50% of total cost, \$2,500 to \$50,000): \$

*Please attach color samples, model numbers (for windows, doors, etc.), photos, scaled drawings, and other illustrations of work to be completed. Please include as much detail as possible.*

*Your signature on this application certifies that you understand and agree with the following statements: I have met with the LPDC and I fully understand the Enhancement Grant procedures and details established. I intend to use these grant funds for the eligible renovation projects, as spelled out in the application. I have not received, nor will I receive insurance monies for this revitalization project, OR I have disclosed all pertinent insurance information. I understand that if I am awarded an Enhancement Grant, any deviation from the approved project may result in the partial or total withdrawal of the grant funds.*

APPLICANT SIGNATURE

DATE



## REQUEST FOR LA PORTE DEVELOPMENT CORPORATION BOARD AGENDA ITEM

Agenda Date Requested: April 26, 2021  
Requested By: Jason Weeks, Asst. City Mgr.  
Department: Administration/CMO  
☒ Report   ☐ Resolution   ☐ Ordinance

**Exhibits:** Original Design Options, New Mini-Mural Design Options

| Appropriation     |   |
|-------------------|---|
| Source of Funds:  | <u>038 – EDC Fund</u>   |
| Account Number:   | <u>038-6030-565-9997</u>                                      |
| Amount Budgeted:  | <u>\$10,000</u>   |
| Amount Requested: | <u>N/A</u>  |
| Budgeted Item:    | <input checked="" type="radio"/> Yes <input type="radio"/> No |

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### SUMMARY & RECOMMENDATION

In early 2019, as a way for La Porte to begin focusing on public art, the La Porte Development Corporation began discussions about mini-murals and painted utility boxes in the downtown La Porte area. City staff contracted with Up Art Studio to design and paint four (4) electric utility boxes in the downtown La Porte area. The cost for this public art project was \$2,600 for each utility box for a total of \$10,400. Up Art Studio required a 50% deposit in order to begin working with their select artist to design utility box concepts for La Porte.

At the November 11, 2019, Development Corp Board meeting, the Board approved staff to move forward with the Sylvan Beach design for one (1) utility box and ask Up Art Studio to provide other alternatives for the three (3) remaining utility boxes. In March 2020, the City experienced the pandemic and during the summer of 2020, the Economic Development Coordinator resigned to attend graduate school in Austin full-time. Therefore, City staff has been working with Elia Quiles with Up Art Studio on providing updated utility box designs for the EDC Board to consider.

La Porte has many opportunities for different themes to be included a public art on the utility boxes. Some of these concepts and ideas include the animal adoption center, Bay Forest Golf Course, Historic Colored Schoolhouse, Train Depot, municipal airport, LPISD bulldog and sports theme, public safety (EMS, Police, Fire and Office of Emergency Management) theme, Sylvan Beach pier, Five Points Plaza and Park, Battleship Texas and the San Jacinto Monument, and the Fred Hartman Bridge. In December 2020, staff provided Up Art Studio this list of ideas and concepts as well as

provided their artist photos of those ideas and concepts. Up Art Studio reached out to their artist and the City has received the attached designs for the remaining utility boxes.

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**ACTION REQUIRED BY BOARD**

**Provide staff feedback and possibly approve design options for the three (3) remaining electric utility box mini-murals in the downtown La Porte area.**

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**Approved for the La Porte Development Corporation Board meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**

# **Mini Murals Renderings**

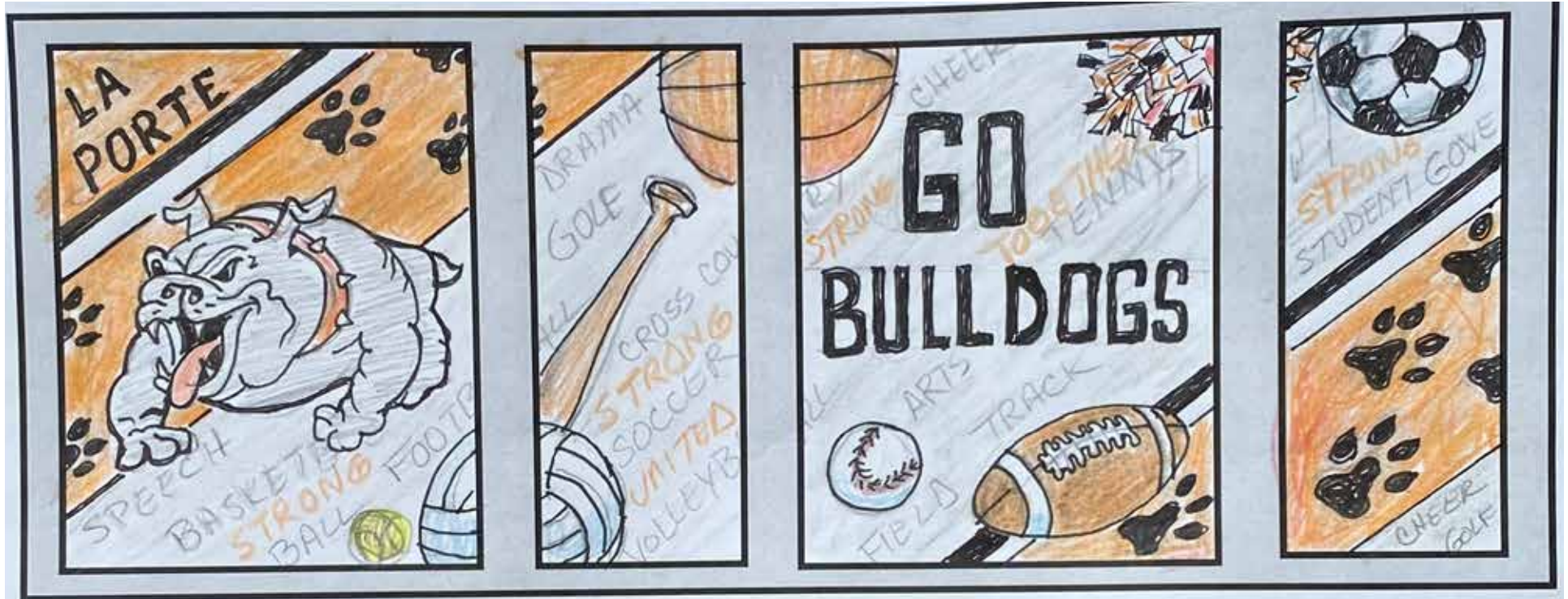
La Porte, Texas (2021)



## Mini Murals - La Porte, TX

Theme: La Porte ISD

Artist: Charlotte Blanford



### LaPorte ISD Bulldogs

Listing as many of the sports and activities as I can fit (grey on grey) interspersed with words of strength and unity in orange



## Mini Murals - La Porte, TX

Theme: La Porte ISD

Artist: Studio Jexxi



## Mini Murals - La Porte, TX

Theme: Public Safety

Artist: Carlos Alcaraz



"La Porte Public Safety"  
Dedicated to La Porte's Public safety workers.



## Mini Murals - La Porte, TX

Theme: Public Safety

Artist: Studio Jexxi

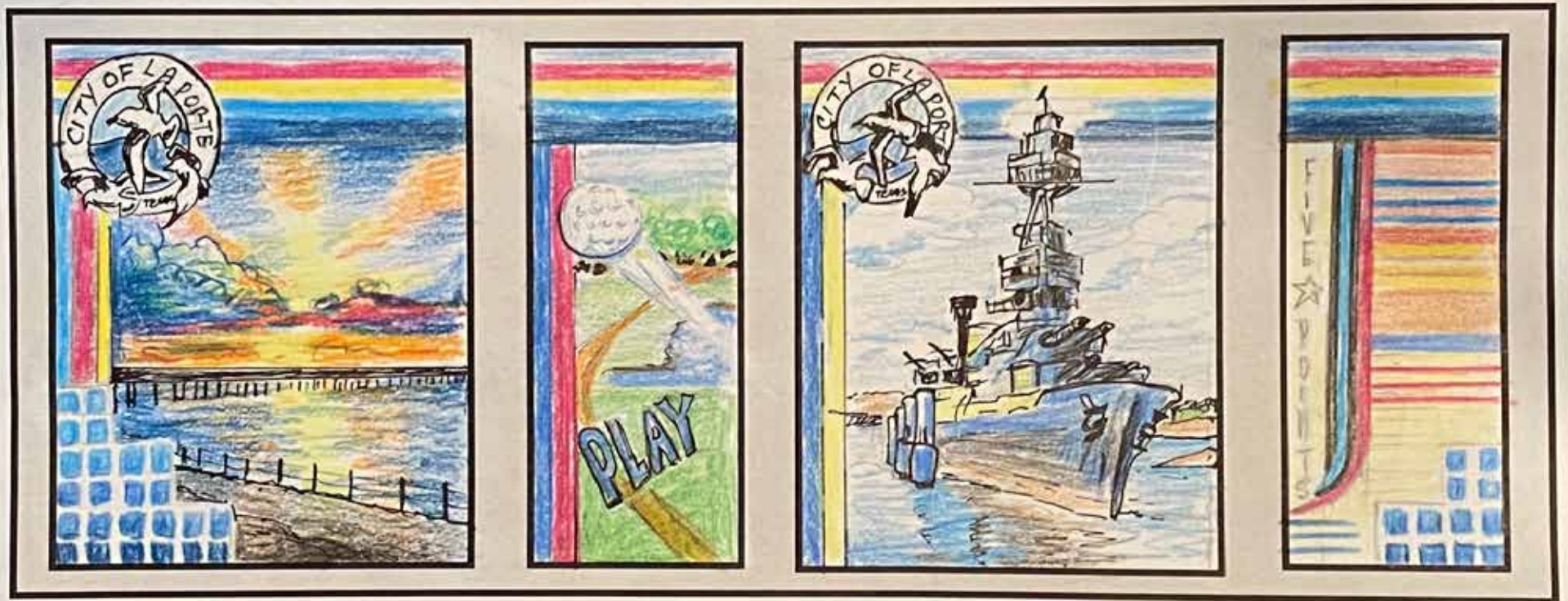




## Mini Murals - La Porte, TX

Theme: Points of Interest

Artist: Charlotte Blanford



### LaPorte- points of Interest

Using the neon colors from Five Points to highlight points of interest in La Porte. Golf and Five Points park are inland activities and sunrise and battleship for coastal activities.

## Mini Murals - La Porte, TX

Theme: Points of Interest

Artist: Charlotte Blanford



Sunrise LaPorte  
Celebrating the coast at sunrise



## Mini Murals - La Porte, TX

Theme: Points of Interest

Artist: Carlos Alcaraz



"La Porte Points"  
shows several of La Porte's points of interest.

## Mini Murals - La Porte, TX

Theme: Points of Interest

Artist: Sylvia Blanco



Animal Shelter