

RICHARD WARREN, PRESIDENT
BRENT McCAULLEY, 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 May 24, 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/83890535592?pwd=WlpNMytFVjR2aGp3a1FDMTFoR1I3dz09>

Join by phone at 877 853 5257 or 888 475 4499. The meeting ID is 838 9053 5592. The passcode is 542573.

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 April 26, 2021, meeting. [President Warren]
 - (b) Presentation and discussion of annual report from the Economic Alliance Houston Port Region. [Jason Weeks, Assistant City Manager]
 - (c) Consider approval or other action authorizing the La Porte Development Corporation Chairperson to sign an economic development services agreement with the Economic Alliance Houston Port Region, for a thirty-six month term beginning July 1, 2021 and ending June 30, 2024, with payment of \$20,000.00 per year. [Jason Weeks, Assistant City Manager]
 - (d) 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. [Corby Alexander, 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 May 24, 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, 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
CHUCK ENGELKEN



DANNY EARP
JOHN BLAKEMORE
BRENT MCCAULLEY

MINUTES OF THE LA PORTE DEVELOPMENT CORPORATION BOARD MEETING OF APRIL 26, 2021

The City of La Porte Development Corporation Board met on Monday, April 26, 2021, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 5:00 p.m., with the following in attendance:

Board members present: Richard Warren, Rachel Cotton, Brent McCaulley, Chuck Engelken, Nancy Ojeda, John Blakemore

Board members attending remotely: None

Board members absent: Danny Earp

Council-appointed members present: Corby Alexander, City Manager; Lee Woodward, City Secretary; Clark Askins, Assistant City Attorney (attending remotely)

1. **CALL TO ORDER** – President Warren called the meeting to order at 5:00 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 March 22, 2021, meeting. [President Warren]**

Member Engelken moved to approve the minutes of the March 22, 2021, meeting; the motion was seconded by Member McCaulley; the motion was adopted, 6-0.

- (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 Vickie 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]**

Member Ojeda moved to approve an amended and restated economic development incentive agreement between the La Porte Development Corporation, and Marion Campise and Vickie 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; the motion was seconded by Member McCaulley; the motion was adopted, 6-0.

- (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]**

Member Ojeda moved to deny the application; the motion did not receive a second and was not considered. Member McCaulley moved 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; the motion was seconded by Member Blakemore; the motion was adopted, 5-1, Member Ojeda voting in opposition to the motion.

- (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]**

Member Ojeda moved that the designs be the graphic for Bulldogs football, the public safety and petrochemical plants design, and the rainbow points of interest option; the motion was seconded by Member McCaulley; the motion was adopted, 6-0.

- (e) **Presentation, discussion, and possible action concerning public art program in the City of La Porte. [Jason Weeks, Assistant City Manager]**

Member Ojeda proposed that staff create options for a public art project application packet similar to that of the Houston Art Alliance and come before the Board again to consider it and a proposal for public art in the 2021-2022 budget.

4. SET DATE FOR NEXT MEETING

The next meeting date was not scheduled.

- 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 5:47 p.m.

Lee Woodward, City Secretary



**REQUEST FOR LA PORTE DEVELOPMENT CORPORATION BOARD
AGENDA ITEM**

Agenda Date Requested: May 24, 2021
Requested By: Jason Weeks, Asst. City Mgr.
Department: Administration/CMO
☐ Report ☐ Resolution ☐ Ordinance

Exhibits: Economic Alliance Presentation

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount	
Budgeted:	<u>N/A</u>
Amount	
Requested:	<u>N/A</u>
Budgeted Item:	<input type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

As a part of our agreement, the Port Region Economic Alliance is to make an annual presentation to the Economic Development Corporation and City Council. Due to COVID-19, no presentation occurred in 2020; therefore, Chad Burke with the Economic Alliance will present an update on their activities in the Port area and La Porte.

ACTION REQUIRED BY BOARD

No action is necessary.

Approved for the La Porte Development Corporation Board meeting agenda

Corby D. Alexander, City Manager

Date



Economic Alliance Annual Report

City of La Porte
May 24, 2021

Presented By:
Chad Burke
President/CEO
Economic Alliance Houston Port Region
chad@allianceportregion.com



Our Mission

A non-profit organization, created in 1985, whose mission is to grow and market a vibrant regional economy.



Our Footprint

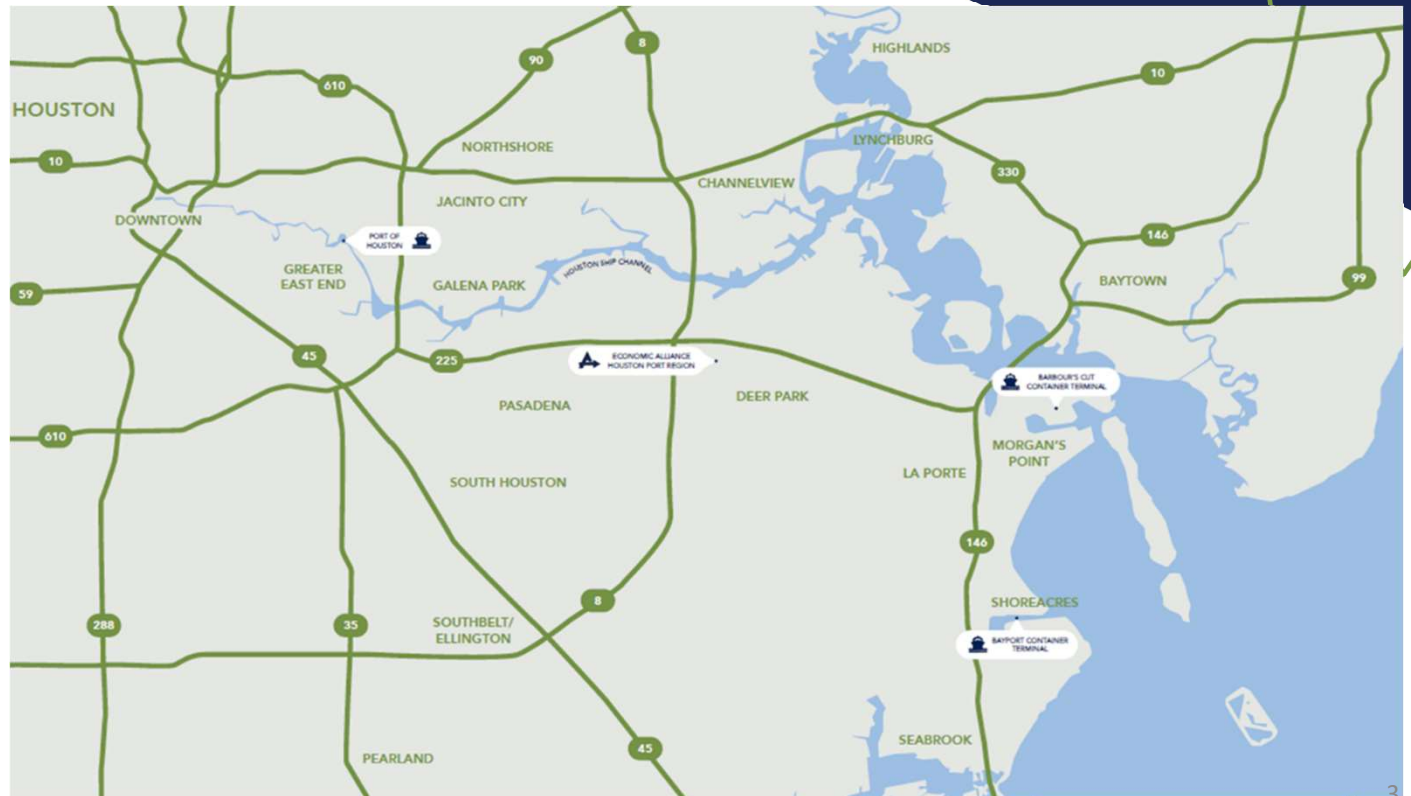
Most sought-after region in the world for petrochemical, manufacturing, maritime and logistics operations.

25 miles of the Houston Ship Channel:

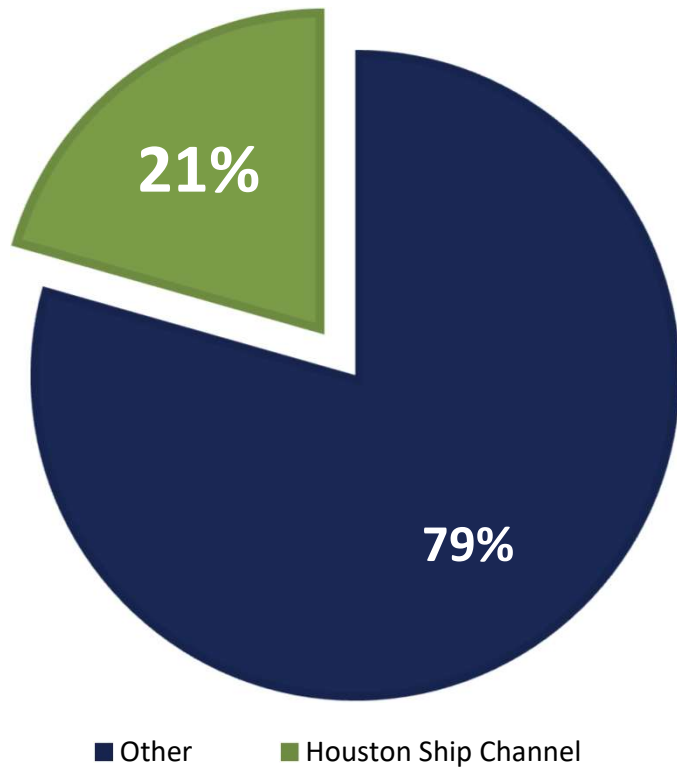
1. World's largest petrochemical complex
2. Nation's busiest port in terms of foreign tonnage

12 Cities, Harris County, Port Houston

250+ Private Sector Members



State GDP along HSC



In 2018, the Houston Ship Channel










- generated nearly **\$802 billion** in U.S. economic value
- supported **3.2 million jobs**
- provided **\$38 billion** in tax revenue

In Texas, it

- generated **\$339 billion** in economic value
- sustained **1.3 million jobs**
- generated **\$5.6 billion** in state and local tax revenue

COVID-19 Impact on Vessel Movements

Vessel Arrivals by Port, March 2021 YTD vs. 2020 YTD

	2021 YTD	2020 YTD		Percent Change
BROWNSVILLE	67	81		BROWNSVILLE, -17.3%
CORPUS CHRISTI	556	594		CORPUS CHRISTI, -6.4%
FREEPORT	311	309		FREEPORT, 0.6%
GALVESTON	271	308		GALVESTON, -12.0%
HOUSTON	1,762	2,032		HOUSTON, -13.3%
PORT LAVACA	41	64		PORT LAVACA, -35.9%
SABINE	613	692		SABINE, -11.4%
TEXAS CITY	182	278		TEXAS CITY, -34.5%
GRAND TOTAL	3,803	4,358		GRAND TOTAL, -12.7%

All reports and associated data are produced by the Greater Houston Port Bureau for the sole use of the intended recipient(s) and may contain work-related product and/or proprietary information. Any unauthorized review, use, disclosure or distribution is inconsistent with the terms associated with the provision of this data and its related reports.

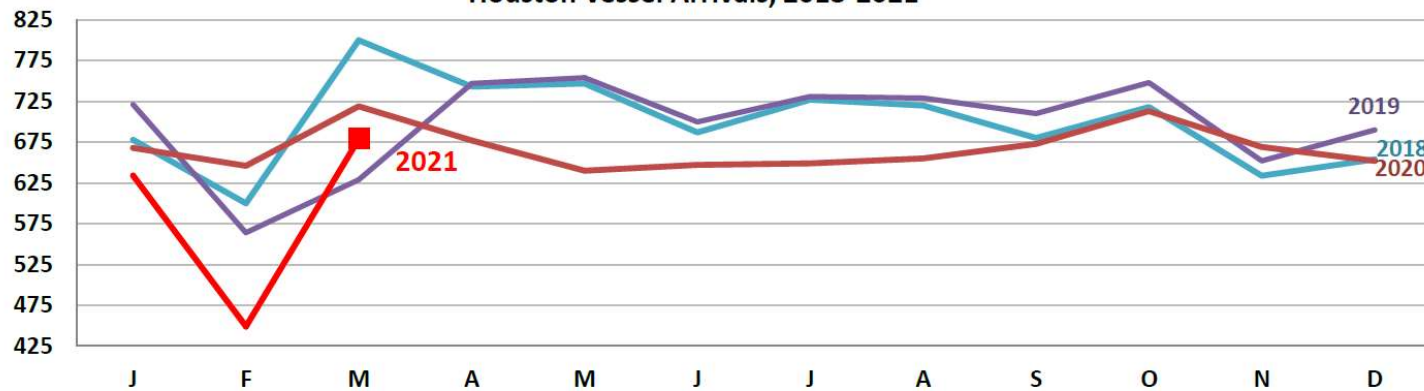
COVID-19 Impact on Vessel Movements



Produced using the Harborlights Vessel Tracking System &
The Marine Exchange of Texas
4400 Highway 225 E., Ste.200, Deer Park, Texas 77536 (PH) 713-678-4300



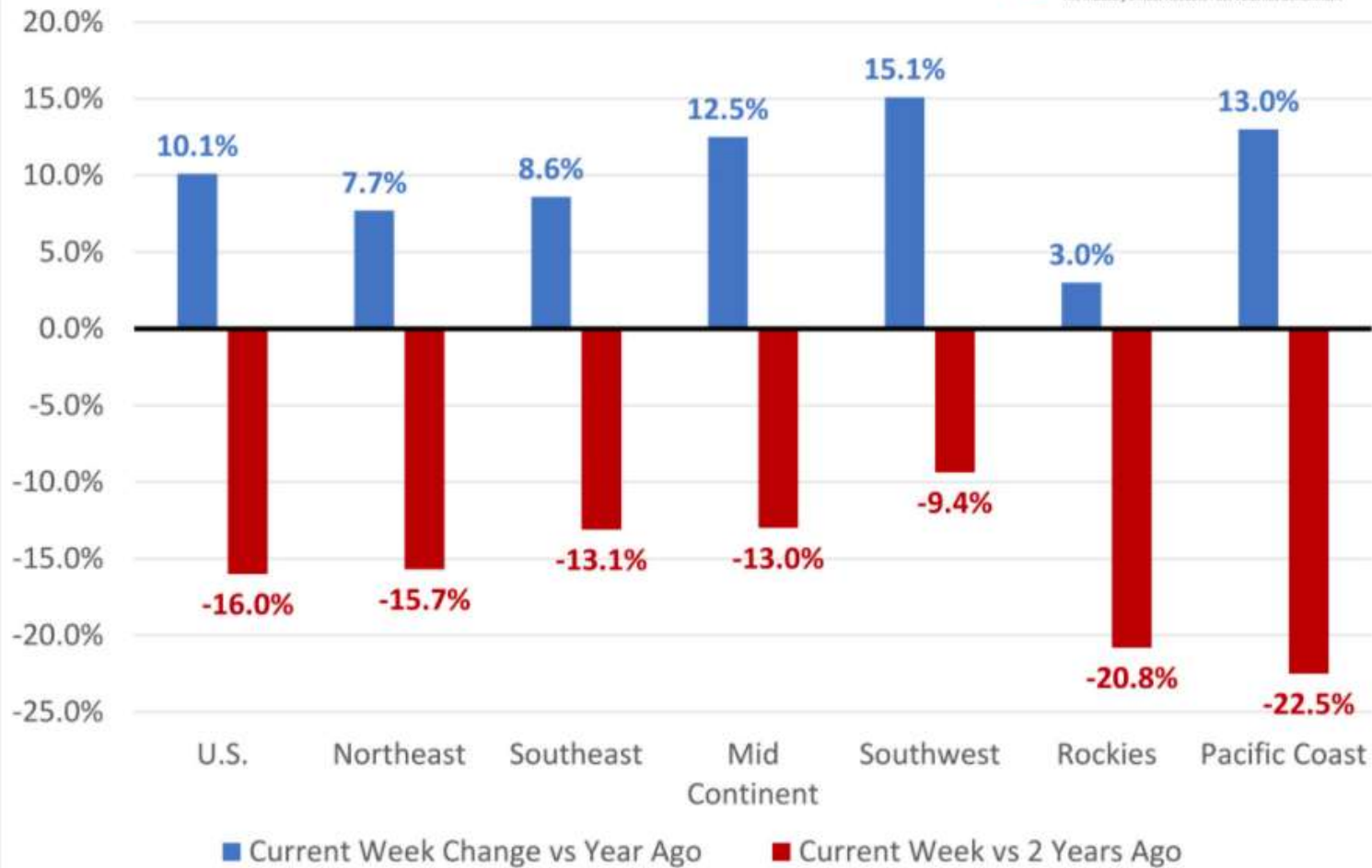
Houston Vessel Arrivals, 2018-2021



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OPIS Demand: Gasoline Volume Change vs Last Year and vs 2-Years Ago

DemandPro
The Industry's Most-Reliable Fuel Volumes Benchmark

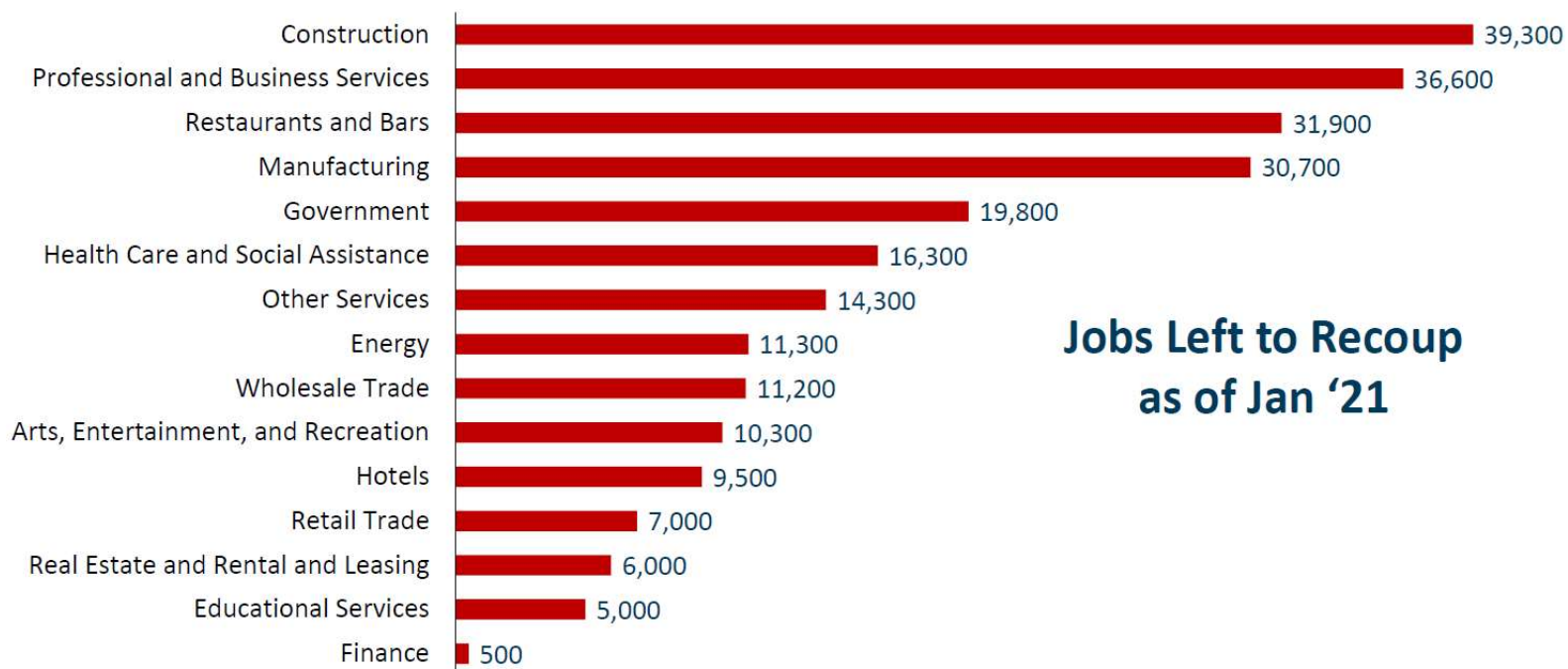


Job Losses Since Peak

Losses, Mar + April	-361,400
Gains, May to Dec	+164,900
Losses, Jan '21	-47,900
<hr/>	
Gap to Close*	-244,400

* Returns metro Houston to February '20 employment levels

Many sectors have a long way to go to full recovery.



**Jobs Left to Recoup
as of Jan '21**



Economic Development

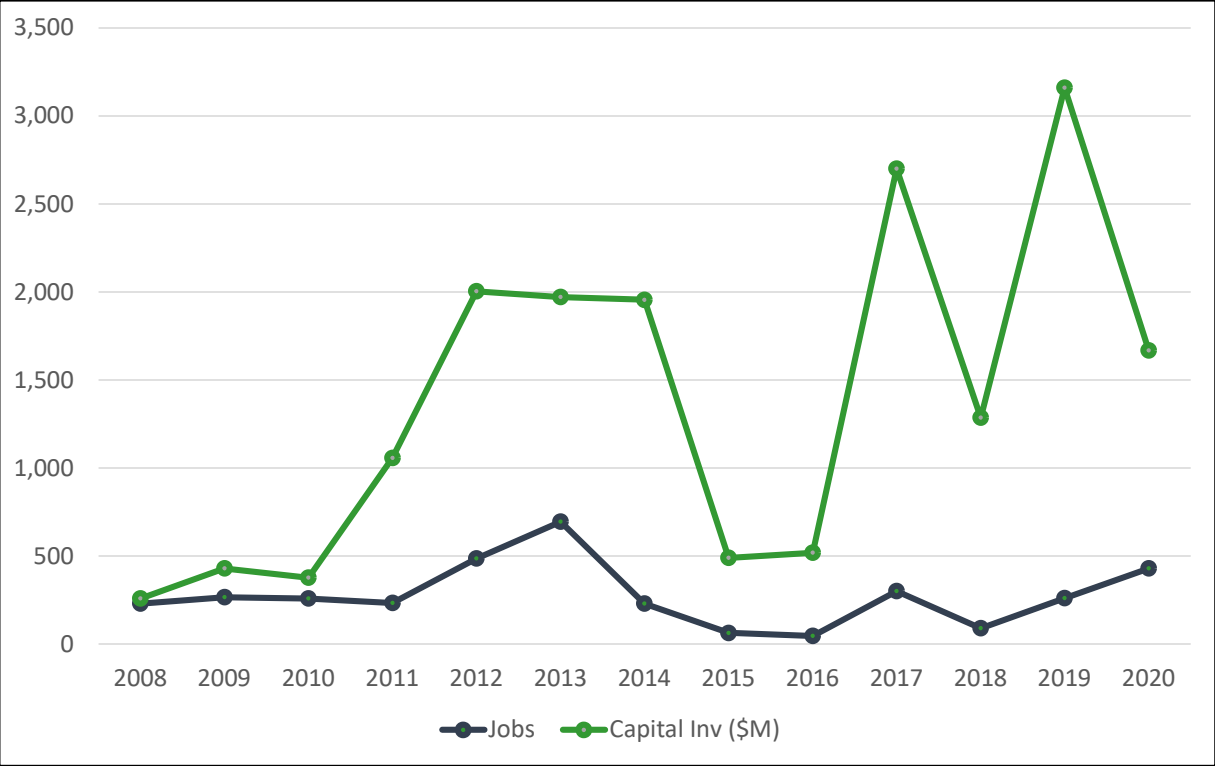


Professional Services

Provide a professional relationship to navigate the multiple facets of the site selection/expansion process, including access to our economic development support network.

- Conduct **real estate searches**
- Participate in and coordinate **site-selection tours**
- Facilitate **access to data**
- Provide guidance in evaluating State and Local incentive **permitting and workforce programs**
- **Advocate** for projects and **mobilize** of key members

Economic Alliance Project Wins, Jobs and Capital Investment by Year



Totals since 2008:
69 Wins - 5.3/year
\$14.3 B Capital Investment
3,584 Jobs Created

Impact on the Houston Port Region

2019 Economic Development Project Wins:

\$2.9 B Capital Investment; 285 Total Jobs



2020 Economic Development 6 Project Wins:

\$897 M Capital Investment; 468 Total Jobs



2021 YTD Economic Development Project Wins:

\$2 B Capital Investment; 80 Total Jobs

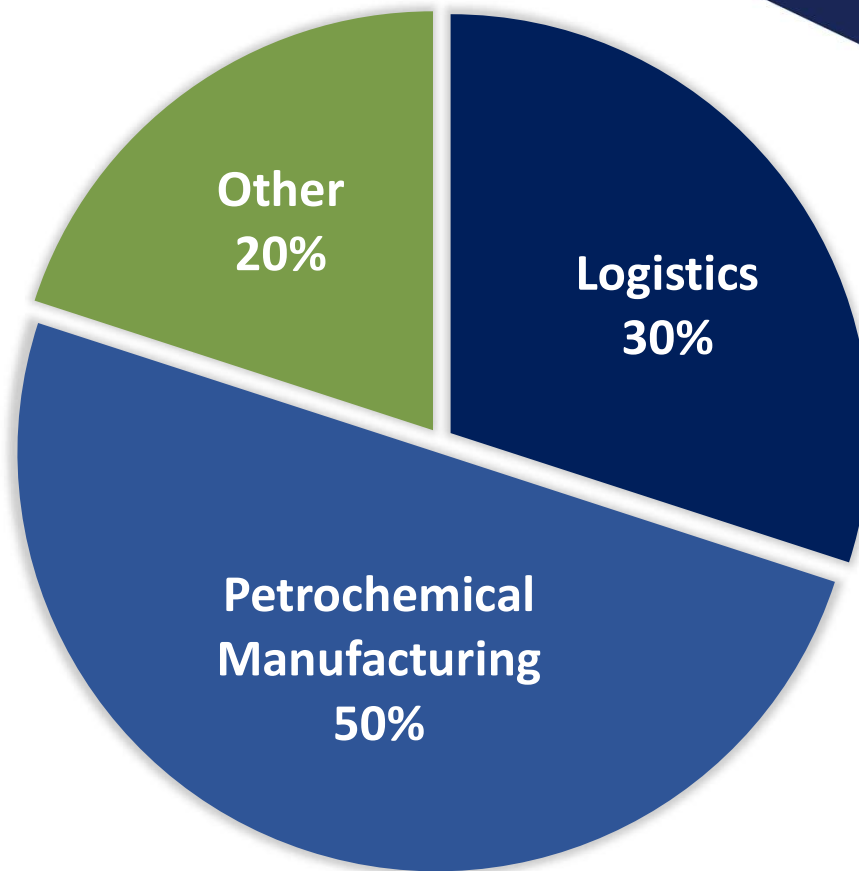


Current Project Pipeline Breakdown

TOTAL PROJECTS
21

POTENTIAL DIRECT
JOB CREATION
890

POTENTIAL CAPITAL
INVESTMENT
\$6.8 B



Why focus on the Petrochemical Industry?

For every one job created from the business of chemistry,
7.1 jobs are created in other sectors.

In addition, the average annual salary of a U.S. chemical industry employee in Texas is \$106,707, which is 46 percent **higher** than the average U.S. manufacturing pay.

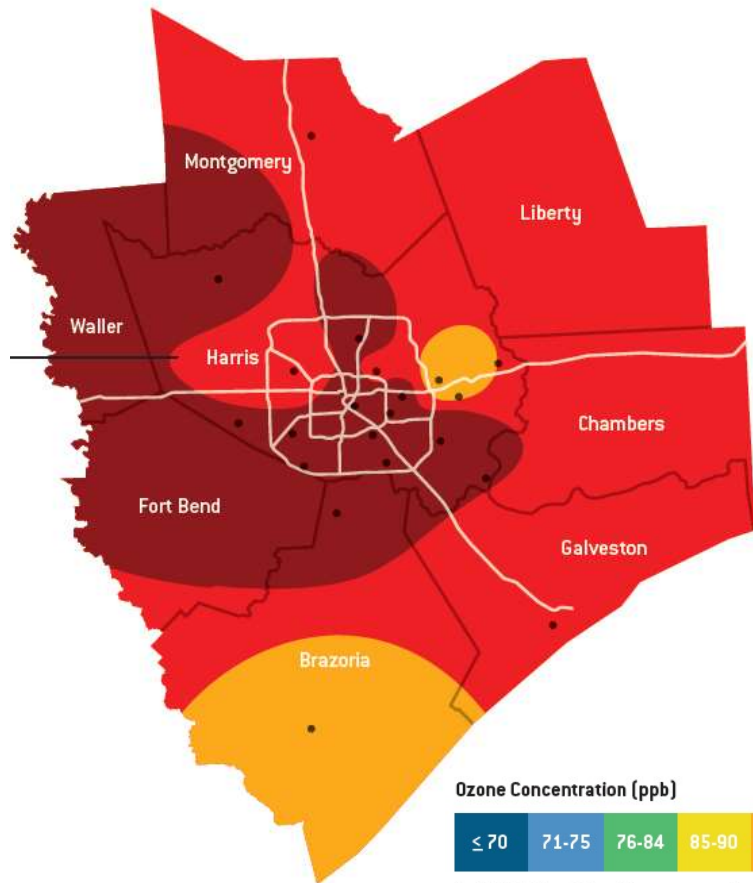




Transportation

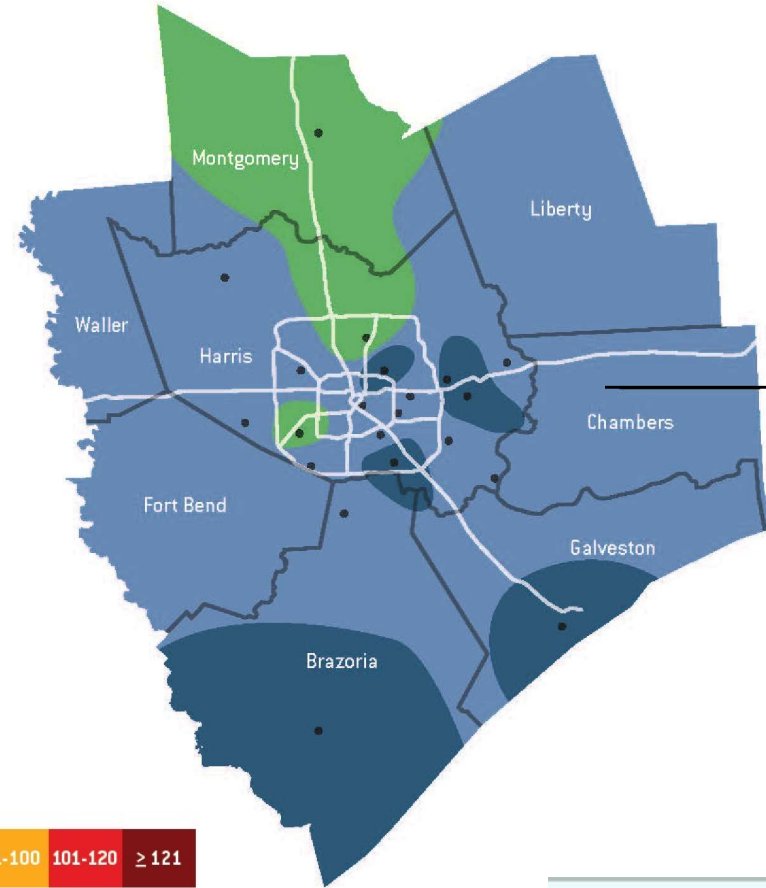
8-Hour Ozone Design Values

1985



In 1997, EPA set the 8-hour ozone standard at 84 ppb, lowered it to 75 ppb in 2008, and lowered it, again, to 70 ppb in 2015.

2019



Houston Regional Monitoring



Committee of Regional Transportation Stakeholders

- Regional Mayors
- East Harris County Manufacturer's Association (130+ plants)
- Port Houston
- Harris County
- Texas Department of Transportation
- Houston Galveston Area Council

This committee addresses critical issues associated with the movement of Freight and Commuters.

Houston Port Region Freight Improvement Strategic Plan

#	Project	Priority	Info & Updates
1	Barbours Cut Connectivity to SH-146	H/S	TxDOT is working on a design for restriping Barbours Cut Blvd, will need to continue to work to identify a long term connectivity solution
2	SH-146 Widening - Fairmont to Red Bluff Road	H/S	Widen to 6 main lanes, environmentally cleared, Final design underway/anticipated to let in Fall 2022.
3	SH-225 expansion/improvement (8-East 146)	H/S	TxDOT is working on a feasibility study for SH 225 from I-610 to SH 146. completion Q3 2018
4	Broadway Double Track Project	H/S	Construction is underway, should complete in 2019
5	Grand Parkway NE Segments H & I	H/S	Design-Build Project/recently awarded. The total cost of this project is approximately \$1.4 Billion. Estimated completion date is February 2022. Construction to begin Summer 2018
6	FM-1942 from Hatcherville Road to SH-146 – road improvement	H/S	
7	Hatcherville Rd from FM-1942 to Liberty/Chambers Co.Line – road widening	H/S	No improvements are currently planned
8	FM 565 from SH-146 to SH-99 – widening and addition of turning lanes	H/S	MPOID 17113; FY 2024 Project from FM 1409 to SH 99: Reconstruct and realign roadway is anticipated to let for construction in FY 2018
9	Peninsula Road Widening and Rail Crossing Improvement	H/S	Notice To Proceed was issued 12/2018, the rail crossing improvements are already underway, Project is in construction. Widen Peninsula road to 4 lanes (3 inbound and 1 outbound) and make improvements to up to 6 rail crossings
10	SH-99 and I-45 direct connectors for trucks heading from PH to Dallas and Dallas to PH	H/M	Identified to TxDOT in March 2018
11	BW-8 Direct Connectors @ SH-225: Westbound on 225 to 8 N, Northbound on 8 to E/W 225, Eastbound on 225 to 8S	H/M	Working with HCTRA, construction of 4 connectors is funded, applied for Federal Grant for the remaining work, environmental studies underway, No ROW needed, anticipated letting in 2021, estimate construction cost for entire interchange is \$180 Million
12	SH146 from I10 to Business 146 (Alexander Drive)		The grade separation/freeway starts at Alexander and continues all the way to Red Bluff. There probably needs to be some work on SH146 North of 110 through Mont Belvieu also
13	Penn City Connector	H/M	Need to develop a business case analysis for project
14	Barbours Cut Blvd expansion to 6 lanes	H/M	Need to develop a business case analysis for project
15	SH-225 expansion/improvement (8-West 610)	H/M	
16	I-69 Bypass (feasibility of a bypass on the East side of Houston is being considered)	H/M	Potentially starting as far South as Wharton and tying as far North as Cleveland. Potential to use SH 99 Seg. H & I. Southern Section of an I-69 Bypass is being discussed through HGAC. TxDOT is beginning an Origin-Destination Study (O-D) to determine how many trucks would use the route.
17	Fairmont Parkway (Turning improvements)	H/M	Under construction County and La Porte funded through TxDOT Grant
18	SH-225 and I-610 Interchange	H/L	TxDOT is working with H-GAC to begin a feasibility study for SH 225 from I-610 to SH 146
19	I-610 bridge at HSC	H/L	Additional meetings with the Economic Alliance are requested to identify the needs and project scope at this location
20	Fairmont Parkway (Widening)	H/L	Widening is recommended from Canada Rd to SH 146. There are at least 3 major freight generators on the south side of Fairmont in this area.
21	Port Road Phase 3 & Drainage	M/M	Design is underway, expected to let in Q4 2019
22	SH-330 (improve northbound connectivity to I-10 - 2 lanes or direct connect)	M/M	Construct Northbound to Eastbound connection. Working to secure construction funding. Anticipated environmental clearance – Summer 2018. The estimated let date is Spring 2022
23	Independence Parkway (improve Northbound connectivity to SH-225)	M/M	Dedicated turning lane. Getting those trucks in and out of Ind. Blvd. Increase turning capacity
24	Spencer Highway Bridge (Bayport Rail Mainline) at Fairmont	M/L	MPOID 10532; FY 2018
25	Bayport Mainline Rail Track	M/L	MPOID 10455; Need business case to support investment
26	Sheldon Road expansion	M/L	Project has been submitted to HGAC TIP Call for Projects.
27	Applet Road (Sheldon to Market)	M/L	
28	Jacintoport Road Improvement	L/L	Also on the Primary Highway Freight System, thereby eligible for federal freight funding
29	Jacintoport Direct Connectors	L/L	Direct Connect makes it a TxDOT/HCTRA discussion
30	Haden Rd (extension to Penn City Rd)	L/L	County roadway/POHA
TxDOT Projects shaded			Priority Level: Time Frame Required:
Harris County Projects			H-HIGH Priority / S-SHORT Term 0-5 yrs
			M-MEDIUM Priority / M-MID Term 5-10 yrs
			L-LOW Priority / L-LONG Term 10+ yrs



Ready to Let: 2021 or Earlier
Estimated Amount: \$180 Million

MCDONOUGH
Civil Engineers & Project Managers
TSPS Registration No. 30103900
TPE Registration No. F-000340
3625 Schumacher Lane
Houston, Texas 77057
(713) 975-9990
www.mcdonough.com

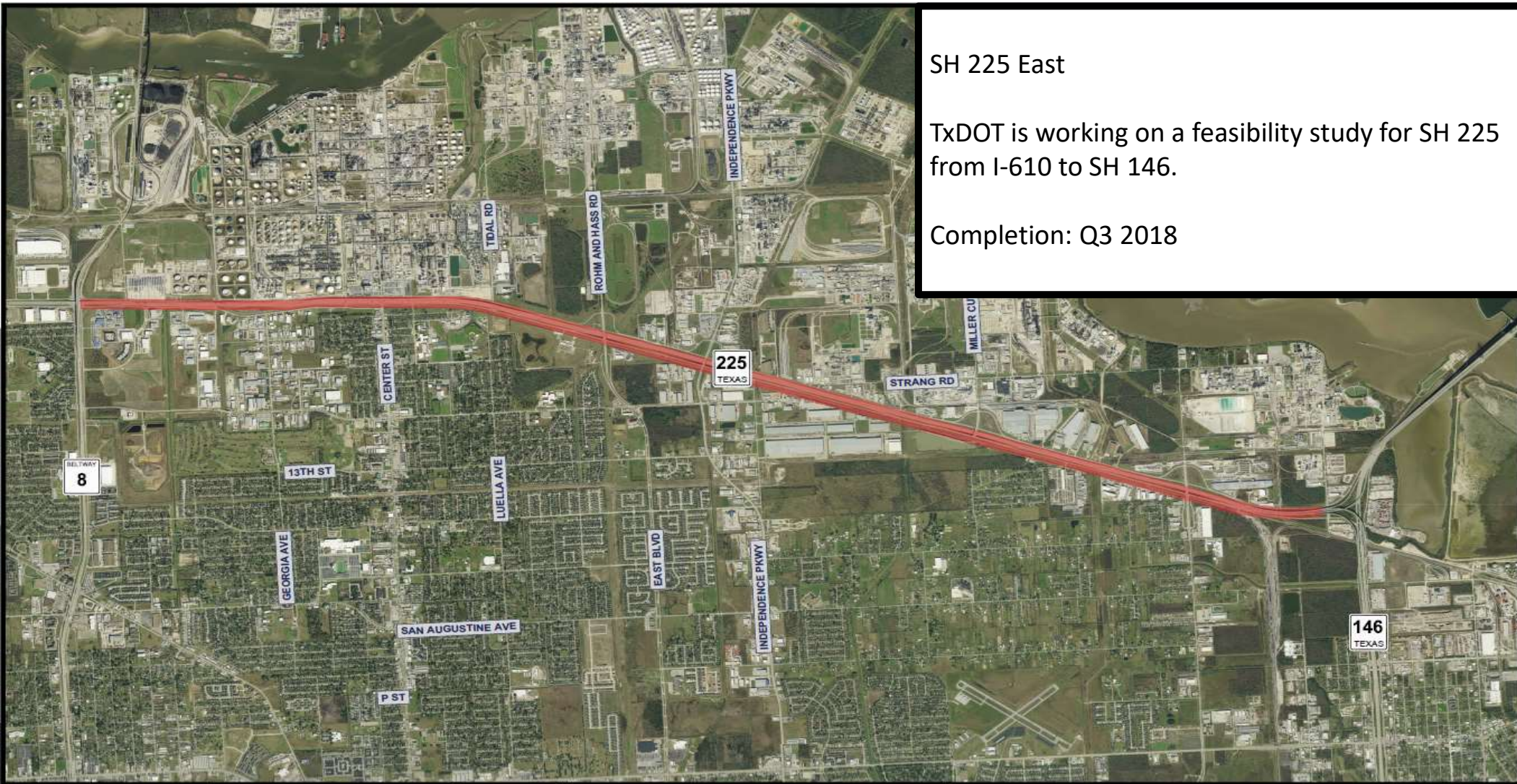
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Economic Alliance
HOUSTON PORT REGION

**BELTWAY 8 DIRECT
CONNECTORS AT SH225**

PROJECT NO.
20 **9**

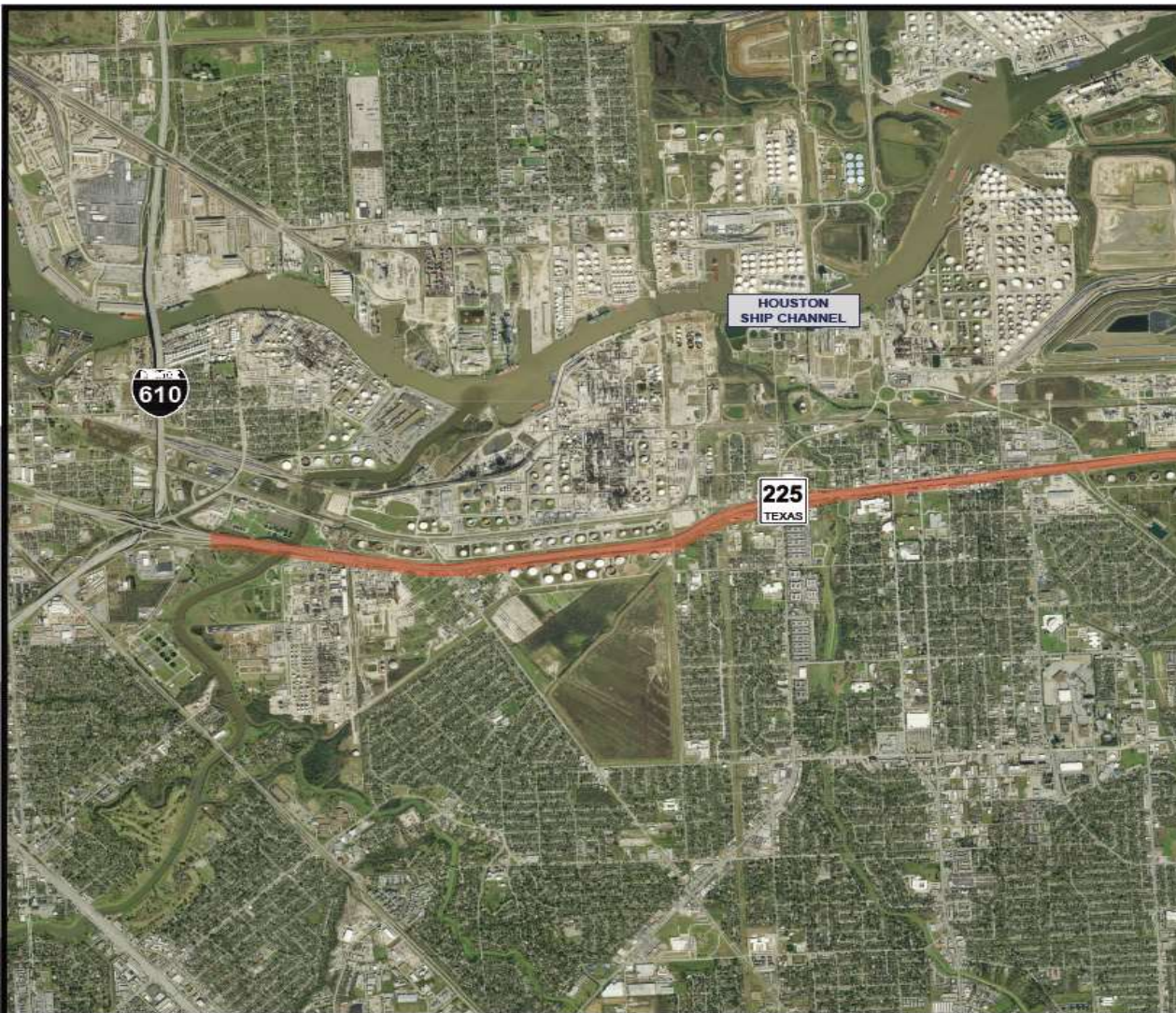


SH 225 East

TxDOT is working on a feasibility study for SH 225 from I-610 to SH 146.

Completion: Q3 2018





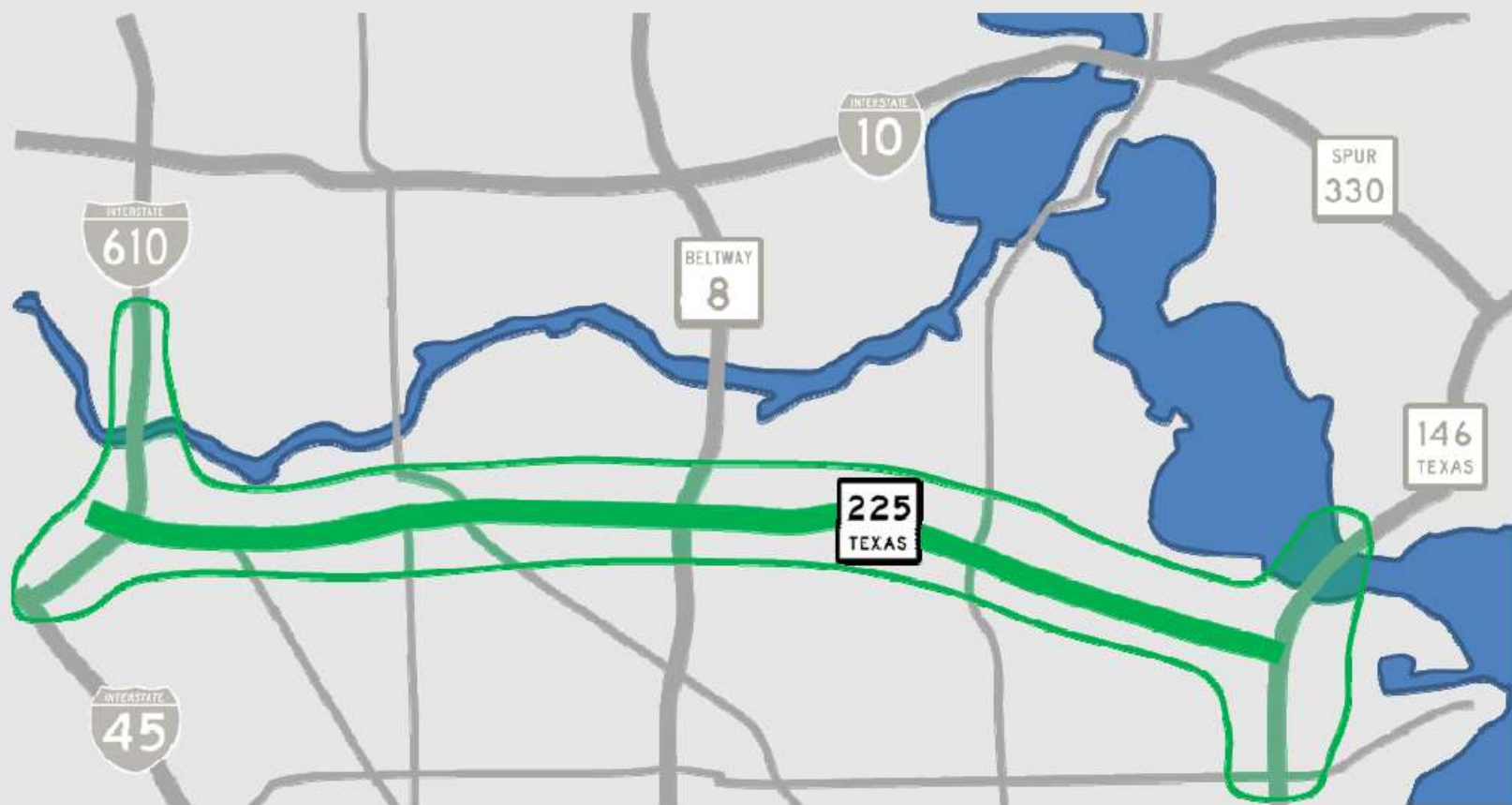
SH 225 West

TxDOT is working on a feasibility study for SH 225 from I-610 to SH 146.

Completion: Q3 2018



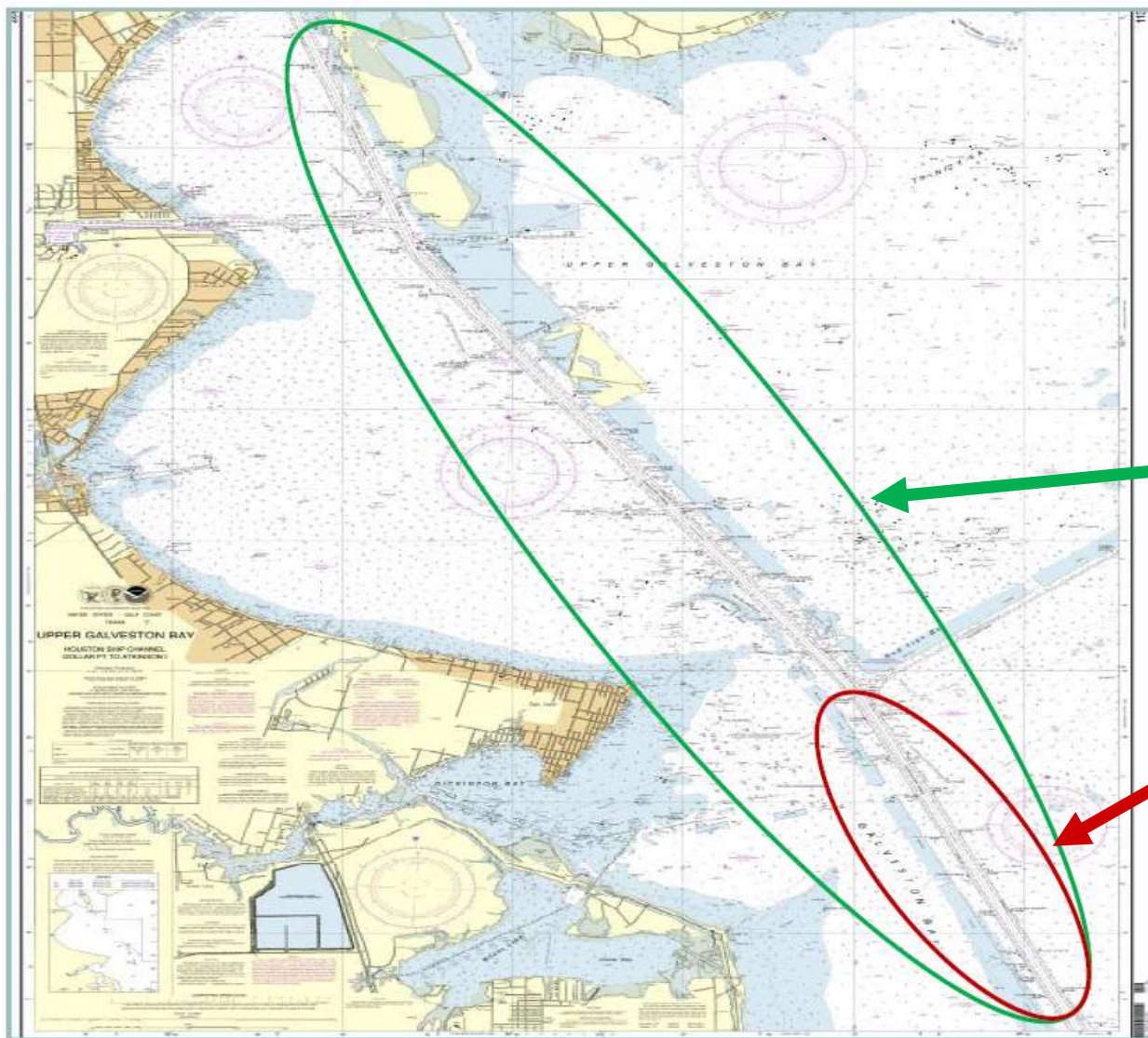
SH 225 PEL – Draft Study Area





Ship Channel Infrastructure





**Scope of Contemplated
Locally Preferred Plan**

**Original Army Corps.
Proposal**



Public Policy

Public Policy

2021 – State Policy

Economic Alliance White Paper and Austin visits.

2019 – Federal Policy

31 Economic Alliance Members participated in 35 meetings in Washington D.C.

Federal White Paper Considerations

Port Infrastructure – Widening Project
Workforce Investment
EXIM Bank Reauthorization
Storm Surge Protection

State White Paper Considerations

Chapter 312 – **Reauthorized**
Coastal Spine Taxing Authority – **Passed**
Workforce HB2214 – Deployment to Employment – **Passed**
Texas Emissions Reduction Plan – **Passed**
Expedited Permitting – **Passed**





Leading the Conversation in Industry

Informing the Nation

September 23, 2021

12th Annual Conference of National Industry Leaders

The Gulf Coast Industry Forum brings together industry leaders focused on petrochemicals, energy and logistics.

2020 Virtual Events

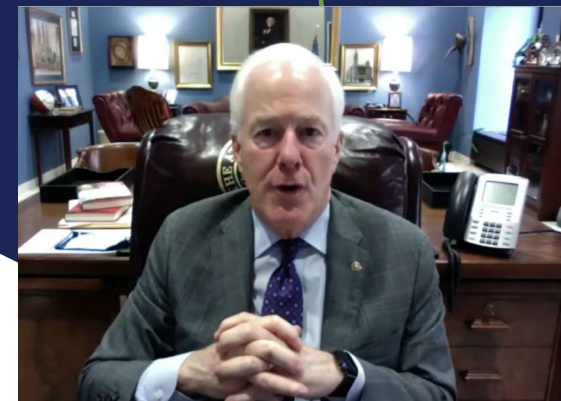
- +2,500 Attendees
- 40 Exhibiting Companies and Institutions

Industry and Market Insight

- Petrochemical Leadership Panel
- Midstream Oil & Gas Report
- Freight Mobility Panel
- Regulations and Policy Update
- Port Houston Update
- U.S. Senator John Cornyn
- U.S. Congressional Panel
- Environmental & Regulatory Panel



Gulf Coast Industry Forum
AN ECONOMIC ALLIANCE HOUSTON PORT REGION EVENT



- 2020 Gulf Coast Industry Forum



120 Gulf Coast Industry Forum



Quality of Life Grant Program

San Jacinto Texas Historic District awards grants to entity's during a pandemic year

- Imelda Assistance Fund established by Houston Mayor Sylvester Turner and Harris County Judge Lina Hidalgo; 2 - \$5,000 matching grants – totaling **\$10,000**
- Harris County Precinct 2gether Dolly Parton Imagination Library; 4 - \$5,000 matching grants – totaling **\$20,000**
- City of Morgan's Point Elevated Storage Tank Painting; **\$5,000** matching grant
- **2021** - The Bridge Over Trouble Waters women's shelter, capital campaign to expand and create "The Bridge for Kids" center to help support hundreds of kids impacted by family violence and homelessness; **\$5,000** matching grant





Thank you!

www.allianceportregion.com

Presented By:
Chad Burke
President/CEO
Economic Alliance Houston Port Region
chad@allianceportregion.com



REQUEST FOR LA PORTE DEVELOPMENT CORPORATION BOARD AGENDA ITEM

Agenda Date Requested: May 24, 2021
Requested By: Jason Weeks, Asst. City Mgr.
Department: Administration/CMO
☒ Report ☐ Resolution ☐ Ordinance

Exhibits: New Agreement and Old Agreement

Appropriation	
Source of Funds:	<u>038 – EDC Fund</u>
Account Number:	<u>038-6030-565-3001</u>
Amount Budgeted:	<u>\$20,000</u>
Amount Requested:	<u>\$20,000</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

The current agreement with the Economic Alliance Houston Port Region (“Alliance”) expires on June 30, 2021. We’ve received a request to renew the economic development services agreement with the Alliance for thirty-six (36) month period beginning July 1, 2021 and ending June 30, 2024 in the annual amount of \$20,000. La Porte may terminate this agreement at any time by giving thirty (30) days’ written notice to the Alliance. There are no changes other than the date in the renewal agreement.

The annual economic development services agreement includes:

- One educational seminar specific to La Porte for local economic and community development professionals, as well as government officials, local business and community leaders.
- Establish an ongoing program to develop quality prospect leads, focusing on the targeted industries of greatest importance to La Porte.
- Undertake or update workforce analyses to provide current data targeted to prospective industries.
- Interact with local, state, and federal officials, and local economic development organizations and chambers of commerce on a regular basis.
- Compile and disseminate economic and business related data to La Porte on at least an annual basis.
- Interact with the Texas Department of Economic Development on behalf of La Porte and other economic development groups to acquire economic business related data.

- Promote small or disadvantaged business development.
- Present La Porte in Alliance's marketing materials, including its website.
- Provide annual or more frequent reports to La Porte on the performance of the services.
- Prepare press releases and act as media liaison publicizing the La Porte efforts.
- La Porte will be included as a participant in Alliance's economic development Quality of Life initiative, which focuses upon regional marketing and regional aesthetic improvements within the San Jacinto Texas Historic District. This service provides to the La Porte that the Alliance will communicate grant opportunities regarding this project to city, at no obligation to the city.
- Invitation to city officials and staff to all events organized and/or hosted by the Alliance.
- The Alliance will provide full membership on its board of directors for a designee of the City of La Porte.

Furthermore, the Alliance will make available to La Porte the following:

- Access to information in its library and databases with the exception of company economic development prospects who are not seeking to locate in La Porte.
- Copies of the Alliance studies reports and evaluations relating to economic development issues with the exception of work related to confidential prospects.
- Copies of the Alliance publications.

Since the funds are budgeted in the La Porte Development Corporation budget, the agreement needs both approval by the La Porte Development Corporation Board and City Council. City Council will act upon this agenda item at their May 24, 2021 meeting.

ACTION REQUIRED BY BOARD

Consider approval or other action authorizing the La Porte Development Corporation Board President to sign a thirty-six (36) month economic development services agreement in the amount of \$20,000.00 per year with the Economic Alliance Houston Port Region beginning July 1, 2021 and ending June 30, 2024.

Approved for the La Porte Development Corporation Board meeting agenda

Corby D. Alexander, City Manager

Date

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

THIS Economic Development Services Agreement ("Agreement") is made and entered into by and between the ECONOMIC ALLIANCE HOUSTON PORT REGION, a Texas non-profit corporation; 203 Ivy Avenue, Ste 200, Deer Park, Texas 77536 (hereinafter "THE ECONOMIC ALLIANCE"), and the City of La Porte, Texas and the La Porte Economic Development Corporation; 604 Fairmont Parkway, La Porte, Texas 77571, (hereinafter "THE CITY").

WHEREAS, THE ECONOMIC ALLIANCE is a non-profit corporation organized to promote economic development with an emphasis on performance in the southeast portion of Harris County, and;

WHEREAS, THE CITY promotes economic development in La Porte, Harris County, Texas; and;

WHEREAS, THE CITY seeks assistance to fulfill its economic development initiatives in La Porte, Texas; and

WHEREAS, THE ECONOMIC ALLIANCE is qualified and willing to perform such assistance functions,

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 La Porte, Texas, the Parties have agreed and do hereby agree as follows:

ARTICLE I

Goals

Section 1.0 I: THE CITY represents its goals in its Economic Development Program to include, but may not be limited to the following:

- a. Creating economic diversification to provide for stable, consistent and balanced growth;
- b. Building La Porte's business/commercial tax base;
- c. Retaining existing jobs;
- d. Creating an economic climate conducive to the development and growth of business investment and commerce;
- e. Enhancing the quality of life for all citizens residing or working within La Porte, Texas;
- f. Promoting La Porte, Texas as the location of choice for new, expanding and relocating businesses;

- g. Attracting new businesses and development to La Porte, Texas;
- h. Encouraging the expansion and development to La Porte, Texas;
- i. Retaining businesses currently located in La Porte, Texas;
- j. Establishing new partnerships for the promotion of economic development.

ARTICLE II

Qualifications of THE ECONOMIC ALLIANCE

Section 2.01: THE ECONOMIC ALLIANCE represents that:

- a. THE ECONOMIC ALLIANCE is a non-profit entity that is authorized to promote economic development in all or a portion of Harris County and is currently in good standing with the State and Federal government;
- b. THE ECONOMIC ALLIANCE is engaged in an on-going effort to attract new businesses, to encourage the expansion of existing businesses, or to retain existing businesses in Harris County, including La Porte, Texas;
- c. THE ECONOMIC ALLIANCE hereby agrees to participate in joint projects and coordinate its activities with THE CITY and in an effort to reduce duplication of services and to enhance cooperation.

ARTICLE III

Scope of Services

Section 3.01: Services to be Provided: THE ECONOMIC ALLIANCE will provide to THE CITY the services described in the following paragraphs:

- a. Conduct one educational seminar specific to THE CITY for local economic and community development professionals, as well as government officials, local business and community leaders;
- b. Establish an ongoing program to develop quality prospect leads, focusing on the targeted industries of greatest importance to THE CITY;
- c. Undertake or update workforce analyses to provide current data targeted to prospective industries;
- d. Interact with local, state, and federal officials, and local economic development organizations and chambers of commerce on a regular basis;
- e. Compile and disseminate economic and business related data to THE CITY on at least an annual basis;
- f. Interact with the Texas Department of Economic Development on behalf of THE CITY and other economic development groups to acquire economic business related data;
- g. Promote small or disadvantaged business development;
- h. Present THE CITY in ECONOMIC ALLIANCE's marketing materials, including its website;
- 1. Provide annual or more frequent reports to THE CITY on the performance of the services described and outlined herein;

- J. Prepare press releases and act as media liaison publicizing THE CITY's efforts.
- k. THE CITY will be included as a participant in ECONOMIC ALLIANCE's Quality of Life initiative, which focuses upon regional marketing and regional aesthetic improvements within the San Jacinto Texas Historic District. This service provides to the City that the Economic Alliance will communicate grant opportunities regarding this project to city, at no obligation to the city.
- l. Invitation to city officials and staff to all events organized and/or hosted by THE ECONOMIC ALLIANCE;
- m. THE ECONOMIC ALLIANCE will provide full membership on its board of directors for a designee of THE CITY.

Section 3.02: Upon request, THE ECONOMIC ALLIANCE will make available to THE CITY the following:

- a. Access to information in its library and databases with the exception of company economic development prospects who are not seeking to locate in THE CITY;
- b. Copies of THE ECONOMIC ALLIANCE studies reports and evaluations relating to economic development issues with the exception of work related to confidential prospects;
- c. Copies of THE ECONOMIC ALLIANCE publications;

ARTICLE IV

Term of Contract

Section 4.01: This agreement is for three (3) years, covering the thirty-six (36) month period beginning July 1, 2021, and ending June 30, 2024.

ARTICLE V

Terms of Payment

Section 5.01: THE CITY agrees to pay THE ECONOMIC ALLIANCE a total amount of TWENTY THOUSAND AND NO/100ths Dollars (\$20,000.00) for each contract year (twelve-month period) this agreement is in effect, said \$20,000.00 payments being for the performance of services provided herein by THE ECONOMIC ALLIANCE during each of the three (3) contract years established in Section 4.01 of this agreement. Performance update reports shall be provided to THE CITY on at least an annual basis. Furthermore, and without limiting Section 6.01, CITY retains the right to terminate this Agreement at any point should funds not be appropriated for the

continued financing of this agreement in any fiscal year budget, or amendment to same. THE ECONOMIC ALLIANCE agrees and recognizes that CITY must budget for and approve of all purchases on a yearly basis and is unable to obligate revenues beyond the current fiscal year.

Section 5.02: THE ECONOMIC ALLIANCE, as part of the payment for services received, shall perform services outlined in this document.

Section 5.03: THE ECONOMIC ALLIANCE shall present annual billing statements to THE CITY describing the services performed. THE CITY shall promptly process such statements, and make payment within thirty (30) days of receipt.

ARTICLE VI Termination

Section 6.01: THE CITY may terminate this Agreement at any time by giving 30 days' written notice to THE ECONOMIC ALLIANCE. THE CITY's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

Section 6.02: On receiving the notice, THE ECONOMIC ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to their Agreement. Within 30 days of the termination date THE CITY shall pay to THE ECONOMIC ALLIANCE, pro-rated on a monthly basis, the fees for services rendered under this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

Section 6.03: TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE THE ECONOMIC ALLIANCE'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE ALLIANCE WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

Section 6.04: Termination for Cause by THE ECONOMIC ALLIANCE: THE ECONOMIC ALLIANCE may terminate its performance under this Agreement only if THE CITY defaults and fails to cure the default after receiving written notice of the alleged default. Default by THE CITY occurs if THE CITY fails to perform one or more of its material duties under this Agreement. If a default occurs and THE ECONOMIC ALLIANCE wishes to terminate the Agreement, then THE

ALLIANCE must deliver a written notice to the CITY describing the default and the proposed termination date. The date must be at least 30 days after the CITY receives notice. THE ECONOMIC ALLIANCE, at its sole option, may extend the proposed termination date to a later date. If THE CITY cures the default before the proposed termination date, then the proposed termination is ineffective. If THE CITY does not cure the default before the proposed termination date, then THE ECONOMIC ALLIANCE may terminate its performance under this Agreement on the termination date. To effect final termination, THE ECONOMIC ALLIANCE must notify THE CITY in writing.

Section 6.05: Termination for Cause by THE CITY: If THE ECONOMIC ALLIANCE defaults under this Agreement, THE CITY manager may either terminate this Agreement or allow THE ECONOMIC ALLIANCE to cure the default as provided below. THE CITY's right to terminate this Agreement for THE ECONOMIC ALLIANCE's default is cumulative of all rights and remedies, which exist now or in the future. Default by THE ECONOMIC ALLIANCE occurs if:

- a. THE ECONOMIC ALLIANCE fails to perform any of its duties under this Agreement;
- b. THE ECONOMIC ALLIANCE becomes insolvent;
- c. All or a substantial part of THE ECONOMIC ALLIANCE's assets are assigned for the benefit of its creditors; or
- d. A receiver or trustee is appointed for THE ECONOMIC ALLIANCE.

Section 6.06: If a default occurs, the CITY may, but is not obligated to, deliver a written notice to THE ECONOMIC ALLIANCE describing the default and the termination date. The CITY, at its sole option may extend the termination date to a later date. If the CITY allows THE ECONOMIC ALLIANCE to cure the default and THE ECONOMIC ALLIANCE does so to the CITY'S satisfaction before the termination date, then the termination is ineffective. If THE ECONOMIC ALLIANCE does not cure the default before the termination date, then the CITY may terminate this Agreement on the termination date, at no further obligation of the Corporation.

Section 6.07: To effect final termination, THE CITY must notify THE ECONOMIC ALLIANCE in writing. After receiving the notice, THE ECONOMIC ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to the Agreement.

ARTICLE VII

Miscellaneous

Section 7.01 The relationship of THE ECONOMIC ALLIANCE to THE CITY shall be that of an independent contractor. THE CITY shall have no authority to direct the

day-to-day activities of any of THE ECONOMIC ALLIANCE's employees or representatives, shall have no authority over THE ECONOMIC ALLIANCE's decisions, and shall have no rights to ownership of internal working papers or other information or data of THE ECONOMIC ALLIANCE, except as otherwise specifically authorized or required herein.

Section 7.02 This Agreement shall be binding upon and inure to the benefit of THE CITY and THE ECONOMIC ALLIANCE and shall not bestow any rights on any third parties.

Section 7.03. Failure of either party hereto to insist on the strict performance of any of the provisions hereof, or failure of performance, shall not be considered a waiver of the right to insist on or enforce, by an appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future failure of performance.

Section 7.04. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas and of the United States of America and is performable in Harris County, Texas.

Section 7.05. All notices required or allowed hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following its deposit into a United States Postal Service post office or receptacle with prepaid postage affixed thereto, and sent by certified mail, return receipt requested, addressed to the respective party at the address set forth below, or at such other address the receiving party may have theretofore prescribed by written notice to the sending party:

If to THE CITY OF LA PORTE

City of La Porte
Attention: Corby Alexander
604 W. Fairmont Parkway
La Porte, Texas 77571

If to THE ECONOMIC ALLIANCE:

Economic Alliance Houston Port Region
Attention: Chad Burke, President/CEO
203 Ivy Avenue, Ste 200
Deer Park, Texas 77536

Section 7.06. This Agreement contains the entire agreement of the parties and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

**ECONOMIC ALLIANCE
HOUSTON PORT REGION**

By _____
Chad D. Burke, President/CEO

Date Signed: _____

ATTEST

By _____

Name _____

Title _____

LA PORTE DEVELOPMENT CORPORATION: CITY OF LA PORTE:

By _____
Richard Warren, Chairman

Date Signed: _____

ATTEST

By _____

Name _____

Title _____

By _____
Louis R. Rigby, Mayor

Date Signed: _____

ATTEST

By _____

Name _____

Title _____

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WHEREAS, THE CITY promotes economic development in La Porte, Harris County, Texas; and;

WHEREAS, THE CITY seeks assistance to fulfill its economic development initiatives in La Porte, Texas; and

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- c. Retaining existing jobs;
- d. Creating an economic climate conducive to the development and growth of business investment and commerce;
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Scope of Services

Section 3.01: Services to be Provided: THE ECONOMIC ALLIANCE will provide to THE CITY the services described in the following paragraphs:

- a. Conduct one educational seminar specific to THE CITY for local economic and community development professionals, as well as government officials, local business and community leaders;
- b. Establish an ongoing program to develop quality prospect leads, focusing on the targeted industries of greatest importance to THE CITY;
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- 1. Provide annual or more frequent reports to THE CITY on the performance of the services described and outlined herein;

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continued financing of this agreement in any fiscal year budget, or amendment to same. THE ECONOMIC ALLIANCE agrees and recognizes that CITY must budget for and approve of all purchases on a yearly basis and is unable to obligate revenues beyond the current fiscal year.

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- b. THE ECONOMIC ALLIANCE becomes insolvent;
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Section 7.04. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas and of the United States of America and is performable in Harris County, Texas.

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If to THE CITY OF LA PORTE

City of La Porte
Attention: Corby Alexander
604 W. Fairmont Parkway
La Porte, Texas 77571

If to THE ECONOMIC ALLIANCE:

Economic Alliance Houston Port Region
Attention: Chad Burke, President/CEO
203 Ivy Avenue, Ste 200
Deer Park, Texas 77536

Section 7.06. This Agreement contains the entire agreement of the parties and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

**ECONOMIC ALLIANCE
HOUSTON PORT REGION**

By Chad D. Burke
Name: Chad D. Burke
Title: President/CEO
Date Signed: 8.21.18

ATTEST

By Bridget Yeary
Name: Bridget Yeary
Title: Financial/Adm. Mgr.

LA PORTE DEVELOPMENT CORPORATION:

By Richard Warren
Name: Richard Warren, President
Date Signed: 7-23-2018

ATTEST

By Patrice Fogarty
Name: Patrice Fogarty
Title: City Secretary

CITY OF LA PORTE:

By Louis Rigby
Name: Louis Rigby, Mayor
Date Signed: 8-13-18

ATTEST

By Patrice Fogarty
Name: Patrice Fogarty
Title: City Secretary



REQUEST FOR LA PORTE DEVELOPMENT CORPORATION BOARD AGENDA ITEM

Agenda Date Requested: May 24,, 2021

Requested By: Corby D. Alexander

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: New Amended Development Agreement,
Redline New Amended Development Agreement, & Incentive
Application

Appropriation

Source of Funds: Special Programs

Account Number: 038-6030-565-9997

Amount Budgeted: \$135,000

Amount Requested: N/A

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

The La Porte Development Corporation (LPDC) Board has approved an original and amended & restated development agreement related to the project at 100 W. Main Street. The applicant Marion (Marty) and Vicki Campise have purchased the Main Street bank building located at 100 W. Main Street.. 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. However, the development agreement states the applicant must invest a minimum of \$650,000 exclusive of the cost to purchase the land and building.

On February 24th, the LPDC 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. The development original 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.

Due to several delays in starting and performing the work, the applicant had not been able to satisfy the requirements of the 1st benchmark. At the April 26, 2021 LPDC Board meeting, the Board approved an amended and restated development agreement by extending the first benchmark to May 15, 2021.

Staff has been in close contact with the applicant. While, the applicant has been working very diligently, at the time of this report it is unlikely that substantial completion will be reached when previously predicted. Generally, "substantially complete" is commonly used and understood term in the construction industry, which means the point where the owner can occupy and/or use the project site for its intended purpose. Staff is requesting a 60 day extension to both benchmark. Staff believes that the applicant is very close and may reach substantial completion by the time of the meeting of Development Corporation. However, 60 days would be ample time to satisfy development agreement requirements.

Staff is recommending the Board approve the attached amended and restated development agreement for the 100 W. Main Street project to include extending both benchmark dates by 60 days as follows:

- 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 July 15, 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 August 31, 2021.

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.

Approved for the La Porte Development Corporation Board meeting agenda.

Corby D. Alexander, City Manager

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 JulyMay 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 JulyMay 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 JulyMay 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~~August 30~~1~~, 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~~August 30~~1~~, 2021 is not delivered to and received by LPDC by ~~October~~August -31~~0~~, 2021. Proof of employment, for purposes of this agreement, may be satisfied by submission to LPDC by the said ~~October~~August -30~~1~~, 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 ~~October~~August 30~~1~~, 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 CORPORATION

Richard Warren, President

ATTEST

Secretary of the Corporation

Marion Campise

Vicki Campise

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 July 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 July 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 July 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 August 31, 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 August 31, 2021 is not delivered to and received by LPDC by October 31, 2021. Proof of employment, for purposes of this

agreement, may be satisfied by submission to LPDC by the said October 31, 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 October 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 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

Richard Warren, President

ATTEST

Secretary of the Corporation

Marion Campise

Vicki Campise

DATE



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. 14TH 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 PORRA = 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^{1K} 250,000</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:

[Signature]
Authorized Signature

1-29-20
Date

MARION CAMPBELL
Printed Name

PROPRIETOR
Title

281-413-3860
Telephone