

NANCY OJEDA
PRESIDENT

BRENT MCCAULLEY
COUNCILPERSON

AMANDA GERRISH
BOARD MEMBER

CHUCK ENGELKEN
COUNCILPERSON



DANNY EARP
BOARD MEMBER

JOHN BLAKEMORE
BOARD MEMBER

RICHARD WARREN
VICE-PRESIDENT

LA PORTE DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING AGENDA

Monday, March 25, 2024, 5:00 p.m.

Notice is hereby given of a regular meeting of the La Porte Development Corporation Board of Directors to be held on March 25, 2024, at 5:00 p.m. in the City Hall Council Chamber, 604 West Fairmount Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

Remote participation is available. Attend via a screen using the link.

<https://us02web.zoom.us/j/84719540835?pwd=MTkvV2R2dFVYcm03SmdZaGJxSE03QT09>

Join by phone at 877-853-5257 or 888-475-4499. The meeting ID is 847 1954 0835 and the passcode is 289134.

-
- 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 February 26, 2024, La Porte Development Corporation Board of Directors meeting. [Lee Woodward, City Secretary]
 - b. 531 N. 10th Street Enhancement Grant
Presentation, discussion, and possible action to approve an enhancement grant agreement between the La Porte Development Corporation and Girard Equipment, Inc., in an amount not to exceed \$2,056.75, for improvements to building sign located on real property at 531 N. 10th Street, La Porte, Texas. [Haley Bowers, Economic Development Manager]
 - 4. STAFF REPORTS**
 - 5. SET NEXT MEETING**
 - 6. BOARD COMMENTS**
 - 7. ADJOURN**

If, during the course of the meeting and discussion of any items covered by this notice, the La Porte Development Corporation Board of Directors 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 551.087 - 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 of Directors 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), three 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 March 25, 2024, La Porte Development Corporation Board of Directors meeting 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:

TIME:

TAKEN DOWN:

Lee Woodward, City Secretary



MINUTES OF THE MEETING OF THE LA PORTE DEVELOPMENT CORPORATION BOARD OF DIRECTORS

**February 26, 2024, 5:00 p.m. - City Hall Council Chamber
604 West Fairmont Parkway, La Porte, Texas, 77571**

Members present: Nancy Ojeda, Richard Warren, Chuck Engelken, Danny Earp,
Amanda Gerrish, Brent McCaulley, John Blakemore

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

**The La Porte Development Corporation Board of Directors held a meeting on
February 26, 2024, at the City Hall Council Chambers, 604 West Fairmont
Parkway, La Porte, Texas, at 5:00 p.m.**

1. CALL TO ORDER

President Ojeda 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 public comments.

3. AUTHORIZATIONS

- a. **Presentation, discussion, and possible action to approve the minutes of the January 22, 2024, La Porte Development Corporation Board of Directors meeting. [Lee Woodward, City Secretary]**

Member Engelken moved to approve the minutes of the January 22, 2024, La Porte Development Corporation Board of Directors meeting; the motion was seconded by Member Earp; the motion was adopted, 6-0 (Member Warren had stepped away from the meeting).

- b. **Public Hearing**

The La Porte Development Corporation Board of Directors will hold a public hearing to receive comments on a proposed project for new or expanded business enterprise at 321 W. Main Street, La Porte, Texas; followed by discussion and possible action to approve a project providing financial incentive in an amount not to exceed \$22,483.00 to Shelley Whalen for new or expanded business enterprise providing infrastructure and site improvements for her business located at 321 W. Main Street, La Porte, Texas. [Haley Bowers, Economic Development Manager]

President Ojeda opened the public hearing at 5:02 p.m. Haley Bowers provided an update. There were no public comments. President Ojeda closed the public hearing at 5:12 p.m.

Member Engelken moved to approve a project, providing a financial incentive in an amount not to exceed \$22,483.00 to Shelley Whalen for new or expanded business enterprise providing infrastructure and site improvements for her business located at 321 West Main Street, La Porte, Texas; Member Gerrish seconded the motion; the motion was adopted, 7-0.

c. Development Agreement

Presentation, discussion, and possible action to approve a Development Agreement for 321 W. Main Street, La Porte, Texas, an incentive for renovation of Dimensions Comics, Music, and More, not to exceed \$22,483.00. [Haley Bowers, Economic Development Manager]

Member Engelken moved to approve a Development Agreement for 321 West Main Street, La Porte, Texas, an incentive for renovation of Dimensions Comics, Music, and More, not to exceed \$22,483.00; the motion was seconded by Member Warren; the motion was adopted, 7-0.

d. Enhancement Grant

Presentation, discussion, and possible action to approve an enhancement grant in an amount not to exceed \$7,250.00 to Shelley Whalen for the enhancements to the façade of the building being utilized by her business, Dimensions Comics, Music, & More, located at 321 W. Main Street, La Porte, Texas. [Haley Bowers, Economic Development Manager]

President Earp moved to postpone the item until other artist renderings for wall murals could be viewed; President Ojeda seconded the motion; the motion was adopted, 5-2, Members McCaulley and Gerrish voting against.

e. Incentive Payment

Presentation, discussion, and possible action to approve the second of two incentive payments to Frank Nance, owner of State Farm, 508

W. Main Street, La Porte, Texas, in an amount not to exceed \$15,000.00, under terms of August 22, 2022, incentive agreement between the La Porte Development Corporation and Frank Nance. [Haley Bowers, Economic Development Manager]

Member Engelken moved to approve the second of two incentive payments to Frank Nance, owner of State Farm, 508 West Main Street, La Porte, Texas, in an amount not to exceed \$15,000.00, under terms of the August 22, 2022, incentive agreement between the La Porte Development Corporation and Frank Nance; the motion was seconded by Member Warren; the motion was adopted, 7-0.

- f. Presentation, discussion, and possible action to provide direction to administrative staff on an opportunity for a new business within the City of La Porte. [Haley Bowers, Economic Development Manager]**

Haley Bowers provided an update on the proposed business.

4. STAFF REPORTS

- a. Update on The Retail Coach and ICSC Conference [Haley Bowers, Economic Development Manager]**

Haley Bowers shared the positive experience that she and Matt Daeumer had at the ICSC event in Dallas.

5. SET NEXT MEETING

The next meeting was set for March 25 and the April 11 budget workshop was set for 6-8 p.m.

6. BOARD COMMENTS

There were no comments.

7. ADJOURN

President Ojeda adjourned the meeting at 5:36 p.m.

Lee Woodward, City Secretary



REQUEST FOR LA PORTE DEVELOPMENT CORPORATION BOARD AGENDA ITEM

Agenda Date Requested: <u>March 25, 2024</u> Requested By: <u>Haley Bowers, Econ. Dev. Mgr.</u> Department: <u>Administration/CMO</u> <input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>015 – General CIP Enhancement Grant</u>
Account Number:	<u>015-9892-993-1100</u>
Amount Budgeted:	<u>\$230,007.00</u>
Amount Requested:	<u>\$2,056.75</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Application, quotes, proofs, photos, and agreement.

SUMMARY & RECOMMENDATIONS

Presentation, discussion, and possible action to approve an enhancement grant agreement between the La Porte Development Corporation and Girard Equipment, Inc., in an amount not to exceed \$2,056.75, for improvements to building sign located on real property at 531 N. 10th Street, La Porte, Texas. [Haley Bowers, Economic Development Manager]

City staff received an Enhancement Grant application from Andrew Mulvey for enhancements to his business, Girard Equipment Inc, located at 531 N. 10th Street. The sign has been damaged by the weather and the applicant seeks to repair the sign and paint the pole to restore its original appearance. The applicant has provided the required quotes for the scope of work.

The applicant submitted quotes from Humble Sign Co for \$9,772.59, Signworx for \$20,215.69, Royal Signs & Awnings for \$6,405.15, and La Porte Sign Company (La Porte business) for \$4,113.50.

Humble Sign Co	\$9,772.59
Signworx	\$20,215.69
Royal Signs & Awnings	\$6,405.15
La Porte Sign Company	\$4,113.50
Lowest Quote	\$4,113.50
Reimbursement	\$2,056.75

Based on the quotes submitted and the enhancement grant policy, the applicant qualifies for an enhancement grant in an amount not to exceed \$2,056.75. Replacing damaged signs on major corridors cleans up the City of La Porte and improves the overall appearance of the City.

ACTION REQUIRED BY LPDC BOARD

Approve an enhancement grant agreement between the La Porte Development Corporation and Girard Equipment, Inc., in an amount not to exceed \$2,056.75, for improvements to building sign located on real property at 531 N. 10th Street, La Porte, Texas.

BUSINESS. BY THE BAY.

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: 3/8/2024

ANDREW MULVEY

Applicant Name

GIRARD EQUIPMENT INC

Business Name

531 N 10th St, LA PORTE, TX 77571

Physical Business Address

Business Owner (if different from applicant)

531 N 10th St, LA PORTE, TX 77571

Mailing Address

330-418-4770

amulvey@girardequip.com

Contact Phone

Email Address

TYPE OF WORK (check all that apply):

☒ Façade

☐ Awnings/Signage

☐ Beautification

☐ Parking Lot Improvements

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

We have a sign that has been damaged due to weather. The improvements would be to replace the to its original appearance and paint the pole. I have already received 3 Quotes to do so.

BUSINESS, BY THE BAY.

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. HUMBLE SIGN CO.	\$ 9,772.59
2. SIGNWORX	\$ 20,215.69
3. ROYAL SIGNS & AWNINGS	\$ 6,405.15
4. La Porte sign company HB	\$ 4,113.50 HB
5.	\$

BUDGET DETAIL

PROJECT EXPENDITURES	FUNDS	FUNDS APPLIED	TOTAL
Façade Rehab	\$	\$	\$
Awnings/Signage	\$ 2,050.75 HB	\$ 2,050.75 HB	\$ 4,113.50 HB
Beautification	\$	\$	\$
Parking Lot Improvements	\$	\$	\$
Other (list):	\$	\$	\$
TOTAL	\$	\$	\$

Total estimated cost of proposed project: \$ 4,113.50 HB

Amount requested (up to 50% of total cost, \$2,500 to \$50,000): \$ 2,050.75 HB

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

03/08/24
DATE

LA PORTE ENHANCEMENT GRANT PROGRAM
PAGE 8, Revised 07/12/2022

HUMBLE SIGN CO
20620 Townsen Boulevard East Humble, Texas 77338
(281) 812-2100

License #: TECL - 18688
HumbleSignCo.com



Quote 38890

SALES REP INFO
Cara A Cook
cara@humblesignco.com
+1

QUOTE DATE
02/07/2024
QUOTE EXPIRY DATE
04/07/2024

TERMS
50% / Bal due prior to install

REQUESTED BY
Girard Equipment Inc
531 North 10th Street
Conroe, TX 77301

INSTALL ADDRESS
531 North 10th Street
La Porte, TX 77571

CONTACT INFO
Andrew Mulvey
amulvey@girardequip.com
(330) 418-4770

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Design Proof (for HSC internal use only)	1	Each	\$0	\$0	Y
2	Field Survey Scope of project: - Take photos and measurements of all signage on site - Take photos and measurements of all areas where signs are to be installed on site - Determine colors, materials, and conditions of existing signage cabinets, faces, walls and poles - Determine access for electrical - Determine any obstacles to installation	1	Each	\$450.00	\$450.00	Y
3	Flex Face Panels for Existing Cabinet (Sign A) Produce (2) flex face panels to existing cabinet. Overall Size: 6'-0"H x 24'-0"W Production Specs: FACES • FACES: V1 DIGITALLY PRINTED FLEX FACES	1	Each	\$3,767.00	\$3,767.00	Y
4	Installation of Flex Faces (Sign A) Scope of work: -Installation of (2) new flex faces Assumes: - Existing trees will not impede installation of new faces (field survey to determine) - Access is available on neighboring property to install opposite side flex face - Existing flex face clips are in good condition and can be reused for installation of new faces - Reasonable access with a 60' bucket truck for installation during normal business hours M-F / 8am-5pm	1	Each	\$3,317.40	\$3,317.40	Y
5	Paint Pole / Cabinet Scope of work: - Provide Paint REPAINT • REPAINT CABINET, RETAINERS, POLE & HARDWARE. FINISH: P1	1	Each	\$1,493.40	\$1,493.40	Y

- Existing trees will not impede painting of the pole sign (field survey to determine)
- Pole does not need to be sanded down
- Reasonable ground access with a 60' bucket truck
- Work can occur during normal business hours (M-F 8AM to 5PM)

Subtotal:	\$9,027.80
Sales Tax (8.25%):	\$744.79
Total:	\$9,772.59

\$4,886.30

DATE:

GIRARD **EQUIPMENT, INC.**

GIRARD EQUIPMENT, INC.

531 N 10TH ST, LA PORTE, TX 77571

Proof 1 of 1

EXTERIOR SIGN PACKAGE



Why You Should Choose Humble Sign Co

“Not all Signs are Created Equal”



Premium Service

Our team of skilled professionals is committed to proactive communication. We handle every aspect of sign making in-house, from permitting to installation, ensuring a seamless process and timely delivery.

Humble Sign Co.

4.9 ★★★★★ 167 Google reviews

Small business · Sign shop in Humble, Texas

5-Star Google Rating

Rated 4.9/5 on Google, our reputation speaks for itself. Our dedication to quality and customer satisfaction has earned us a top-tier Google rating, reflecting our commitment to delivering the best signage solutions.



Quality Construction

We use all-aluminum construction, high-grade LEDs, automotive-grade paint for a flawless finish, and much more to ensure durable, vibrant signs backed by our unmatched 10 year warranty.

These Companies Trust Us



SIGN LEGEND

SIGN A

FACES



SIGN LOCATIONS
SCALE: NTS

CLIENT:	GIRARD EQUIPMENT, INC.
ADDRESS:	531 N. 10TH ST.
CITY/STATE:	LA PORTE, TEXAS 77571
DATE:	2.11.24

DRAWING:	QT 38890
DESIGNER:	STEVE HITT
SALES REP:	CARA COOK
JOB PM:	

REVISIONS	
R1	
Page 14 of 32	

PRIMARY ELECTRICAL
UNLESS OTHERWISE SPECIFIED, ELECTRICAL SIGNS WILL BE MANUFACTURED WITH 120 VOLTS A.C. PRIMARY ELECTRICAL SERVICE. THE FINAL CONNECTION THEREOF IS THE TOTAL RESPONSIBILITY OF THE CLIENT WITHIN 6 FEET OF THE ELECTRICAL SIGN
Ⓜ SPECIFICATIONS
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN

120 VOLT ELECTRICAL
ELECTRICAL LOAD: SIGN <input type="text"/>
20 AMP CIRCUIT: <input type="text"/>
ELECTRICAL LOAD: EMC <input type="text"/>
20 AMP CIRCUIT: <input type="text"/>

SIGNATURE
CLIENT: <input type="text"/>
DATE: <input type="text"/>
PAGE 3 OF 5

SIGN A

QTY: 2

REMOVE & DISPOSE OF EXISTING FACES

FABRICATE AND INSTALL A SET FLEX FACES FOR EXISTING D/F CABINET - REPAINT POLE & CABINET

FACES

- FACES: V1 DIGITALLY PRINTED FLEX FACES

REPAINT


- REPAINT CABINET, RETAINERS, POLE & HARDWARE. FINISH: P1

COLORS

PAINT COLORS - SATIN FINISH

☐ P1: WHITE

VINYL COLORS

 V1: DIGITAL PRINT W/ UV COATING

ARTWORK REQUIRED PRIOR TO FABRICATION

SURVEY REQUIRED PRIOR TO FABRICATION



SIGN LAYOUT
SCALE: 3/8" = 1'-0"



EXISTING ELEVATION
SCALE: 1/8" = 1'-0"



UPDATED ELEVATION
SCALE: 1/8" = 1'-0"



NIGHT VIEW

CLIENT:	GIRARD EQUIPMENT, INC.
ADDRESS:	531 N. 10TH ST.
CITY/STATE:	LA PORTE, TEXAS 77571
DATE:	2.11.24

DRAWING:	QT 38890
DESIGNER:	STEVE HITT
SALES REP:	CARA COOK
JOB PM:	

REVISIONS	
R1	
Page 16 of 32	

PRIMARY ELECTRICAL
UNLESS OTHERWISE SPECIFIED, ELECTRICAL SIGNS WILL BE MANUFACTURED WITH 120 VOLTS A.C. PRIMARY ELECTRICAL SERVICE. THE FINAL CONNECTION THEREOF IS THE TOTAL RESPONSIBILITY OF THE CLIENT WITHIN 6 FEET OF THE ELECTRICAL SIGN
Ⓛ SPECIFICATIONS
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN

120 VOLT ELECTRICAL
ELECTRICAL LOAD: SIGN <input type="text"/>
20 AMP CIRCUIT: <input type="text"/>
ELECTRICAL LOAD: EMC <input type="text"/>
20 AMP CIRCUIT: <input type="text"/>

SIGNATURE
CLIENT: <input type="text"/>
DATE: <input type="text"/>
PAGE 5 OF 5



SIGNWORX

2022 Pech Road • Houston, Texas 77055 • P: 713.984.2010 • F: 713.984.8064

Date: February 16, 2024

AN AGREEMENT BETWEEN 4D SIGNWORX, LTD. AND: Girard

Job Name: Girard

Project/ Job Number: PRO24-0210

Contact Name: Andrew Mulvey

Phone: 330-418-4770

Email: amulvey@girardequip.com

Billing Address: 531 N 10th St, La Porte, TX 77571

Job Address: Same as billing

"THIS PROJECT INCLUDES A 5-YEAR FULL-COVERAGE "PARTS-&-LABOR" WARRANTY"

SCOPE OF WORK TO BE PERFORMED:

Pylon Cabinet:

Remove and dispose of existing faces, retrofit existing cabinet to LED illumination;
Manufacture and install (2) 5'-5" x 23'-0" digital flex faces on existing double-sided pylon sign.



Bid Amount:
\$18,675

Sales Tax:
\$1,540.69

Total:
\$20,215.69

Down Payment:
\$10,107.85

PRODUCTION WILL NOT BEGIN UNTIL RECEIPT OF DOWN PAYMENT, SIGNED CONTRACT, AND WRITTEN APPROVAL OF ARTWORK. _____ (initial)



SIGNWORX

2022 Pech Road • Houston, Texas 77055 • P: 713.984.2010 • F: 713.984.8064

PROPOSAL SPECIFIC CONDITIONS:

ELECTRICAL CONNECTIVITY: It is agreed that Buyer is to furnish all primary electrical service required. All electrical signage requires a minimum of (1) dedicated circuit and must be run on a Time Clock or Photocell in order to maintain the Warranty provided. "Post-Installation" trips required or related to any electrical issues will be at the buyer's expense. _____ (initial)

SELLER'S RIGHT OF POSSESSION: Buyer recognizes and consents that all merchandise agreed to herein and above can be recalled, retaken, or repossessed until full and final payment is received by 4D Signworx, LTD. *ALL BALANCES ARE DUE UPON COMPLETION OF JOB, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE IN ADVANCE.* If balance is not paid as agreed upon, 4D Signworx, LTD reserves the right to file judgments for the total amount due including any additional expenses incurred in the process.

- Deadlines are met when the customer has provided all the required information, within the required timeframe.
- Customer must notify 4D Signworx LTD of any governing entities in which signage approval is required prior to commencing work, as well, customer is responsible for obtaining these approvals; ie. Property Management Companies, Landlord, HOA or any other Associations.
- Permits are billed at cost with a standard \$350 permit procurement fee, if the project requires permits.
- Any delays or misinformation that results in extra trips, extra artwork, or overtime are subject to additional charges.
- Vector artwork is required at time of drawing approval. Any artwork recreation, if required, is not included in contract and billable at an additional cost.
- Any hidden or unforeseen circumstances, such as underground obstructions or hidden deficiencies in the existing structures that require additional time or equipment for removal, are subject to change orders.
- Any jobs requiring a ***rush*** are subject to an additional overtime charge to meet those deadlines.
- Deposit is non-refundable. In the case a contract is cancelled by the buyer, the deposit will be credited less expenses incurred.

WARRANTY:

MATERIALS AND WORKMANSHIP ARE GUARANTEED FOR FIVE YEARS FROM THE DATE OF JOB COMPLETION. IF 4D SIGNWORX, LTD DOES NOT RECEIVE PAYMENT, NET 30 DAYS FROM THE DATE OF INSTALLATION, 4D SIGNWORX HAS THE AUTHORITY TO VOID THE WARRANTY.

4D SIGNWORX REPRESENTATIVE:

Christina Ray
4D SIGNWORX, LTD

Date: _____

CLIENT REPRESENTATIVE:

_____ **(TITLE)**

Date: _____

SIGN TYPE	MATERIAL SPEC
REMOVE EXISTING FACES ON D/S PYLON. RETRO FIT CABINET TO LEDS. PREP AND PAINT STEEL BASE AND CABINET. MFG & INSTALL (2) NEW FLEX FACES WITH GRAPHICS.	<input type="checkbox"/> FF 1: FLEX FACE MATIERIAL
	PAINT SPEC - SATIN FINISH
	<input type="checkbox"/> P1: MP - WHITE
	VINYL SPEC
	<input checked="" type="checkbox"/> V1: 3M TBD

SURVEY
REQUIRED

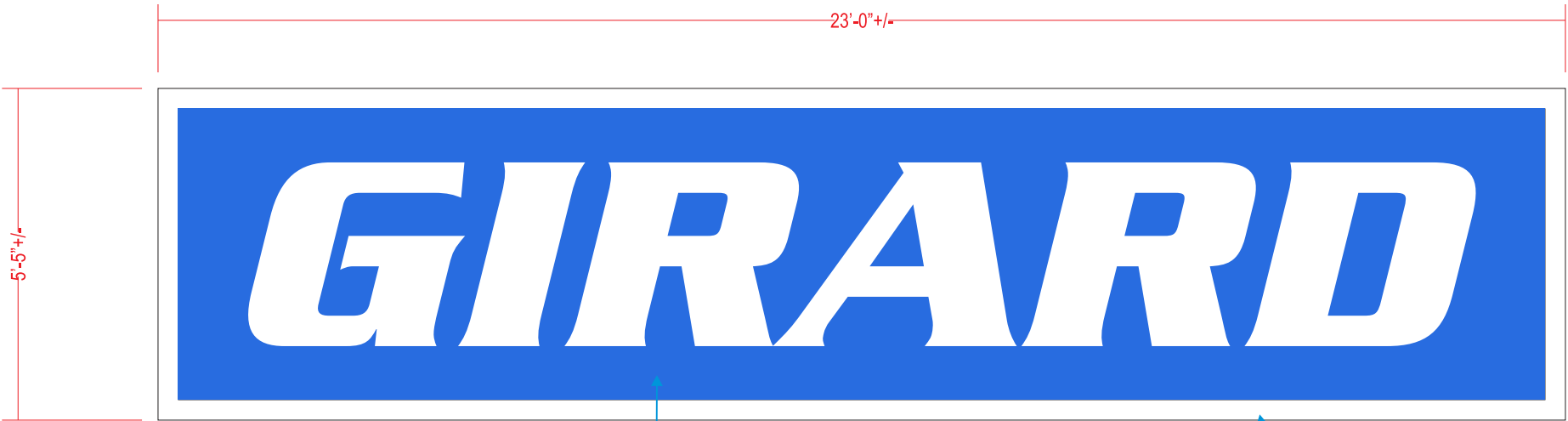
NOTE. RETRO FIT CABINET TO LEDS.
PREP AND PAINT STEEL BASE AND CABINET
LIKE NEW.

NIGHT VIEW



ELEVATION

SCALE: 1/16"=1'-0"



FF 1
V1 NEW FLEX FACES ON D/S PYLON. FULL COVERAGE VINYL WITH REVERSE CUT COPY TO MATCH V1.

P1 EXISTING CABINET AND STEEL BASE ALL PTM P1.

SIGN LAYOUT

SCALE: 3/8"=1'-0"

2022 PECH ROAD | HOUSTON, TX 77055
T: 713.984.2010 | F: 713.984.1992

PROJECT INFO

CLIENT: GIRARD
ADDRESS: 531 N. 10TH ST.
CITY, STATE: LA PORTE, TX 77571
DATE: 02/16/24
SALES REP: CR
DRAWN BY: CS

DRAWING NUMBER

PRO24-0210

W.O. (E2) NUMBER

#	DATE	REVISIONS
1		
2		
3		
4		
5		
6		

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SIGNATURES

CLIENT APPROVAL
SIGNED: _____ DATE: _____

LANDLORD APPROVAL
SIGNED: _____ DATE: _____

SALES
SIGNED: _____ DATE: _____

ESTIMATION

APPROVAL _____

APPROVAL _____ FOR ACTUAL COLORS OF ITEMS DEPICTED IN THIS DESIGN REFER TO SAMPLES, AS MONITORS & PRINTERS VARY.

APPROVAL _____ CLIENT IS RESPONSIBLE FOR SUPPLING VECTOR AND/OR HIGH-RES TYPICAL BRANDING FILES PRIOR TO PRODUCTION TO AVOID A SET-UP FEE.

APPROVAL _____

SPECIFICATION

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

ILLUMINATED

120 or 277 VOLT ELECTRICAL SERVICE

ELECTRICAL LOAD: _____
20 AMP CIRCUIT(S): _____
CLIENT TO PROVIDE ALL PRIMARY ELECTRICAL SERVICES TO THE SIGN UNLESS OTHERWISE SPECIFIED

Beyond Cellular Inc
DBA Royal Signs & Awnings
 3425 Longhorn Dr
 Houston, TX 77084 US
 +1 8326991115
 accounting@royalgroupinc.com



Estimate

ADDRESS

Andrew William Mulvey
 Girard Equipment

ESTIMATE # 3759

DATE 02/15/2024

EXPIRATION DATE 03/15/2024

PROJECT ADDRESS

531 N 10th St, La Porte, TX

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/15/2024	Pole Sign Cabinet New Face Production New 20oz digitally printed flex-faces. Measurement: 48" x 20' 2 units.	1	3,267.00	3,267.00T
02/15/2024	Sign Removal & Install - Removal/Disposal of existing old (2)4'x20' faces. - Install new flex-faces to existing pole sign cabinet, as per provided and/or approved specs.	1	1,850.00	1,850.00T
02/15/2024	Paint OPTIONAL Paint the existing Pole and Cabinet 'Black'	1	450.00	450.00T
02/15/2024	Permit Acquisition legwork to obtain permit from the city on behalf of the client.	1	350.00	350.00T
02/15/2024	City Permit Actual permit costs - will be billed separately once its available from the city. _____Initial	1	0.00	0.00

\$500.00.....Deposit	SUBTOTAL	5,917.00
\$4,133.60.....Before Production	TAX	488.15
\$1,771.55 + City Permit Fee.....Before Installation	TOTAL	\$6,405.15

Actual permit processing costs & fees will be added on the final invoice after permits are obtained. _____Initial

Electrical hook up to sign is NOT included and must be done by separate electrician, unless existing power is

Payment Methods: Online, ACH, Wire Transfer and Zelle.

available at install location. _____ Initial

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work above as specified. Payment will be made as outlined.

Accepted by _____
Signature _____
Date _____

Payment Methods: Online, ACH, Wire Transfer and Zelle.



PROPOSED SIGN



SIGN SPECS

Client: GIRARD
Initiated by: SAM, FA, TE
Prepared by: SBH
Date: 3/13/24

Rendering #:

1 - 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9 - 10

Colors#:

■ RGB#: ffc3e	CMYK: 0 20 86 0
■ RGB#: c7eafb	CMYK: 20 0 0 0
■ RGB#: 000000	CMYK: 100 100 100 100

Disclaimer: This rendering is an artistic representation of the proposed sign. While the sizing and color scheme have been carefully developed, the final sign may vary in presentation from this artwork.



18484 CLAY RD HOUSTON TX
www.ledlightsandsigns.com
email: info@ledlightsandsigns.com



02/13/2024

GIRARD

02/13/2024

SPEED
LIMIT
40

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE LA PORTE DEVELOPMENT CORPORATION, AND GIRARD EQUIPMENT INC, FOR USE OF TYPE B DEVELOPMENT CORPORATION SALES TAX FUNDS IN CONNECTION WITH THE LA PORTE DEVELOPMENT CORPORATION ENHANCEMENT GRANT PROGRAM

THIS AGREEMENT made by and entered into this ____ day of March 2024, 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 Girard Equipment, Inc., hereinafter referred to as the "Recipient".

WITNESSETH:

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

WHEREAS, the La Porte Development Corporation has established the La Porte Enhancement Grant Program, the purpose of which is to offer financial incentives in the form of matching grants to aid business establishments located in the City of La Porte, Texas; and

WHEREAS qualifying applicants for matching grants under the La Porte Enhancement Grant Program are eligible to use grant funds for building site improvements including façade rehabilitation/enhancement, new awnings, canopies, porches, and signage, beautification projects, and parking lot improvements as outlined in the guidelines of the La Porte Enhancement Grant Program; and

WHEREAS, as an approved project of the La Porte Development Corporation, the La Porte Development Corporation will provide to qualifying applicants of the Enhancement Grant Program a subsidy of up to one-half (1/2) of the cost of building site enhancements, up to a maximum match amount of \$50,000.00; and

WHEREAS, the Recipient leases commercial property located at 531 N. 10th Street, La Porte, Texas, (the "Business Site" herein) for which Recipient wishes to make certain improvements, hereinafter described, under an Enhancement Grant Program application; and

WHEREAS, the Recipient wishes to renovate the Business Site by completing the following projects: replacement of signage; which would result in the expenditure by Recipient of an estimated **\$4,113.50** in capital improvements and directly or indirectly support the employment of at least one (1) employee at the Business Site, with one-half (50%) of such capital expenditure being eligible for reimbursement by the La Porte Development Corporation, up to a maximum of \$50,000.00; and

WHEREAS, the provision of financial incentives to the Recipient in connection with a La Porte Enhancement Grant Program application qualifies as a project of the LPDC for infrastructure, site improvements and other 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 previously approved as a general project of the La Porte Development Corporation the Enhancement Grant Program, with the condition that expenditures for any Enhancement Grant Program project providing for a contribution of the LPDC Board greater than \$25,000.00 must also be 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 the Recipient making eligible and approved improvements to the Business Site at 531 N. 10th Street, La Porte, Texas, in connection with an application under the La Porte Enhancement Grant Program, which program was considered in that certain public hearing and approved by formal action of the LPDC Board authorizing a proposed project for the expenditure of LPDC funds for the promotion or development of new or expanded business enterprises on December 13, 2021, LPDC agrees to provide the Recipient with a one-half (50%) matching grant payment in an amount not to exceed **\$2,056.75**, as a one-half (50%) match for Recipient's capital expenditure of **\$4,113.50**, which **\$2,056.75** payment shall be distributed upon the attainment of the following conditions:

- 1) Receipt by the LPDC of copies all applicable invoices and receipts of payment for the same invoices for all project components for the Business Site, which were previously approved by the LPDC Board, and have been completed;
- 2) Receipt by the LPDC of pictures showing proof of completion of each of the project components for the Business Site previously approved by the LPDC Board;
- 3) Receipt by LPDC of copies of all certificates and permits required by the City of La Porte, Texas, if any, to the Recipient for completion of the renovated Business Site;
- 4) Proof of minimum capital investment in the amount of **\$4,113.50** applied towards eligible and approved improvements of the Business Site and related infrastructure and site work. The renovation to the Business Site and related

infrastructure for which the required capital investment is made, must, at a minimum, include the following scope of work, and in the amounts indicated:

Signage	\$4,113.50
Total	\$2,056.75

- 5) Submission to LPDC of an employment roster evidencing that Recipient employs at least one full-time or part-time equivalent individuals as employees at the Business Site. Proof of employment, for purposes of this agreement, shall require Recipient to produce a) copies of Recipient's 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 Recipient's Board of Directors affirming that one (1) full time employee is employed by Recipient for positions permanently located at Business Site.
- 6) In no case will the payment of **\$2,056.75** be made by the LPDC if all the required items listed above are not delivered to and received by LPDC within one (1) year from the date on which this agreement is approved by the Board of the La Porte Development Corporation. In the case that all the required items listed above for the Business Site are presented to LPDC on or before said deadline, the LPDC shall convene a meeting of the LPDC Board of Directors for a date no later than forty-five (45) days. Upon verification of the completion of all project components by the LPDC Board for the Business Site, as reflected by formal vote of the LPDC Board of Directors that the Recipient has satisfied the requirements of this paragraph, LPDC will then remit the sum of **\$2,056.75** to the Recipient within a period not to exceed thirty (30) days.

ARTICLE II

All funds received as herein provided shall be solely for the purpose of contributing towards the Recipient's costs in making eligible and approved improvements to the Business Site.

The 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 **\$2,056.75**, nor shall LPDC be obligated to reimburse Recipient for requests delivered to LPDC after the termination of this Agreement.

ARTICLE IV

The Recipient understands that the funds paid to the 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. The 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 the 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 the 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 the Recipient shall refund, any funds that are not spent in accordance with the terms of this Agreement, including 1) LPDC funds spent by the Recipient in contravention of this Agreement and 2) any LPDC funds previously paid to the 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 will expire one (1) year from the date on which the Board of the La Porte Development Corporation approved the enhancement grant for Recipient.

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 the Recipient. The Recipient shall have exclusive control of, and the exclusive right to control the details of the work to be performed by the 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 the Recipient's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the LPDC.

ARTICLE IX

The 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 the Recipient or in the performance of services performed and to be performed by the Recipient hereunder. The 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 the 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

The 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

The 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 the Recipient 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 the Recipient except as herein provided, and which by the exercise of due diligence LPDC or the 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 the Recipient on the dates indicated below.

LA PORTE DEVELOPMENT CORPORATION

Nancy Ojeda, President

Date

ATTEST

Secretary of the Corporation

GIRARD EQUIPMENT INC

Andrew Mulvey, North American Sales Manager

Date

ATTEST
