

RICHARD WARREN, PRESIDENT

MIKE CLAUSEN, BOARD MEMBER

SHELLEY FULLER, BOARD MEMBER

RANDY WOODARD, BOARD MEMBER

VENESSA GUERRERO, BOARD MEMBER

NANCY OJEDA, VICE-PRESIDENT

CHUCK ENGELKEN, BOARD MEMBER



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 **October 24, 2016**, at the **City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas**, beginning at **5:00 PM** to consider the following items of business:

1. CALL TO ORDER

2. CONSENT AGENDA *(All consent agenda items are considered routine by the La Porte Development Corporation Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member requests an item be removed and considered separately)*

- (a) Consider approval or other action regarding minutes of the meeting held on September 26, 2016 - P. Fogarty
- (b) Financial Report - M. Dolby
- (c) Consider approval or other action authorizing Staff to execute payment in the amount of \$185,000.00 to "ACT Independent Turbo Services, Inc., in accordance with terms of incentive agreement - T. Leach

3. AUTHORIZATIONS

- (a) Consider approval or action authorizing the Board President Richard Warren to sign and execute a development agreement with Patrasia Hefley for an enhancement grant project in an amount not to exceed \$25,000.00 for property located at 832. S. Broadway La Porte, Texas - T. Leach
- (b) Consider approval or other action designating projects of the La Porte Development Corporation and authorize Staff to publish public hearing notice for January 9, 2017 - T. Leach
- (c) Consider approval or other action authorizing Board President Richard Warren to execute and sign a development agreement with "Deborah S. Bernay, O.D." (dba La Porte Vision Center) for an enhancement grant for an amount not to exceed \$2,950.00 for property located at 401 W. Fairmont Parkway La Porte, Texas - T. Leach

4. SET DATE FOR NEXT MEETING

5. Board member comments regarding matters appearing on agenda; Recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies.

6. Adjourn

The La Porte Development Corporation Board reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code (the Texas open meetings laws).

In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meetings. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

CERTIFICATION

I certify that a copy of the October 24, 2016 , agenda of items to be considered by the Board of the La Porte Development Corporation was placed on the City Hall Bulletin Board on October 18, 2016.

Patrice Fogarty

Patrice Fogarty, City Secretary

RICHARD WARREN, PRESIDENT
NANCY OJEDA, VICE-PRESIDENT
CHUCK ENGELKEN, BOARD MEMBER
VENESSA GUERRERO, BOARD
MEMBER



MIKE CLAUSEN, BOARD MEMBER
RANDY WOODARD, BOARD MEMBER
SHELLEY FULLER, BOARD MEMBER

MINUTES OF LA PORTE DEVELOPMENT CORPORATION BOARD MEETING OF SEPTEMBER 26, 2016

The City of La Porte Development Corporation Board met on **September 26, 2016**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, 77571, at **5:00 p.m.** to consider the following items of business:

1. CALL TO ORDER

President Richard Warren called the meeting to order at 5:00 p.m. The following members of the La Porte Development Corporation Board were present: Board members Fuller, Woodard, Clausen, Guerrero, and Ojeda. Staff Present: Corby Alexander, Traci Leach, Patrice Fogarty and Clark Askins. Board member Engelken arrived at 5:01 p.m.

2. CONSENT *(All consent agenda items are considered routine by the La Porte Development Corporation Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member requests an item be removed and considered separately.)*

(a) Consider approval or other action regarding minutes of the La Porte Development Corporation Board meeting held on August 29, 2016 – P. Fogarty

(b) Financial Report – M. Dolby

(c) Consider approval or other action authorizing Staff to execute payment in the amount of \$17, 045.50 to Lawrence W. Maher, Jr., Family Trust for completion of enhancement grant project, in accordance with terms of incentive agreement – T. Leach

Board member Clausen moved to approve the Consent Agenda items pursuant to staff recommendations. Board member Ojeda seconded. **MOTION PASSED UNANIMOUSLY 6/0.**

Board member Engelken had not arrived in time for the vote. He arrived at 5:01 p.m.

3. AUTHORIZATIONS

(a) Consider approval or other action authorizing Board President Richard Warren to sign and execute a development agreement with Lettie Sanchez for an enhancement grant project in an amount not to exceed \$7,559.73 for property located at 912 W. Main – T. Leach

Assistant City Manager Traci Leach presented a summary. Board member Clausen asked Ms. Leach to list the major components of the project, and she did.

Board member Clausen moved to authorize Board President Richard Warren to sign and execute a development agreement with Lettie Sanchez, for an enhancement grant project in an amount not to exceed \$7,559.73 for property located at 912 W. Main. Board member Ojeda seconded the motion. **MOTION PASSED UNANIMOUSLY 7/0.**

- (b) Consider approval or other action authorizing the Board President Richard Warren to sign and execute a development agreement with Margaret Lindsey Russell for an enhancement grant project in an amount not to exceed \$25,000.00 for property located at 1026 S. 8th Street La Porte, Texas – T. Leach

Assistant City Manager Traci Leach presented a summary. Board member Ojeda asked if the business is currently for sale. Ms. Russell responded yes.

Board member Engelken asked if the business is for sale and the Board approves the development agreement, how it will affect the new owner.

Assistant City Attorney Clark Askins advised there is a clause in the agreement saying a new owner cannot be reassigned to the development agreement without written consent of the La Porte Development Corporation Board and suggested if there is a new owner, the agreement come back to the Board.

Board member Ojeda commented she has a problem with approving the development agreement knowing the business will be sold.

Board member Woodard moved to authorize Board President Richard Warren to sign and execute a development agreement with Margaret Lindsey Russell for an enhancement grant project in an amount not to exceed \$25,000.00 for property located at 1026 S. 8th Street La Porte, Texas. President Warren seconded. **MOTION FAILED.**

Ayes:	President Warren, Board members Woodard and Clausen
Nays:	Vice-President Ojeda, Board members Engelken, Fuller and Guerrero
Absent:	None

- (c) Consider approval or other action regarding the appointment of a President and Vice-President for the Board of the La Porte Development Corporation – T. Leach

Assistant City Manager Traci Leach presented a summary. Vice-President Ojeda nominated Board member Engelken, but he declined.

Board member Engelken moved to keep as is, with Richard Warren as President and Nancy Ojeda as Vice-President. Board member Clausen seconded the motion. **MOTION PASSED UNANIMOUSLY 7/0.**

Vice-President Ojeda left the meeting at 5:24 p.m.

- (d) Consider approval or other action designating projects of the La Porte Development Corporation and authorize Staff to publish public hearing notice for December 12, 2016 – T. Leach

Assistant City Manager Traci Leach presented a summary.

Board member Engelken moved to designate projects of the La Porte Development Corporation and authorize Staff to publish public hearing notice for December 12, 2016. Board member Fuller seconded the motion. **MOTION PASSED UNANIMOUSLY 6/0.** Vice-President Ojeda had left the meeting.

4. SET DATE FOR NEXT MEETING

Board members set the next meeting date for Monday, October 24, 2016, at 5:00 p.m.

5. BOARD MEMBER COMMENTS regarding matters appearing on agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies.

Board member Engelken inquired on the status of hiring a new Economic Development Coordinator for the La Porte Development Corporation Board. Assistant City Manager Traci Leach informed the Board that numerous applications have been received, and Staff has narrowed it down to four applicants and is working with the Human Resource Department to coordinate interviews with the individuals.

6. ADJOURN

There being no further business, Board member Woodard moved to adjourn the meeting at 5:29 p.m. Board member Guerrero seconded the motion. **MOTION PASSED UNANIMOUSLY 6/0.** Vice-President Ojeda was absent.

Respectfully submitted,

Patrice Fogarty, City Secretary

Passed and approved on this the 24th day of October, 2016.

President Richard Warren

This is an Unaudited Statement.

**City of La Porte
La Porte Development Corporation (038) Fund Summary
(Section 4B Sales Tax)**

	<u>Previous Report</u>	<u>FY 2015-16</u>	<u>FY 2014-15</u>
Unaudited Beginning Fund Balance 9/30	\$ 4,544,417	\$ 4,544,417	\$ 3,213,390
Plus Year to Date Revenues:			
1/2 Cent Sales Tax	1,695,433	1,854,733	2,097,221
Transfers-In	-	-	175,000
Interest Income	17,884	20,926	7,734
Total Revenues	<u>1,713,317</u>	<u>1,875,659</u>	<u>2,279,955</u>
Equals Total Resources	6,257,734	6,420,076	5,493,345
Less Year to Date Expenditures:			
Payroll	78,745	80,549	103,544
Supplies	1,243	1,394	1,550
Services & Charges (Memberships, Training, Advertising, Legal, Utilities)	119,827	147,360	163,079
Incentive Grants	180,000	180,000	88,000
Debt Service Transfer *	623,946	680,668	1,083,817
Total Expenditures	<u>1,003,761</u>	<u>1,089,971</u>	<u>1,439,990</u>
Estimated Year to Date Fund Balance as of 9/30/2016	\$ 5,253,973	\$ 5,330,105	\$ 4,053,355
Commitments			
Pipeline Grill		\$ 200,000	
Fischer's Hardware		120,000	
Richard Industrial Group		10,000	
ACT Independent Turbo Service, Inc.		361,000	
Debt Service Reserve		<u>1,083,817</u>	
		\$ 1,774,817	
Adjusted Year to Date Fund Balance		\$ 3,555,288	
Projection Through Year End			
Adjusted Year to Date Fund Balance		\$ 3,555,288	
Plus: Estimated Sales Tax		495,267	
Less: Estimated Operational Costs		361,973	
Less: Debt Service Transfers		<u>-</u>	
Projected Year End Fund Balance		\$ 4,412,528	

Sales tax revenues for Fiscal Year 2016 are estimated to be \$2,350,000.

Previously Funded Projects (Funding in Fund 015 - General CIP Fund)

	<u>Budget</u>	<u>Expenditures</u>	<u>Balance</u>
Façade Grants	407,669	149,788	257,881
Commitment - Lawarance W. Maher Jr. Family Trust		17,046	17,046
Available Balance	<u>407,669</u>	<u>166,834</u>	<u>240,835</u>

**Debt Service Payments for Library, Bay Area Boulevard & Canada Road and Ballfields.*



ACT Independent Turbo Services, Inc.
12000 N. P Street
La Porte, TX 77571

ATTN: Traci Leach
Assistant City Manager
City of La Porte
604 W Fairmont Pkway
La Porte, TX 77571

September 19, 2016

The Board of Directors of ACT Independent Turbo Services, Inc. ("ACT") hereby certifies, as of today, ACT has 85 employees working on-site at our facility in La Porte located 12000-12022 North P Street, La Porte, TX 77571. Please see the attached list of employee numbers and their initials. We have excluded the employee names in this document for privacy, but we can make them available privately, as you need.

Your partnership is deeply appreciated, and was *the* driver in our decision to re-locate our company to La Porte.

By:

Its: Director

Employee List 09/19/16			
		As of 09/19	
Employee #	Employee Name	P-Street	Freeland
385	AA	X	
384	JA	X	
489	MA	X	
251	FA	X	
460	JA	X	
365	SB	X	
502	YB	X	
510	SB	X	
504	MB	X	
421	BB	X	
400	CB	X	
416	BB	X	
429	AB	X	
411	RB	X	
485	DC		X
214	JC	X	
464	NC	X	
313	VC		X
358	HC	X	
509	AC	X	
436	WC	X	
495	JC	X	
481	TC	X	
249	JC	X	
356	ED	X	
363	RD	X	
451	DD	X	
322	GE		X
376	BE		X
455	ME	X	
438	DE	X	
444	DE	X	
476	JF	X	
468	CF	X	
447	JG	X	
364	JG	X	
469	DG	X	

Excluded 3 contractors, one new hire, and one employee on medical leave

318	GG	X	
247	JG	X	
361	BG	X	
248	AG	X	
483	RH		X
370	JH	X	
475	JI		X
462	JI	X	
496	CJ	X	
506	KK	X	
431	ML	X	
430	DL		
440	RL	X	
465	AM	X	
230	EM	X	
488	GM	X	
341	JM	X	
500	BM	X	
388	SM		X
508	KM	X	
437	ZM	X	
486	WM	X	
492	KM	X	
209	PM	X	
477	CO	X	
454	TO	X	
493	AP	X	
201	GP	X	
474	EP	X	
478	DP	X	
452	JR	X	
479	CR	X	
357	DS	X	
380	AS	X	
449	JS	X	
445	RS	X	
393	JS	X	
494	AS	X	
484	JS	X	
467	JT	X	
218	JT	X	

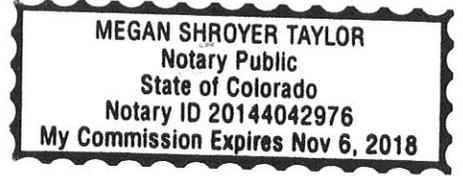
441	BT	X	
432	GT	X	
505	VV	X	
466	JV	X	
396	RV	X	
482	RV	X	
456	JV	X	
450	JW	X	
200	BW	X	
470	CW	X	
503	AW	X	
412	SZ	X	
219	EZ	X	
434	RZ	X	
453	JZ	X	
	Total Count	85	7

80 employees that are cross referenced and verified via the C-9 report

Subscribed and affirmed before me in the county of Denver, State of Colorado, this 29th day of September, 2016, by J. Landis Martin.


Notary's official signature

Notary Seal



11/6/2018
Commission Expiration

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE LA PORTE DEVELOPMENT CORPORATION, AND A.C.T. INDEPENDENT TURBO SERVICES, A DELAWARE CORPORATION, FOR USE OF TYPE B DEVELOPMENT CORPORATION SALES TAX FUNDS

THIS AGREEMENT made by and entered into this 17th day of November, 2014, 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 A.C.T. Independent Turbo Services, Inc., a Delaware Corporation, hereinafter referred to as "Recipient."

WITNESSETH:

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

WHEREAS, Recipient is a Delaware based corporation that specializes in industrial gas turbine machine overhaul and repair, and which employs positions classified as primary jobs, as the term "primary jobs" is defined in Chapter 501 of the Texas Local Government Code; and

WHEREAS, Recipient leases space adjacent to Hobby Airport in Houston, Texas at which is located its primary business facilities, but also leases a secondary facility in La Porte, Texas; and

WHEREAS, Recipient wishes to consolidate its current business operations by transferring its Houston, Texas, based facilities and employees to its existing La Porte, Texas, site, where it will construct a network of office and industrial buildings to accommodate increasing business demand, creating an estimated increase to the tax base valuation in La Porte of \$6,000,000.00, and which operation is anticipated to employ an estimated seventy-five (75) personnel; and

WHEREAS, Recipient has requested that LPDC provide financial incentives towards the proposed consolidation of Recipient's business operations at its La Porte, Texas site, under a qualifying project of the LPDC for the creation and retention of primary jobs, 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 contribute to 1) the creation or retention of primary jobs, and 2) will be suitable for the development, retention, or expansion of manufacturing and industrial facilities, as well as regional or national corporate headquarters facilities.

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 consolidating its business operations at its La Porte, Texas site, which proposal was considered in that certain public hearing authorizing a proposed project for the expenditure of LPDC funds for the creation and retention of primary jobs and the development, retention, or expansion of manufacturing and industrial facilities, held before the LPDC on September 22, 2014, LPDC agrees to provide Recipient an incentive package consisting of cash payments in a total sum not to exceed \$426,000.00, to be distributed in three increments of \$75,000.00, \$185,000.00, and \$166,000.00, 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 \$75,000.00 will be distributed to Recipient by LPDC, upon receipt by LPDC of proof of Certificate of Occupancy issued by the City of La Porte, Texas to Recipient for completion of each of the following improvements: a) business office building and b) industrial manufacturing/repair building. However, in no case will the \$75,000.00 payment be made by LPDC if a copy of a Certificate of Occupancy issued for a business office building and an industrial manufacturing/repair building is not delivered to and received by LPDC by June 1, 2016. In the case that proof of Certificate of Occupancy for each of the aforementioned buildings is presented to LPDC on or before said June 1, 2016 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 the Certificate of Occupancy by LPDC from Recipient. Upon verification of the completion of the aforementioned buildings, 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 \$75,000.00 to Recipient within a period not to exceed thirty (30) days.

- 2) A cash incentive payment in an amount equal to \$185,000.00 will be distributed to Recipient by LPDC, upon receipt of documentation that Recipient employs a minimum of seventy-five (75) full-time individuals as employees, all of which are permanently located at the La Porte site. However, in no case will the \$185,000.00 payment be made by LPDC if proof of the employment of a minimum of seventy-five (75) full-time individuals is not delivered to and received by LPDC by September 30, 2016. Proof of employment, for purposes of this agreement, shall be established by submission to LPDC, by the said September 30,

2016 deadline, of 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 seventy-five (75) employees are employed by Recipient for positions permanently located at the La Porte site. Notwithstanding the foregoing requirements, Recipient will be entitled to receive a pro-rata portion of the \$185,000.00 incentive payment in the event that it should fail to employ seventy-five (75) or more employees at the La Porte site by the September 30, 2016 deadline, for each full-time position at the La Porte site actually filled, at such time. However, Recipient shall be entitled to payment of a pro rata share of the \$185,000.00 incentive grant for each full-time position only in the instance that Recipient employees at least 60 full-time employees. Where Recipient fails to employ at least 60 full-time positions by the September 30, 2016 deadline, it shall be disqualified from receiving any portion of the \$185,000.00 incentive payment. In the case that proof of employment by the Recipient in an amount of at least 60 fulltime positions is presented to LPDC on or before said September 30, 2016 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 the expenditures from Recipient. Upon verification of Recipient's employment of seventy-five or more full-time positions, or minimum of sixty positions for qualification of pro rata payment, 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 \$185,000.00, or pro rata share as applicable, to Recipient within a period not to exceed thirty (30) days. For purposes of clarification only, the following two examples shall serve to illustrate the application of this paragraph:

Example 1: If Recipient provides evidence for the employment of 59 employees by the September 30, 2016 deadline, the incentive payment under this section would be \$0.

Example 2: If Recipient provides evidence required for the employment of 63 employees by the September 30, 2016 deadline, the incentive payment under this section would be calculated at 63/75, or 84%, of the \$185,000.00 incentive payment, for a total payment of \$155,400.00.

- 3) A cash incentive in an amount not to exceed \$166,000.00 will be distributed to Recipient by LPDC, upon receipt of documentation evidencing that the total taxable value of all property of Recipient, at the conclusion of Recipient's consolidation of its business operations at the La Porte site, including interests in all real property occupied by the Recipient, equipment, and inventory, is

REQUEST FOR LA PORTE DEVELOPMENT CORPORATION AGENDA ITEM

Agenda Date Requested: <u>October 24 2016</u>
Requested By: <u>Traci Leach</u>
Department: <u>Administration/Economic Development</u>
Report: ____ Resolution: ____ Ordinance: ____

<u>Budget</u>	
Source of Funds: <u>CIP #015-9892-993</u>	
Account Number: _____	
Amount Budgeted: <u>\$222,105.48</u>	
Amount Requested: <u>\$25,000.00</u>	
Budgeted Item:	YES NO

Exhibit: Project Application and Quotes

Exhibit: Development Agreement – Signed

Exhibit: Project Worksheet

SUMMARY & RECOMMENDATION

Staff reviewed an Enhancement Grant Application from Patrasia Hefley, new owner of property located at 832 S. Broadway in La Porte, Texas. The applicant collected bids from general contractors to complete several projects to completely rehabilitate the exterior of the building. The proposed project is as follows:

a. Replacement of door, fascia boards, windows, and gutters	\$12,250.00
b. Build decorative wall on top of building	\$17,420.00
c. Re-asphalt the parking lot	\$11,800.00
d. Installation of new exterior lighting	\$ 1,500.00
e. Painting exterior walls	\$ 1,775.00
f. Remove old eaves and build new eave at front and side door	\$15,915.00
g. Repair flower terraces	\$ 1,375.00
h. Sales Tax	\$ 5,117.89
Total	\$67,152.89

As a result of the lowest bid for the project, the total expenditure proposed to be made by the applicant is estimated to be \$67,152.89. Fifty percent of this sum is \$33,576.44. However, in the interest of expediency, the applicant has requested that the reimbursable amount be lowered to \$25,000. The development agreement associated with this project is slightly different from previous ones. The property is currently vacant and, as such, there are no jobs currently retained at this location. However, Ms. Hefley desires to complete repairs on the building to lease it to a future tenant, who would bring new jobs to La Porte.

The proposed development agreement provides for two separate payments. The first reimbursement (80%) would occur after the proposed improvements have been completed and verified by the Board with receipts and photos. The applicant has 18 months to complete the improvements. The second reimbursement payment (20%) would occur after the applicant provides proof of a lease that is bringing jobs. The applicant has eighteen months to provide documentation of a valid lease.

In the Budget block at the top of the page, \$221,105.48 represents the amount of uncommitted funds in the enhancement grant account and includes commitment of \$7,559.73 for The Gates.

The applicant is available to address any questions the Board may have about this proposed project.

Action Required by the La Porte Development Corporation:

Consider approval or other action to authorize President Richard Warren to sign and execute a development agreement with “Patrasia Hefley” for an enhancement grant for an amount not to exceed \$25,000.00 to be awarded at the completion of the project.

Approved for the La Porte Development Corporation Agenda

Corby D. Alexander, City Manager

BUSINESS. BY THE

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: 9/26/2016
PATRASIA HEFLEY (POA)
Applicant Name

Business Name
832 S. BROADWAY
Physical Business Address

LI-YING CHEN
Business Owner (if different from applicant)

901 S. BROADWAY ST LA PORTE TX 77571
Mailing Address

713 299 1567 pathefley@sbcglobal.net
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):

BUSINESS. BY THE

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. Home Pro	\$ 67,152.89
2. Ritaco International Inc	\$ 73,610.00
3. Laoko Remodeling	\$ 89,587.00
4.	\$
5.	\$

BUDGET DETAIL

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

Total estimated cost of proposed project: \$ 67,152.89
 Amount requested (up to 50% of total cost, \$2,500 to \$50,000): \$ 25,000

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

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

Patricia Hefley

HOME PRO INC.

Homepro Inc.

Jackson Zhao

8806 Linkmeadow Ln.

Houston, TX 77025

9600 Bellaire Blvd. Suite 221
Houston, Tx 77036

Tel: 832-274-3951
Email: jacksonamerica@126.com

Phone: 832-274-3951

Building Repair Estimate

Date: Sept. 28, 2016

Service address: 832 S. Broadway, La Porte, TX 77571

Repair Details

1. Build 3' high and 1' thick decorative wall on the top of building (3 sides only). The sizes should be 40.3'x3'x1'; 60.3'x3'x1'; 60.3'x3'x1'.

The structure will be wood and metal frame inside. Plywood attached, then metal mesh and commercial grade stucco outside. And painting on them.

Total cost: \$12,960.00

-
2. Remove the wooden boards of the building and fix the wall.

Total cost: \$1,150.00

3. Install brand new plywood and metal mesh, after that wiping a layer of stucco. total size around 60.30'x10'. Total cost:\$6,670.00

4. Remove the old eaves around building, total cost:\$1,085.00

5. Make two new eaves around building, front side :40.3'x4'; another side 60.3'x2'. total cost:\$8,105.00

6. Enlarge the front door, from 36" to 96" -----86"high & 96"width (customer pay the material fees, we fix the wall, frame and door). Total cost:\$2,310.00

7. Install 3 windows on the wall at H. Street, size:48"x60", total cost:\$2,070.00

8. Repair parking lot: size:48'x25', 56'x17.75', 90'x33'. Total cost:\$11,800.00

9. Install 10 lights, front door 4 lights, H. Street 6 lights, total cost:\$1,500.00

10. Power wash outside walls , posts and old windows, total cost:\$310.00

11. Paint outside walls, total cost:\$1160.00

12. Paint all exterior doors and windows, total cost:\$305.00

13. Repair front two flower terraces, size:127"x50" and 127"x50". total cost:\$1,375.00

14. Build a triangle dome over the front door, size:5' depth, 5' height, 16.60' width. Total cost:\$6,725.00

15. Install one gutter and 4 drain pipes around building. The gutter size:40.3' Length, drain pipe sizes:10' height x4 pcs. Total cost:\$1,200.00

16. Waterproofing works between decorative walls and roof. Total cost:\$3,310.00

17.

18.

Total cost including material and labor:\$62,035.00 plus Tax

RITACO INTERNATIONAL INC.

10060 W. Sam Houston Pkwy S. Suite 180 Houston, TX 77099
 Tel: 281.498.6486 / 281.498.1680 Fax: 281.498.1762 Email: Ritaco@Msn.Com.

Quote

No: 20161007
 Date: 10/072016

Sold To: _____ **Shipped To:** _____

Ms. Chen
 832 Broadway
 La Port, TX 77571
 Tel:(M) 713 299 1567

at				
1		A. Installation of the Wal for the 3" High,1" Thick Deco. Wall on the top		\$ 12,000.00
1		B. Replace the existing wooden Board, only outside of the Building		\$ 3,500.00
1		C. Rebuild the New Franch Door from 36" o 94"		\$ 4,000.00
1		D. Installation of the New Window in the Front of the Building for 3 sets		\$ 3,000.00
1		E. Installation of the New Light in the outside Building for 10sets		\$ 2,500.00
1		F. Installaiton of the Gutter and Drainer for 4set		\$ 1,500.00
1		G. Repainting for the outside of the Building, included the damaged area		\$ 3,500.00
1		H. Repair the Flower Terraces		\$ 1,500.00
1		I. Build the New Eave around the Building for two side only		\$ 12,000.00
1		J.Take out the existing Eaves and Fixing the damaged wall etc.		\$ 2,000.00
1		K. Powder Washing for exterior building		\$ 1,500.00
1		L. Installation of the Staucco for all damaged area.		\$ 9,000.00
1		M. Repair the parking area around the whole Building area.		\$ 12,000.00

Terms and Conditions: The works require 50% down and balance due upon completion. All works are performed to industrial standards. Installation labor warrants for one year from date of completion. No Warranty on tile cracks due to movement of slab. No return or adjustment after installation of material. Qualified returns are subject to 25% re-stocking charge within 14 days from purchase. No returns on special order item. Expect shade variations on tiles, Natural Stones and Wood Planks. Client is not allowed to hand-pick these materials at time of installation unless special arrangement is made at time of signing contract. Warranties on All Carpets / Hard Surfaces are from Manufacturers.

Discount	
Sub-Total	\$ 68,000.00
Est. Tax	\$ 5,610.00
Total	\$ 73,610.00
Deposit	
Balance Due	\$ 73,610.00

Expect dust at tear up existing floor materials, sheetrock, and floor preparations.
 All agreements are contingent upon strike, accident or delay beyond Ritaco's control. Ritaco reserves the right to stop works and revoke the signed contract if client is not cooperative.
 Client is responsible to move all furnitures/appliances at time of installations. Ritaco will offer assistance in moving those things but Ritaco's Liability to any damages are up to \$250.00.
 Lien may be imposed on the property where jobs were performed and amounts due not collected. Client agrees to costs of collections including without limitations, reasonable attorney fee and court cost whether or not lawsuit is:
 Ritaco is not responsible for slipping, mishap or injuries due to surface characteristics of the flooring materials ins

Acceptance of Contract: The above prices, specifications and conditions are satisfactory and hereby accepted authorized to do the works as specified. Payments will be made accordingly.

Accepted By: _____ Date: _____

RITACO INTERNATIONAL INC.
Flooring Supplies & Accessories • Wholesale Prices to Public

Annie Wang, President
 10060 W. Sam Houston Pkwy S., #180
 Houston, TX 77099
 Tel: 281.498.6486 / 1680
 Fax: 281.498.1762
 Cell: 281.728.6179
 Email: ritaco@msn.com

ESTIMATE

Customer Name: Ms. Chen

Date: Sept. 28, 2016

Address: 832 S. Broadway, La Porte, TX 77571

Phone: 713-299-1567

Repair Items

-
1. Make 3' high wall according to customer requirements on the top of building. Use customer specified material—2"x4" wood, metal mesh, stucco, plywood, steel connectors.

 2. Take off the old wooden boards from building and install brand new metal mesh, plywood, stucco.

 3. Remove all eaves around building, then make a new eaves around building, front side :40.3'x4'; another side 60.3'x2'.

 4. Fix front door, customer will supply materials, we install it. The new door will be 86"x96" with a elongated window both side.

 5. Make 3 holes and install 3 windows on the wall

 6. Fix parking lot: size:48'x25', 56'x17.75', 90'x33'.

 7. Install 10 lights, front door 4 lights, H. Street 6 lights.

 8. Power wash outside walls , posts and old windows and paint them

 9. Repair flower terraces in front of building

 10. Build a triangle dome over the front door, size:5' depth, 5' height, 16.6'width.

 11. Install one gutter and 4 drain pipes around building.
-

12. Fix the roof after stucco and painting to make sure no leaking between decorative wall and roof.

Materials cost: \$47825.00

Labor cost:\$28270.00

Equipment cost:\$4750.00

Delivery cost:\$1915.00

Tax:\$6827.70

Total cost:\$89587.70

Thank you for your business, if you have any question please feel free contact us at any time.

Laoluo Remodeling Llc

8700 Commerce Park Dr.Ste 116,

Houston, TX 77036

Phone: 832-606-9886



老樂房屋裝修



承接住宅,餐館,辦公室改建及裝修工程,
內外油漆,安裝各種地板,磁磚,木工隔間,
後院加建,舊屋翻新,理石臺面,衝洗車道,
大陸技術,24小時服務,免費估價.

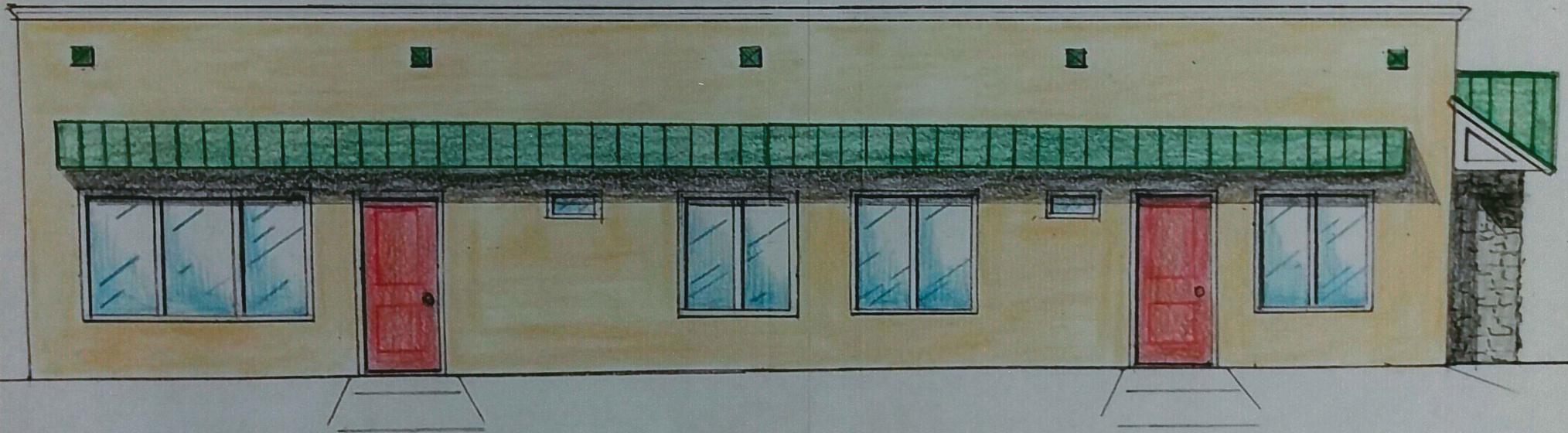
電話: **832-606-9886**

BEFORE PHOTOS





PROPOSED IMPROVEMENTS





ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE LA PORTE DEVELOPMENT CORPORATION, AND PATRASIA HELFEY, 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 _____, 2016, 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 PATRASIA HEFLEY, 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, upon approval as a project of the La Porte Development Corporation, the La Porte Development Corporation will provide to the qualifying applicant a subsidy of one-half (1/2) of the cost of building site enhancements, up to a maximum match amount of \$50,000; and

WHEREAS, the Recipient owns commercial property located at 832 S. Broadway, La Porte, Texas, (the "Business Site" herein) for which Recipient wishes 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: 1) Completely renovate exterior of the building to include replacement of door, fascia boards, windows, and gutters; 2) Re-asphalt the parking lot; 3) installation of new exterior lighting; 4) painting of exterior walls; 5) build new eave at front and side doors; 5) repair flower terraces, and 6) build decorative wall on top of building which would result in the expenditure by Recipient of an estimated **\$67,152.89** in capital improvements and directly or indirectly support the employment of at least (1) full time and one (1) employees 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 would qualify 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 duly approved such project and the expenditures for any project 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 832 S. Broadway, La Porte, Texas, in connection with an application under the La Porte Enhancement Grant Program, which program 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 28 October, 2015, LPDC agrees to provide the Recipient with a one-half (50%) matching grant payment in an amount not to exceed \$25,000.00, as a one-half (50%) match for Recipient's capital expenditure of \$67,152.89, which \$25,000.00 payment shall be distributed in two payments of \$20,000.00 and \$5,000, upon the attainment of the following conditions:

Payment One:

- 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 **\$67,152.89** 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:

a. Replacement of door, fascia boards, windows, and gutters	\$12,250.00
b. Build decorative wall on top of building	\$17,420.00
c. Re-asphalt the parking lot	\$11,800.00
d. Installation of new exterior lighting	\$ 1,500.00
e. Painting exterior walls	\$ 1,775.00
f. Remove old eaves and build new eave at front and side door	\$15,915.00
g. Repair flower terraces	\$ 1,375.00
h. Sales Tax	\$ 5,117.89
Total	\$67,152.89

5) In no case will the first payment of **\$20,000.00** be made by the LPDC if all the required items listed above for Payment One 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 for Payment One, 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 **\$20,000.00** to the Recipient within a period not to exceed thirty (30) days.

Payment Two:

1) Submission to LPDC of a signed lease agreement within eighteen (18) months of completion of the Project, which lease agreement shall evidence an employment roster identifying at least one (1) full time and one (1) part time employees employed at the Business Site. For the purposes of this section, completion of the Project shall mean that Recipient has submitted documentation of capital investment to the LPDC for Payment No. 1 and said Payment No. 1 is approved by the LPDC Board of Directors. Proof of employment, for purposes of this agreement, shall require the Recipient to produce either **a)** copies of the Recipient's 941 Report to the Internal Revenue Service and C3 Report to the Texas Workforce Commission for each employee (but with the social security number of each employee redacted), or **b)** a signed and notarized statement executed by a duly authorized representative of Recipient, affirming that at least one (1) full time and one (1) part time employees are employed at the Business Site.

- 2) The Recipient will partner with economic development staff to make presentation to the Board of the LPDC, during a regularly scheduled Board meeting, regarding all elements of the completed enhancement grant project.
- 3) In no case will the second payment of **\$5,000.00** be made by the LPDC if all the required items listed above for Payment Two are not delivered to and received by LPDC within eighteen (18) months of completion of the Project. In the case that all the required items listed above for Payment Two 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 requirements for Payment Two, 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 **\$5,000.00** 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 **\$25,000.00**, 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 two (2) years from the date on which the Board of the La Porte Development Corporation approved the project.

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

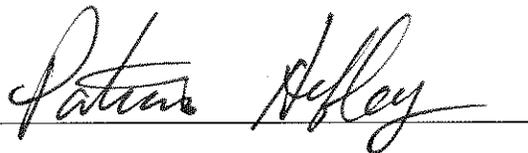
Richard Warren, President

Date

ATTEST

Secretary of the Corporation

PATRASIA HEFLEY

By: 

10-3-2016
Date

ATTEST

Bidder Sheet Summary

**Patrasia Hefley
832 S. Broadway**

	Replacement of door fascia boards, windows, and gutters	Build decorative wall on top of building	Re-asphalt the parking lot	Installation of new exterior lighting	Painting exterior walls	Remove old eaves and build new eave at front and side door	Repair flower terraces	Tax	<u>Project Total</u>
Home Pro, Inc.	\$12,250.00	\$17,420.00	\$11,800.00	\$1,500.00	\$1,775.00	\$15,915.00	\$1,375.00	\$5,117.89	\$67,152.89
Ritaco International Inc.	\$17,500.00	\$15,500.00	\$12,000.00	\$2,500.00	\$5,000.00	\$14,000.00	\$1,500.00	\$5,610.00	\$73,610.00
Laoluo Remodeling LLC								\$6,827.00	\$89,587.00
Project Total									\$67,152.89
50% of the Project Total									\$33,576.44
LPDC's Contribution:									\$25,000.00

Approved for the La Porte Development Corporation Agenda

Corby D. Alexander, City Manager

Date

NOTICE OF PUBLIC HEARING
LA PORTE DEVELOPMENT CORPORATION BOARD (TYPE
B)

Notice is hereby given that the La Porte Development Corporation Board (Type B Board) of the City of La Porte, Texas will conduct a public hearing at **5:00 p.m.** on the **9th day of January 2017**, in the Council Chambers at City Hall, 604 West Fairmont Parkway, La Porte, Texas. The purpose of the public hearing is to receive public input on proposed expenditures by the La Porte Development Corporation funds to pay for three separate projects: 1) \$250,000.00 to fund the installation of decorative fencing along Wharton Weems Boulevard at the Golf Course; 2) \$340,200.00 to fund the first half of the project cost for beautification along Spencer Highway from Farrington to Myrtle Creek; and 3) \$10,000.00 to fund the 2016-17 Community Cooperation Projects Program.

Persons wishing to address the Board pro or con shall be required to sign in before the meeting is convened.

CITY OF LA PORTE
Patrice Fogarty, TRMC
City Secretary

La Porte Enhancement Grant Application

Please print clearly. Please submit a completed application to:

Scott D. Livingston
Economic Development
Coordinator City of La Porte
604 W. Fairmont Parkway
La Porte, TX 77571

APPLICANT INFORMATION:

APPLICATION DATE: 9-19-16

Deborah S. Bernay OD
Applicant Name

La Porte Vision Center
Business Name

401 W. Fairmont Pkwy, Ste A, La Porte, TX 77571
Physical Business Address

Business Owner (if different from applicant)

Same

Mailing Address

281-471-6546 laportevisioncenter@hotmail.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):

Adding Sign to Front of building

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

CONTRACTOR/PROJECT ARCHITECT	TOTAL
1. Sign of the times / Ed McNair	\$ 5900.00
2. RS Graphics / Phillip Warrick	\$ 5737.25
3. Sign Concepts /	\$ 11,850.00
4.	\$
5.	\$

BUDGET DETAIL

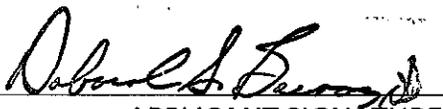
PROJECT EXPENDITURES	FUNDS	FUNDS APPLIED	TOTAL
Façade Rehab	\$	\$	\$
Awnings/Signage	\$	\$	\$
Beautification	\$	\$	\$
Parking Lot Improvements	\$	\$	\$
Other (list):	\$	\$	\$
TOTAL	\$	\$	\$

Total estimated cost of proposed project: \$ _____

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

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 EGEC 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

9-19-16

 DATE

SIGN of the Times

WE TURN DRIVE BY TRAFFIC... INTO WALK-IN CUSTOMERS!!

Electronic Message Displays

www.ledsignofthetimes.com

832-385-6379

Signs That Bring Business!

3128 Nasa Pkwy #106 Seabrook, TX 77586

Invoice

Date: 9/1/2016

Invoice #: 912016A1

BILLING ADDRESS	SHIP TO ADDRESS
La Porte Vision Center 401 w. Fairmont Pkwy Ste A La Porte, TX 77571	

Salesperson	PO No.	Shipping Method	SHIPPING TERMS	Payment Terms	Due Date
	1389			50% deposit	

Qty	Item #	Description	UNIT PRICE	TOTAL
2.00		Custom Chanel letters "LA PORTE VISION CENTER" 16"		
		Chanel letters with LED backlighting		
		All aluminum construction .063alum.		
		.040 Alum returns 4" Deep		
		2 strokes of white LED's & Drain holes		\$5,500.00
		16' x 7' Vision center box sign		
		Permits		400.00
		this bid includes customer to provide electrical service to the sign		
			Subtotal	\$ 5,900.00
			Sales Tax	included
			Total	\$ 5,900.00

Make all checks payable to Sign of the Times
Thank you for your business!

LA PORTE VISION CENTER

VISION SOURCE



**LA PORTE
16" FONTS
VISION CENTER
16" FONTS
Vision Source
16" x 7'**

**CHANEL LETTERS MOUNTED ON RACEWAY
WITH INTERNAL L.E.D. LIGHTING
ALL ALUMINUM CONSTRUCTION**

**La Porte
Vision Center
401 w. Fairmont Pkwy
La Porte, TX 77571**

Location:

Salesperson:

Date:

Notes:

Electrical:

Watts:

Amp:

**_____ Amp Circuits
Required**

42

Comments:



**3134A Nasa Pkwy #106
Seabrook, TX 77586**

**Ph.832.385.6379
Fax 281.326.2607**



Quote

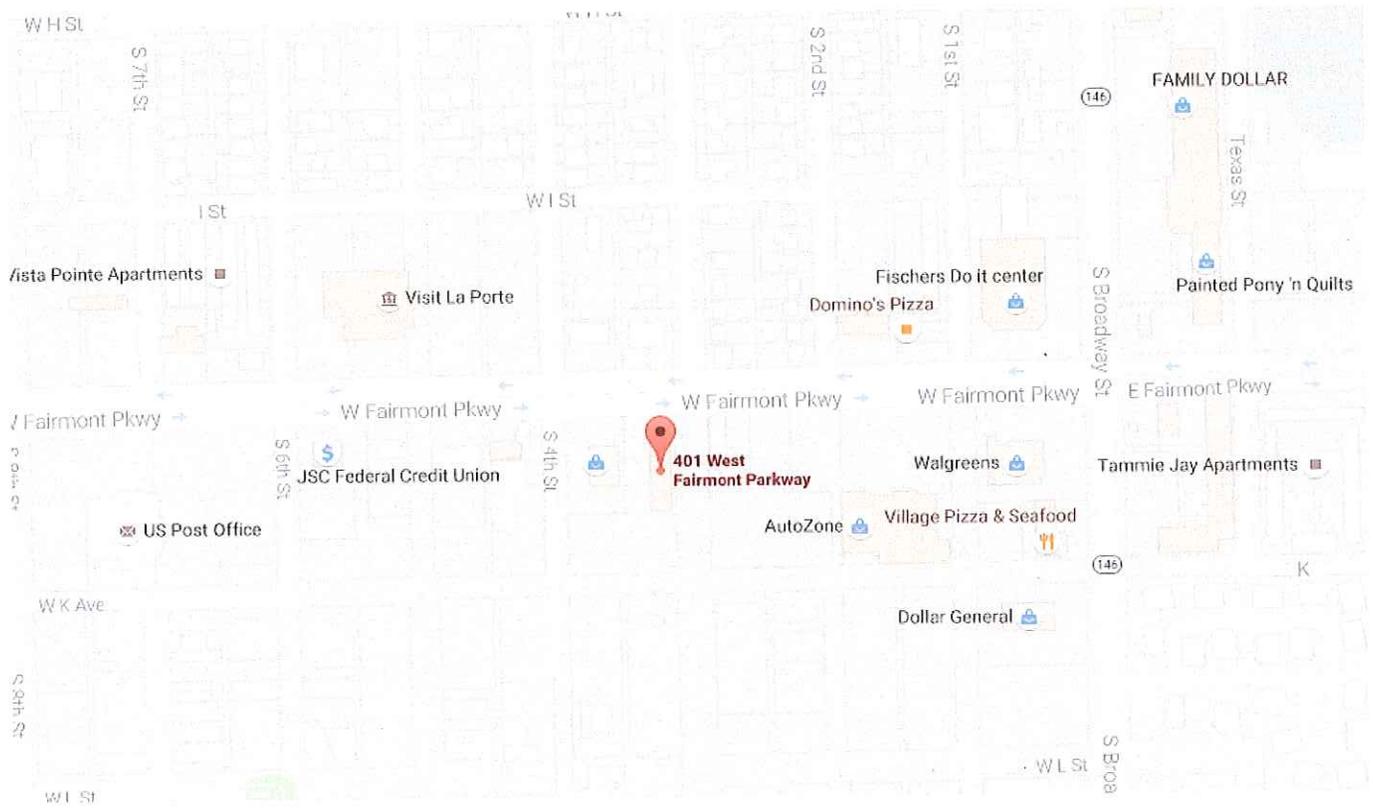
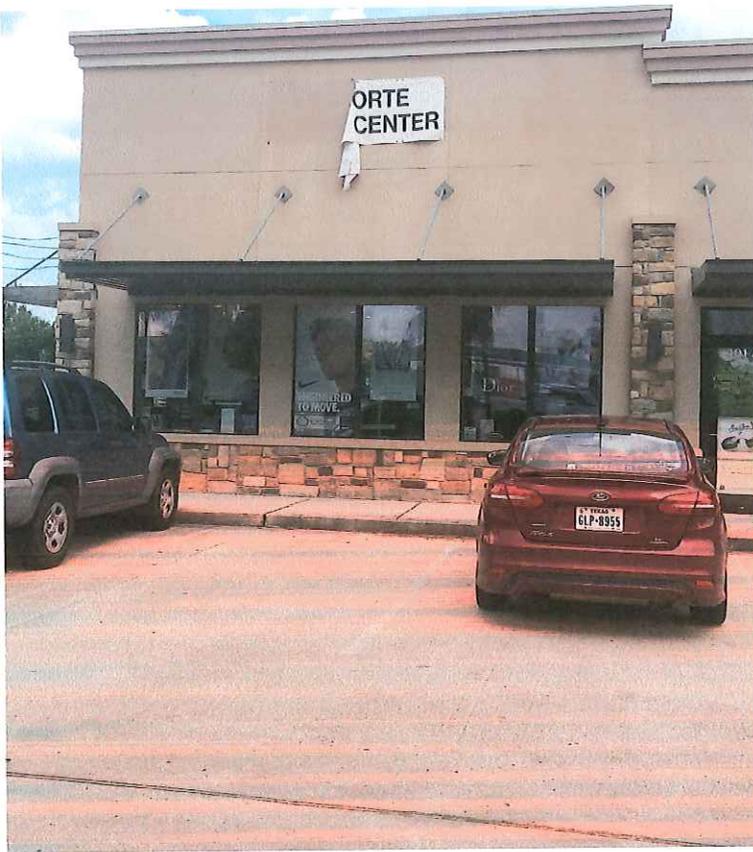
September 22, 2016

RS GRAPHICS SIGN CO
 4302 Red Bluff Road
 Pasadena, Texas 77503
 United States
 (281) 998-2004

QUOTE #
 012065

BILLED TO MONICA
 BUNTING
 401 W Fairmont
 Pkwy
 La
 Porte, Texas 77571
 United States

PRODUCT	QUANTITY	TOTAL
Channel Letters <i>16" White letters including the black shadow to read: "La Porte Vision Center" to code etc</i>	1	\$3,800.00
Installation Service <i>includes electrical</i>	1	\$750.00
City Permit Application Fee <i>Application fee does not include city permit fee electrical and sign permit</i>	1	\$125.00
City Permit Fee <i>city permit fees included</i>	1	\$125.00
Channel Logo <i>16" x 8' Vision source logo</i>	1	\$500.00
	TAX	\$437.25
	TOTAL	\$5,737.25



12.97'

LA PORTE

SIGN CONCEPTS

WHOLESALE PRICES
832-689-8660

Fast Dependable Service - Installation available
55 Lyerly Street, Suite #106 - Houston, TX 77022

INVOICE

ORDER DATE	9/12/16
DUE DATE	

CUSTOMER	La Porte Vision Center	CONTACT	Monica
ADDRESS	401 Fairmont PKwy		
PHONE 1	La Porte, Tx 77571	PHONE 2	281-471-6546

QUANTITY	DESCRIPTION	PRICE
1	Fabricate & Install C-Letters front of building "La Porte" 16" "Vision Center" 16"	\$8100.00
1	Logo Box "Vision Source" 14" x 7'	\$2100.00
1	Permits & Install	\$1650.00
DESCRIPCION DEL TRABAJO		
<p>All mounted on Raceway to match building color</p> <p>* Does not include electrical *</p> <p>I authorize Sign Concepts to begin work as specified above. No work can begin without 50% deposit. No Exceptions, No Refunds.</p> <p>Se requiere el 50% del total del trabajo como anticipo. No hay Excepciones. No hay Reembolso de anticipos.</p>		
SUB TOTAL		11,850.00
TAX		977.02
TOTAL		\$12,827.02
DEPOSIT		60%
BALANCE		40%

DUE DATE: M T W TH F M T W TH F

CUSTOMER SIGNATURE: _____

[Print](#)[Close](#)

Sign of the Times - Letter quote

From: **Ed McNair** (signofthetimes05@gmail.com)
Sent: Thu 9/01/16 6:48 PM
To: LAPORTEVISIONCENTER@hotmail.com
2 attachments
letter quote.xls (214.0 KB) , street view..jpg (3.6 MB)

Hi Monica,

Attached is the quote for your new building signs!
Take a look and let me know if this will work.

I think it's a perfect size. I gave you a discount for 2 sets.
The only thing it doesn't include is electrical. If there is power behind the wall
(which there usually is) we will hook up the power. If not there will an extra charge
to run power to the sign location.

I hope to earn your business! If you need anything let me know!

Thanks!

--

Make It a Great Day!

Ed McNair
L.E.D. Sign of the Times
Dynamic L.E.D. Displays
www.ledsignofthetimes.com
3128 Nasa Pkwy #106
Seabrook, TX 77586
832.385.6379

Ackland media Frames



113 Elm Street Suite 100
 Enfield, CT 06082
 Toll Free (888) 867-3070 Fax (860) 741-3393

Invoice

Date: 9/1/2016
 Invoice #: 912016A1

3128 Nasa Pkwy #106 Seabrook, TX 77586

BILLING ADDRESS	SHIP TO ADDRESS:
La Porte Vision Center 401 w. Fairmont Pkwy Ste A La Porte, TX 77571	

Salesperson	PO No.	Shipping Method	SHIPPING TERMS	Payment Terms	Due Date
	1389			50% deposit	

Qty	Item #	Description	UNIT PRICE	TOTAL
2.00		Custom Chanel letters "LA PORTE VISION CENTER"		
		Chanel letters with LED backlighting		
		All aluminum construction .063alum.		
		.040 Alum returns 4" Deep		
		2 strokes of white LED's & Drain holes		\$8,200.00
		Mounted on 3" raceway		
		Permits		200.00
		this bid includes customer to provide electrical service to the sign		
			Subtotal	\$ 8,400.00
			Sales Tax	759.00
			Total	\$ 9,159.00

Make all checks payable to Sign of the Times
 Thank you for your business!

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE LA PORTE DEVELOPMENT CORPORATION, AND DEBORAH S. BERNAY, O.D., (dba LA PORTE VISION CENTER) 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 October 2016, 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 DEBORAH S. BERNAY, O.D. (dba LA PORTE VISION CENTER), 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, upon approval as a project of the La Porte Development Corporation, the La Porte Development Corporation will provide to the qualifying applicant a subsidy of one-half (1/2) of the cost of building site enhancements, up to a maximum match amount of \$50,000; and

WHEREAS, the Recipient owns commercial property located at 401 W. Fairmont Parkway, La Porte, Texas, (the "Business Site" herein) for which Recipient wishes 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: 1) Install a new sign to the front of the building, which would result in the expenditure by Recipient of an estimated \$5,737.25 in capital improvements and directly or indirectly support the employment of at least 6 full time employees 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 would qualify 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 duly approved such project and the expenditures for any project 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 401 W. Fairmont Parkway, La Porte, Texas, in connection with an application under the La Porte Enhancement Grant Program, which program 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 28 October, 2015, LPDC agrees to provide the Recipient with a one-half (50%) matching grant payment in an amount not to exceed **\$2,868.63**, as a one-half (50%) match for Recipient's capital expenditure of **\$5,737.25**, which 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 **\$5,737.25** 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:

- a) Install new signage to front of building -- **\$5,737.25**

- 5) Submission to LPDC of an employment roster evidencing that at least 6 full time employees are employed at the Business Site. Proof of employment, for purposes of this agreement, shall require the Recipient to produce either **a)** copies of the Recipient's 941 Report to the Internal Revenue Service and C3 Report to the Texas Workforce Commission for each employee (but with the social security number of each employee redacted), or **b)** a signed and notarized statement executed by a duly authorized representative of Recipient, affirming that at least six (6) full time employees are employed at the Business Site.

- 6) The Recipient will partner with economic development staff to make presentation to the Board of the LPDC, during a regularly scheduled Board meeting, regarding all elements of the completed enhancement grant project.

- 7) In no case will the sum of **\$2,868.63** be made by the LPDC if all the required items listed in Article I 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 in Article I 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 previously approved 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 **\$2,868.63** 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 \$2,868.63, 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 project.

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

Richard Warren, President

Date

ATTEST

Secretary of the Corporation

DEBORAH S. BERNAY, O.D.

By: 

9-22-16

Date

ATTEST



Bidder Sheet Summary

Deborah S. Bernay, O.D. (dba as La Porte Vision Center)
401 W. Fairmont Parkway

	<u>New Sign</u>	<u>Project Total</u>
Sign of the Times	\$5,900.00	
RS Graphics	\$5,737.25	\$5,737.25
Sign Concepts	\$11,850.00	
<hr/>		
Project Total		\$5,737.25
50% of the Project Total		\$2,868.63
LPDC's Contribution:		\$2,868.63