

RICHARD WARREN, PRESIDENT  
SHELLEY FULLER, BOARD MEMBER  
VENESSA GUERRERO, BOARD MEMBER  
CHUCK ENGELKEN, BOARD MEMBER



DANNY EARP, BOARD MEMBER  
DOYLE BLACK, BOARD MEMBER  
NANCY OJEDA, VICE-PRESIDENT

## **CITY OF LA PORTE DEVELOPMENT CORPORATION MEETING AGENDA**

Notice is hereby given of a meeting of the City of La Porte Development Corporation to be held on March 26, 2018, 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. **AUTHORIZATIONS**
  - (a) Consider approval or other action regarding minutes of the meeting held on February 12, 2018 - P. Fogarty
  - (b) Consider approval or other action authorizing La Porte Development Corporation Staff to execute payment in the amount of \$5,000.00 to Patrasia Helfey in accordance with the terms of incentive agreement for enhancement grant project at 832 S. Broadway - R. Cramer
3. **DISCUSSION AND POSSIBLE ACTION**
  - (a) Discussion and possible action regarding guidance as it relates to prospective incentive projects - R. Cramer
4. **SET DATE FOR NEXT MEETING - R. Cramer**
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 March 26, 2018 , agenda of items to be considered by the Board of the La Porte Development Corporation was placed on the City Hall Bulletin Board on March 20, 2018.

A handwritten signature in cursive script that reads "Patrice Fogarty".

Patrice Fogarty, City Secretary

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



DANNY EARP, BOARD MEMBER  
DOYLE BLACK, BOARD MEMBER  
SHELLEY FULLER, BOARD MEMBER

## MINUTES OF LA PORTE DEVELOPMENT CORPORATION BOARD MEETING OF FEBRUARY 12, 2018

The City of La Porte Development Corporation Board met on **February 12, 2018**, 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. Other members of the La Porte Development Corporation Board present: Board members Fuller, Guerrero, Earp, and Ojeda. Absent: Board members Engelken and Black. Staff Present: Corby Alexander, Jason Weeks, Patrice Fogarty, Michael Dolby, Ryan Cramer and Clark Askins.

### 2. AUTHORIZATIONS

(a) Consider approval or other action regarding minutes of the December 11, 2017, meeting of the La Porte Development Corporation Board – P. Fogarty

Board member Fuller moved to approve minutes of the December 11, 2017, meeting of the La Porte Development Corporation Board. Board member Earp seconded the motion. **MOTION PASSED UNANIMOUSLY 5/0. Board members Engelken and Black were absent.**

(b) Consider approval or other action authorizing La Porte Development Corporation Staff to execute payment in the amount of \$100,000 to Gainstein Esquire, LLC, in accordance with the terms of incentive agreement for the development agreement at 10003 Spencer Highway – R. Cramer

Board member Ojeda moved to authorize Staff to execute payment in the amount of \$100,000 to Ganstein Esquire, LLC, for completed hiring and sales goals for the restaurant at 100003 Spencer Hwy., in accordance with terms of the incentive agreement. Board member Earp seconded the motion. **MOTION PASSED UNANIMOUSLY 5/0. Board members Engelken and Black were absent.**

### 3. SET DATE FOR NEXT MEETING

Board members did not set a date for the next meeting.

4. **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.

There were no comments.

**5. ADJOURN**

There being no further business, Board member Ojeda moved to adjourn the meeting at 5:19 p.m. Board member Fuller seconded the motion. **MOTION PASSED UNANIMOUSLY 5/0. Board members Engelken and Black were absent.**

Respectfully submitted,

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Patrice Fogarty, City Secretary

Passed and approved on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

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President Richard Warren

## LA PORTE DEVELOPMENT CORPORATION AGENDA ITEM

<b>Agenda Date Requested:</b> <u>March 26, 2018</u>
<b>Requested By:</b> <u>Ryan Cramer</u>
<b>Department:</b> <u>Economic Development</u>
<b>Report:</b> <u>        </u> <b>Resolution:</b> <u>        </u> <b>Ordinance:</b> <u>        </u>

**Exhibits:** Incentive Agreement  
**Exhibits:** Lease, Notarized Letter, and Zoning Permit

<b><u>Appropriation</u></b>
<b>Source of Funds:</b> <u>4B</u>
<b>Account Number:</b> <u>6030-565.90-50</u>
<b>Amount Budgeted:</b> <u>\$250,000</u>
<b>Amount Requested:</b> <u>\$5,000</u>
<b>Budgeted Item:</b> <u>YES</u> <u>NO</u>

### SUMMARY & RECOMMENDATION

The City entered into an incentive agreement with Patrasia Helfey on October 24<sup>th</sup>, 2016 to incentivize the rehabilitation of the building located at 832 S. Broadway for a total of \$25,000. This agreement contained two performance benchmarks to receive payments of \$20,000 and \$5,000. The first benchmark was seen and approved by the LPDC at the November 13, 2017 meeting and this is the request for the second benchmark. The second payment was contingent on the LPDC receiving 1.) A signed lease agreement within 18 months of completion of the project, and 2.) Said lessor having an employment roster of at least one full time and one part time employee. Based on the notarized letter and confirmation by a zoning permit, staff believes both benchmarks have been met.

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#### Action Required by LPDC:

Consider approval or other action of payment to Patrasia Helfey in the amount of \$5,000.

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#### Approved for LPDC Agenda

\_\_\_\_\_  
Corby Alexander, City Manager

\_\_\_\_\_  
Date

**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 24<sup>th</sup> 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 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
<b>Total</b>	<b>\$67,152.89</b>

- 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.

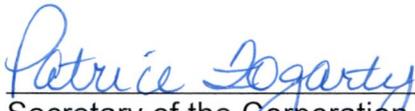
SIGNED AND AGREED to by LPDC and the Recipient on the dates indicated below.

**LA PORTE DEVELOPMENT CORPORATION**

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

10-24-16  
Date

ATTEST

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

**PATRASIA HEFLEY**

By:   
\_\_\_\_\_

10-3-2016  
Date

ATTEST

\_\_\_\_\_

February 23, 2018

TO WHOM IT MAY CONCERN:

This is to certify that my tenant,

ADVANCED CORROSION TECHNOLOGIES & TRAINING, LLC,

has hired at least two (or more) employees at this location at this property:

832 S BROADWAY ST, LA PORTE, TEXAS 77571.

Please let me know if you have any questions.

Thank you very much for your assistance in this matter.

Best regards,

Patrasia Hefley

Owner of the Property at

832 S BROADWAY ST, LA PORTE, TEXAS 77571

State of TEXAS  
County of HARRIS

This instrument was acknowledged before me  
on 26<sup>th</sup> day of Febr., 20 18 by Patrasia Hefley

Notary Public's Signature  
My Commission Expires 06/06/2020







NO prev. zoning permit  
Remodel permit closed

MH 2-13-18

City of La Porte  
604 W. Fairmont Pkwy.  
La Porte, TX 77571

Planning & Development Department  
**ZONING PERMIT APPLICATION**

Phone: 281.470.5073  
Fax: 281.470.5005  
www.laportetx.gov

**1. PROJECT INFORMATION:**

DATE OF SUBMITTAL: 2/12/18

PROJECT ADDRESS (if existing): 832 South Broadway

HCAD PARCEL NO(s) 13-digit Tax ID(s): D23-245-056-0017

PROPERTY LEGAL DESCRIPTION: TR 17 & 18A BIK 156 La Porte

NEW BUILDING  EXISTING BUILDING BUSINESS NAME: ACTT

LAST USE OF BUILDING: \_\_\_\_\_ DATE USE CEASED: \_\_\_\_\_

PROPOSED USE OF BUILDING: Office / Administrative

**2. OWNER INFORMATION:**

Business Owner's Name

BUSINESS OWNER'S NAME: (ACTT) Randy Prejean PHONE 1: 337-313-6038

PHONE 2: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

MAILING ADDRESS OF BUSINESS OWNER: 75 CENTER CIRCLE Sulphur, LA. 70663

**3. CONTACT INFORMATION:**

CONTACT NAME: Chris McGinnis CONTACT TITLE: CONSULTANT

PHONE 1: 832-210-4100 PHONE 2: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**4. APPLICATION CHECKLIST & SUPPORTING DOCUMENTATION (Check applicable boxes):**

- COMPLETE ITEMS 1 THRU 4 OF APPLICATION
- 
- COORDINATE WITH THE TEXAS ALCOHOLIC BEVERAGE COMMISSION (TABC) & LA PORTE CITY SECRETARY'S OFFICE FOR ALCOHOL LICENSE & PERMIT REGULATIONS.
- FURNISH COPY OF TEXAS SALES & USE TAX CERTIFICATE

NOTES TO APPLICANT:

1. NOT A VALID PERMIT UNTIL BUSINESS OWNER IS NOTIFIED OF APPROVAL AND ALL APPLICABLE FEES ARE PAID IN FULL

AUTHORIZED SIGNATURE: [Signature] AUTHORIZED PRINTED NAME: CHRIS MCGINNIS

**(STAFF USE ONLY):**

ZONING DISTRICT: GC FLOOD ZONE: X TAXES?: OK CE?: NO N/C ISSUE(S)?:  NO  \*YES

ADD TABC/CSO COMMENT FOR RESTAURANT / BAR?  YES  N/A NAICS NO. OF PROPOSED USE: 541380

APPLICATION IS:  APPROVED  DENIED NON-CONFORMING ISSUES:  YES  NO

DIRECTOR'S SIGNATURE: N/A COMMENTS: see attached notes

APPROVED BY: Mark W. Huber DATE: 2-15-18

PERMIT NO. 18-0232

S Broadway

ZONING PERMIT NOTES

ADDRESS:

~~830, 832, 102 W. H St.~~

- 1. NAICS # 541380 Non Destructive Testing Services  
TYPE OF BUSINESS
- 2. NAME OF BUSINESS & BUSINESS OWNER: Advanced Corrosion Technologies Off site  
ACTT MR. RANDY Prejean TRAINING
- 3. ANY CHANGE OF TENANT, USE, OR OWNERSHIP REQUIRES A NEW ZONING PERMIT.
- 4. IF ANY INTERIOR AND/OR EXTERIOR IMPROVEMENTS ARE ANTICIPATED, CHECK WITH CITY FOR POSSIBLE PERMIT REQUIREMENTS PRIOR TO COMMENCING ANY WORK.
- 5. THIS BUILDING IS PRE-EXISTING-NON-CONFORMING.  
NON-CONFORMING ISSUES ARE: parking backs out directly onto streets on corner lot.

6. IF DUMPSTER IS UTILIZED AND WITHIN PUBLIC VIEW, APPLICANT MUST APPLY FOR AND OBTAIN A PERMIT FOR A DUMPSTER ENCLOSURE PRIOR TO CONSTRUCTION.

7. → NO CITY APPROVED CERTIFIED SITE PLAN AVAILABLE.

8. EXTERIOR STORAGE not allowed

9. CHECK WITH CITY FOR POSSIBLE PERMIT REQUIREMENTS PRIOR TO PLACEMENT OF ANY NEW/FUTURE SIGNAGE.

10. → There are 12 parking spaces and 1 ADA Space at 830 & 832 S. Broadway and 102 W. "H" St. 4 Building w/ 3 meters & 3 lease spaces

11. PLACEMENT OF ANY SHIPPING CONTAINERS REQUIRES PRIOR CITY APPROVAL.

12. APPLICANT IS REQUIRED TO NOTIFY THE INSPECTION DEPARTMENT FOR REQUIRED INSPECTION OF PROPERTY BEFORE UTILITIES WILL BE APPROVED/ RELEASED. PLEASE CALL #281-470-5130 TO SCHEDULE INSPECTION IF INSPECTION WAS NOT REQUESTED DURING PERMIT ISSUANCE.

City of La Porte  
604 W. Fairmont Pkwy.  
La Porte, TX 77571

Planning & Development Department  
**ZONING QUESTIONNAIRE**

Phone: 281.470.5073  
Fax: 281.470.5005  
www.laportetx.gov

FEB 12 2018

BUSINESS ADDRESS: 832 South Broadway

1. DETAILED DESCRIPTION OF OPERATION/S TO BE PERFORMED AT THIS FACILITY: COORDINATION of INSPECTION Activities in Refineries / Chemical PLANTS

2. NUMBER OF EMPLOYEES PER BUILDING (IF APPLICABLE): 10

3. WILL TRACTOR TRAILERS BE INVOLVED IN ANY WAY FOR YOUR PROPOSED OPERATIONS? :  YES  NO

IF YES, DESCRIBE: \_\_\_\_\_

4. WHAT TYPES OF MATERIALS & PROCESSES WILL BE USED IN YOUR BUSINESS OPERATION? :

MATERIALS: N/A

PROCESSES: N/A

5. WHAT TYPES OF EQUIPMENT WILL BE UTILIZED IN YOUR BUSINESS OPERATIONS? :

EQUIPMENT: N/A

6. WILL OUTSIDE STORAGE BE UTILIZED IN YOUR BUSINESS OPERATIONS?  \*YES  NO

\*IF "YES", DESCRIBE WHAT WILL BE STORED OUTSIDE, WHERE IT WILL BE STORED & PROVIDE PHOTOGRAPHS:

\_\_\_\_\_

7.  MANUFACTURING  DISTRIBUTING  RETAIL OPERATIONS:

DESCRIBE: \_\_\_\_\_

8. WHO IS YOUR CUSTOMER BASE? : Refineries / Chemical PLANTS

9. DESCRIPTIONS & QUANTITIES OF MATERIALS TO BE STORED INSIDE BUILDING:  
\_\_\_\_\_  
\_\_\_\_\_

10. PROVIDE A LISTING & QUANTITY OF CHEMICALS TO BE STORED INSIDE AND/OR OUTSIDE OF BUILDING:

INSIDE: \_\_\_\_\_

OUTSIDE: \_\_\_\_\_

11. IS YOUR BUSINESS CURRENTLY OPERATING IN LA PORTE AT A DIFFERENT ADDRESS?  YES  NO

IF YES, PROVIDE ADDRESS: \_\_\_\_\_

12. PROVIDE YOUR COMPANY'S CODE (IF KNOWN): SIC CODE: \_\_\_\_\_ NAICS CODE: \_\_\_\_\_

13. HAVE YOU RECENTLY PURCHASED THIS PROPERTY?  \*YES  NO

\*IF "YES", PROVIDE A COPY OF YOUR DEED & PROPERTY SURVEY:

14. ARE YOU CURRENTLY LEASING THIS PROPERTY?  YES  NO

15. WHO'S NAME IS THE WATER ACCOUNT IN? PATRASIA HEFLEY (property Owner)  
WHO'S NAME WILL THE WATER ACCOUNT BE TRANSFERRED INTO? ACTT (Business Owner)



TEXAS ASSOCIATION OF REALTORS®  
**COMMERCIAL LEASE**

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**1. PARTIES:** The parties to this lease are:

Landlord: PATRASIA HEFLEY AS MANAGER FOR OWNER OF RECORD \_\_\_\_\_; and

Tenant: ADVANCED CORROSION TECHNOLOGIES & TRAINING, LLC \_\_\_\_\_

**2. LEASED PREMISES:**

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (*Check only one box*):

(1) Multiple-Tenant Property: Suite or Unit Number \_\_\_\_\_ containing approximately \_\_\_\_\_ square feet of rentable area in \_\_\_\_\_ (*project name*) at \_\_\_\_\_ (*address*) in \_\_\_\_\_ (*city*), \_\_\_\_\_ (*county*), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows:

(2) Single-Tenant Property: The real property containing approximately 2400 (HCAD) square feet of rentable area at: 832 S BROADWAY ST (*address*) in LA PORTE (*city*), HARRIS (*county*), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows:  
TRS 17A & 18A BLK 156, LA PORTE  
(832 S BROADWAY ST LA PORTE TX 77571 PER HCAD).  
(BUILDING AREA 2,400 SF, LAND AREA 4,815, PER HCAD.)

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and  
 (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area  will  will not be adjusted if re-measured.

**3. TERM:**

A. Term: The term of this lease is 24 months and 0 days, commencing on: February 1, 2018 (Commencement Date) and ending on January 31, 2020 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

832 S BROADWAY ST

Commercial Lease concerning: LA PORTE, TX 77571

- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

PATRASIA HEFLEY AS MANAGER FOR OWNER  
Landlord: OF RECORD

ADVANCED CORROSION TECHNOLOGIES &  
Tenant: TRAINING, LLC

By: PATRASIA HEFLEY  
 By (signature): *Patrasia Hefley*  
 Printed Name: PATRASIA HEFLEY  
 Title: LANDLORD Date: 2-10-2018

By: RANDY PREJEAN  
 By (signature): *Randy Prejean*  
 Printed Name: RANDY PREJEAN  
 Title: PRESIDENT Date: 2-5-18

By: \_\_\_\_\_  
 By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: MAGENSAVARIO  
 By (signature): *M. Savario*  
 Printed Name: MAGENSAVARIO  
 Title: CONTRACTS Date: 2-7-18

# REQUEST FOR LA PORTE DEVELOPMENT CORPORATION AGENDA ITEM

Agenda Date Requested: <u>March 26, 2018</u>
Requested By: <u>Ryan Cramer</u>
Department: <u>Administration</u>
Report: <u>    </u> Resolution: <u>    </u> Ordinance: <u>    </u>

Exhibit: \_\_\_\_\_  
Exhibit: \_\_\_\_\_

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

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## SUMMARY & RECOMMENDATION

As potential relocating or expanding businesses contact the Economic Development office at the City of La Porte, the topic of development incentives is generally discussed. While working in the city's Planning Department, staff took a fairly strict role as gatekeepers of these type of discussions, thereby allowing staff the autonomy of making decisions related to incentives in lieu of bringing all these discussion directly to the board.

Staff is requesting guidance from the Board as to how to they wish for staff to proceed with these procedures. Do you wish for staff to continue to follow the current procedures or prefer for staff bring the incentive applications forward to the Board for discussions and action?

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### Action Required by the La Porte Development Corporation:

Provide staff with guidance regarding staff's review of applications for incentives before taking them to the Board.

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### Approved for the La Porte Development Corporation Agenda

\_\_\_\_\_  
Corby D. Alexander, City Manager

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