

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



DANNY EARP, BOARD MEMBER
JOHNNY MORALES, 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 July 22, 2019, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, beginning at 5:00 pm to consider the following items of business:

1. **CALL TO ORDER**

2. **STATUTORY AGENDA**

- (a) Presentation, discussion, and possible action to approve the minutes of the meeting held on June 24, 2019. [Lee Woodward, City Secretary]
- (b) Presentation, discussion, and possible action regarding an enhancement grant application for 508 West Main Street. [Ryan Cramer, Economic Development Coordinator]
- (c) Presentation, discussion, and possible action regarding an enhancement grant application for 10424 Spencer Highway. [Ryan Cramer, Economic Development Coordinator]
- (d) Presentation, discussion, and possible action regarding potential project for painting of traffic control boxes on Main Street. [Ryan Cramer, Economic Development Coordinator]
- (e) Presentation, discussion, and possible action regarding use of La Porte Development Corporation funds under eligible projects for public safety facilities and street and drainage improvements, in connection with proposed City Capital Improvement Projects. [Ryan Cramer, Economic Development Coordinator]

3. **SET DATE FOR NEXT MEETING**

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

5. **ADJOURNMENT**

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

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

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the July 22, 2019, La Porte Development Corporation Board agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF
POSTING

TIME OF
POSTING

TAKEN DOWN

Lee Woodward, City Secretary

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



DANNY EARP, BOARD MEMBER
JOHNNY MORALES, BOARD MEMBER
SHELLEY FULLER, BOARD MEMBER

MINUTES OF LA PORTE DEVELOPMENT CORPORATION BOARD MEETING OF JUNE 24, 2019

The City of La Porte Development Corporation Board met on Monday, June 24, 2019, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 5:00 p.m., with the following in attendance:

Board members present: Richard Warren, Venessa Guerreo, Chuck Engelken, Danny Earp, Johnny Morales

Board members absent: Shelley Fuller, Nancy Ojeda

Council-appointed officers present: Jason Weeks, Assistant City Manager; Lee Woodward, City Secretary; Clark Askins, Assistant City Attorney

1. **CALL TO ORDER** – President Warren called the meeting to order at 5:00 p.m.
2. **CONSENT AGENDA** (Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Committee present at this meeting.)

- (a) **Approve minutes of the La Porte Development Corporation Board meeting held on April 22, 2019 (Lee Woodard, City Secretary)**

Board member Engelken moved to approve the minutes: the motion was adopted unanimously

3. PUBLIC HEARING AND ASSOCIATED MATTERS

- (a) **The Board will hear comments from the public on Project G, a project for the development of new or expended business enterprises that create and retain primary jobs, granted to INEOS Syrolution America, LLC for development of a styrene monomer manufacturing facility at 1230 Independence Parkway, in a total amount not to exceed \$700,000.00. [Ryan Cramer, Economic Development Coordinator]**

The public hearing opened at 5:02 p.m. The public hearing was ended at 5:04 p.m.

4. AUTHORIZATIONS

- (a) **Presentation, discussion, and possible action to approve a proposed economic development incentive agreement with INEOS Styrolution America, LLC in connection with Project G, an incentive project for development of a styrene monomer manufacturing facility at 1230 Independence Parkway. [Ryan Cramer, Economic Development Coordinator]**

Board member Engelken moved to approve the proposed economic development incentive agreement with INEOS Styrolution America, LLC in connection with Project G, an incentive project for development of a styrene monomer manufacturing facility at 1230 Independence Parkway; the motion was adopted 5-0.

5. SET DATE FOR NEXT MEETING

The next meeting was scheduled for July 22, 2019.

6. ADJOURN – Without objection, the meeting was adjourned at 5:05 p.m.

Lee Woodward, City Secretary



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

Agenda Date Requested: <u>July 22, 2019</u>
Requested By: <u>R. Cramer, Econ. Dev. Coordinator</u>
Department: <u>CMO</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>Enhancement Grant</u>
Account Number:	<u>0159892-9931100</u>
Amount Budgeted:	<u>\$220,903</u>
Amount Requested:	<u>\$6,998.73</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Application, bids and bid tabulation

SUMMARY

Recently, the applicant, Frank Nance moved his State Farm Insurance agency from West La Porte to Main Street. His new State Farm Insurance agency is located at 508 W. Main Street. He has completed inside renovations and is now seeking an enhancement grant from the 4B Board to redo the front of his building and install a State Farm Insurance sign. This project includes adding a new awning, replacing hardi-plank, a new State Farm Insurance sign, and painting.

Due to the sole source provider of the State Farm Insurance sign there is only one bid for the new sign because State Farm requires all of their signs to be purchased from that vendor. The cost of the State Farm Insurance sign is \$4,227.00 of which State Farm Insurance pays \$2,747.55 and the agent is required to pay the difference; therefore, the request on this application is for the agents' portion of \$1,479.45.

The additional project includes three bids - Follis Construction, Herring Remodeling and RAL Contractors, LLC. Both Follis Construction and Herring Remodeling were not able to provide bids for the awning; therefore, a separate quote for the awning was obtained from American Awning in the amount of \$3,840.00, which will need to be added to each of these two contractor bids. RAL Contractors, LLC bid an all-inclusive amount of \$26,977.00. Follis Construction's bid was \$17,100.00, while Herring Remodeling's bid was \$8,678.00, both without the awning.

The lowest bidders being State Farm Everbrite (sign), American Awning (awning) and Herring Remodeling (façade) for a total of \$13,997.45 (\$1,479.45 sign, \$3,840.00 awning, and \$8,678.00 façade). Staff recommends approval of an enhancement grant for Frank Nance (a.k.a. State Farm Insurance) in the amount of \$6,998.73 (50% of \$13,997.45).

RECOMMENDED MOTION

Move to approve or deny an enhancement grant for 508 W. Main Street (State Farm Insurance – Frank Nance).

Approved for the La Porte Development Corporation Board meeting agenda

Corby D. Alexander, City Manager

Date

La Porte Enhancement Grant Application

Please print clearly. Please submit a completed application to:

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

APPLICANT INFORMATION:

APPLICATION DATE: 6/17/19
FRANK NANCE
Applicant Name
Frank Nance State Farm
Business Name
508 W Main St
Physical Business Address
Frank Nance
Business Owner (if different from applicant)
508 W Main 77571
Mailing Address
281 930-7611 Frank@FrankNance.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):

Redo the facade awning covering 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. State Farm - Sign	\$ 1429
2. Follis Construction	\$ 17,100
3. American Awning	\$ 3840. ⁰⁰
4. Herring Remodeling	\$ 13456. ⁸⁰
5.	\$

BUDGET DETAIL

PROJECT EXPENDITURES	FUNDS	FUNDS APPLIED	TOTAL
Façade Rehab	\$ 13465. ⁴⁰	\$	\$
Awnings/Signage	\$ 3840	\$	\$
Beautification	\$	\$	\$
Parking Lot Improvements	\$	\$	\$
Other (list): Sign	\$ 1429 1429	\$	\$
TOTAL	\$ 16734 18734. ⁸⁰	\$	\$

Total estimated cost of proposed project: \$ 18734.⁸⁰

Amount requested (up to 50% of total cost, \$2,500 to \$50,000): \$ 9367.⁴⁰

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

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



APPLICANT SIGNATURE

6/17/2019

DATE

Frank Nance

From: Kevin Smith <kevinksmith@aol.com>
Sent: Tuesday, May 7, 2019 3:05 PM
To: frank@franknance.com
Subject: [EXTERNAL] American Awning and Carport Company

Frank Nance

1-24'0" x 4'0" Steel Awning (overhead braces)

8" border (your choice of available colors)

Installed total \$3,840.00

Plus permit's and engineering if needed.

American Awning

American Awning and Carport Company
315 W. Main Street
La Porte, Texas 77571
281-867-9954
C-713-628-7161
Kevin Smith

www.carportstore.com



Follis Construction, Inc.

111 N Broadway • La Porte, Texas 77571 • Ph. 281-471-6881 • Fax 281-471-6038

May 23, 2019

Marion & Vicki Campise
1902 Roscoe St
La Porte TX 77571

Re: Quote #062019
State Farm Façade
408 W Main

Dear Mr. & Mrs. Campise:

Follis Construction, Inc. is pleased to present the following quotation which includes all labor, materials and equipment for construction of the following:

**State Farm Insurance building façade
Reference drawing A-1, dated 04/04/2019**

1. ~~Door~~
2. Hardi w/trim
3. Canopy – mat'l & labor
4. SS 3/4" srod
5. Electrical
6. Lights
7. Paint

~~Total: \$20,600.00~~

Does not include drawings, engineering, permit fees, State Farm sign or dry stack stone material.

Price is good for 30 days from the day of the quote. We appreciate the opportunity to quote this project. If you have any questions, please call me at 281-471-6881.

Sincerely,

FOLLIS CONSTRUCTION INC

Mark Follis
President

(Chose not to replace
Door.)

Less Door
- 3500 =
\$ 17,100

Herring Remodeling

508 W. Main St State Farm

Materials Cost – provided by Building Owner:

Stone/Brick for façade	\$350
Lumber for attaching siding	\$950
Trim for Frame repair	\$125
8" Lap Siding	\$850
Caulk/Paint	\$290
Total Materials Cost	\$2,565
P&E	\$513
Total	\$3,078

Weeks, Jason

From: Frank Nance <frank.nance.dhoc@statefarm.com>
Sent: Monday, July 15, 2019 3:38 PM
To: Weeks, Jason
Subject: FW: [EXTERNAL] Bid Adjustment
Attachments: Facade Bids.pdf

Jason,

I visited with Mr. Herring today. We reviewed his proposal and found some things he missed that I learned from the other contractors.

Here are my adjusted/corrected/updated numbers.

From: Herring Remodeling [mailto:Herringremodel@gmail.com]
Sent: Monday, July 15, 2019 12:40 PM
To: Frank Nance <frank.nance.dhoc@statefarm.com>
Subject: Bid Adjustment

Mr. Nance,

Thank you for your time today. As we discussed my bid for 508 West Main Street in LaPorte did not include setting up electrical service for the outside lights. This will result in an supplemental proposal for \$575 in parts and \$525 in labor for a total additional amount of \$1,100.00.

I look forward to hearing from you on the status of my proposal and getting start on the project. When do you expect to make a selection on contractors?

Herring

Sent from my iPhone



Bid Proposal for

State Farm, attn. Frank Nance
508 W. Main St.
LaPorte, TX 77571

- 1. Build and install 23'11" x 9" metal awning, 3 braces**
- 2. Install Stone veneer 1'8" to window frame.**
- 3. Hardiplank siding to cover 16'2" x 23'11" facade that includes 11'3" x 2' parapet top**
- 4. Electrical set up and 3 gooseneck light fixtures mounted to top.**
- 5. Reframe exterior windows and paint.**
- 6. All Required permits and engineer reports**
- 7. Debris removal/Clean Up**

\$26,977

Terms: Net 30

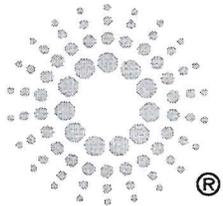
Submitted 07/01/2019

**R A L Contractors, LLC
2521 S Highway 35 Bypass Suite C
Alvin, TX 77511
hwww.ralcontractors.com**



Prepared Exclusively For
Site SF89195-2 53-2239
STATE FARM FRANK NANCE
8610 Spencer Hwy
LaPorte, TX

May 1, 2019



Everbrite

Everbrite, LLC
4949 South 110th Street
P.O. Box 20020
Greenfield, WI 53220-0020
www.everbrite.com

Account Manager: Valerie Ritter
vritter@everbrite.com (414) 529-3500

State farm
Signage program

Project total
4,227.-

State farm pays
2747.55

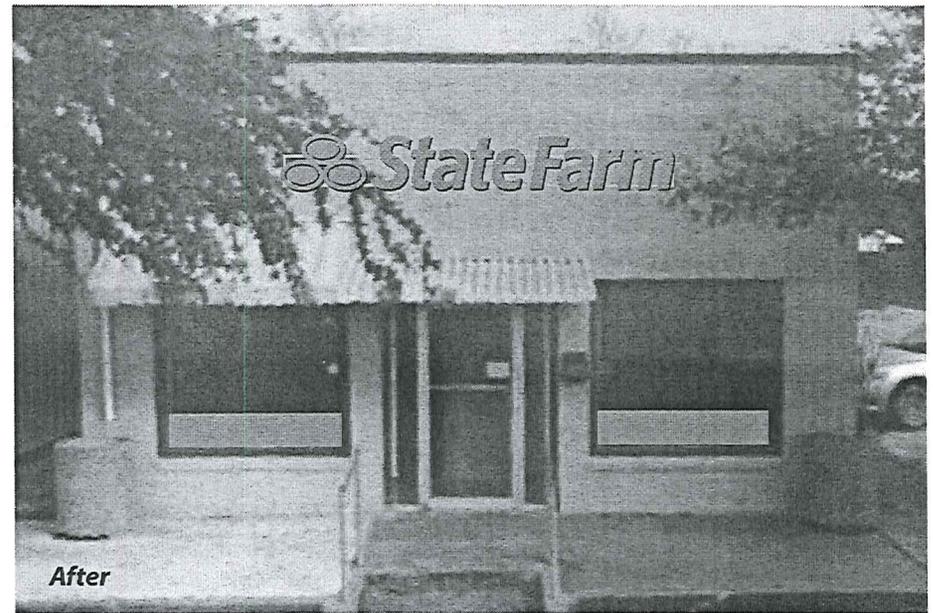
my cost
1,479.45

**WOMEN
OWNED**

WBE Certified
since 2002



Before



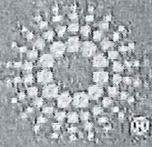
After

16" High Letters / 17.25" High 3-Oval Symbol x 26.2" Wide;
 (9' 11.7" overall length) **CL16 Red** (15 sq. ft.)
 Non-Illuminated, Acrylic, Flush Mount on Building



Vinyl is Applied to the OUTSIDE of Glass.

		<small>DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings. These drawings and designs are the exclusive property of Everbrite LLC Use of, or duplication in any manner without express written permission of Everbrite LLC is prohibited.</small>		
Customer: STATE FARM		Description: Building Signage & Vinyl	Customer Approval: Graphics and colors on file will be used unless otherwise specified by customer. Please review drawing carefully. By signing below, you agree to graphics as shown above, and to location of sign as shown. Please return signed copy back to Everbrite.	
Project No: 399978	Scale:			
Date: 04/26/19	Drawn By: TAJ	Revised:	CUSTOMER SIGNATURE	DATE
Location & Site No: 8610 Spencer Hwy., Suite G LaPorte, TX 77571 SF89195		Revised:	LANDLORD SIGNATURE	DATE



To: STATE FARM MUTUAL AUTO INS COMPANY
AGENT SIGNAGE PROGRAM
HOME MKTG-AGENTSIGNPROGRAM
home.mktg-agentsignprogram.169o13@statefarm.com
State Agent Code 53-2239
PO# MOVING

Site Id: SF89195-2
Location: STATE FARM FRANK NANCE
Address: 8610 Spencer Hwy
Suite G
LaPorte, TX 77571
Contact: Frank Nance

Note: If you select sign product to be shipped to your installer, you are solely responsible for confirming that the quoted product will fit the designated location, permits are obtained, landlord requirements are met, and that the sign meets local code requirements.

In addition, if sign product arrives with visible damage, the consignee must refuse the damaged portion of signage shipment, noting damage on delivery receipt, and having the driver & consignee take pictures of damaged product.

Qty	Item #	Description	Price	Amount
1	E004044P	LTR,SF 16"LOGO NI ACR CL16RED Front Elevation install new 16" Red non-illuminated Acrylic letter set flush pin mounted into building	\$964.00	\$964.00
1	MP02537P	12"HX72"W WINDOW VINYL. STATE FARM LOGO WS5H-1 Vinyl's applied to OUTSIDE of the glass	\$90.00	\$90.00
1	MP02575P	12"HX72"W WINDOW VINYL.LIKE A GOOD NEIGHBOR... ST ACKED WS5O-1 Vinyl's applied to OUTSIDE of the glass	\$90.00	\$90.00
1	6205	PERMIT FEE (ESTIMATED, BILLED AT COST)	\$150.00	\$150.00
1	6201	PERMIT STAFF TIME (ESTIMATED)	\$350.00	\$350.00
1	6204	PROJECT MANAGEMENT SERVICES	\$700.00	\$700.00

NOTES:

The above pricing is based on standard sign construction to withstand winds of 35 psf (approx. 90 mph @ 40'OAH). Signs being shipped to certain areas, including coastal areas, will require structural modification to withstand higher wind loads based on local code requirements and need to be quoted separately.

More than (2) design rendering changes will be charged at \$95.00 per piece and will be eligible for the subsidy.

Subtotal:	\$2,344.00
Eligible Installation:	\$1,823.00
Ineligible Installation:	\$0.00
Estimated Freight:	\$60.00
Sales Tax:	\$0.00
Project total:	\$4,227.00
State Farm Responsibility:	\$2,747.55



YES / NO (please select)

I would like to be notified if during the survey or installation, it is observed that the underside of the building or sign surface may need to be repaired or painted. I understand that this may require that the new sign installation be delayed and require an additional return site expense by sign installer. (Maintenance is not eligible for subsidy and is the agent's full responsibility to arrange and pay all related expenses.)

Agent Responsibility: \$1,479.45

EXISTING COLUMN, ANCHOR BOLTS AND FOUNDATION HAVE NOT BEEN INSPECTED FOR ADEQUATE STRUCTURE INTEGRITY. THIS IS THE RESPONSIBILITY OF THE PURCHASER. PURCHASER ASSUMES ALL LIABILITY IN THIS REGARD

STATE FARM PAYMENT OPTIONS - Please mark only one box.

I, Frank Nance, (agent/intern name) acknowledge that State Farm will advance funds for the items ordered and agree that regardless of my affiliation to State Farm that I will reimburse State Farm in full and hereby authorize the following method and timing of payment as indicated below.

SELECT COMPENSATION DEDUCTION OPTION BELOW:

- 0% Interest 1 Month (Any Purchase Amount)
- 0% Interest 3 Month (Purchase exceeding \$300)
- 0% Interest 6 Month (Purchase exceeding \$750)
- 0% Interest 12 Month (Purchase exceeding \$750)

Note: Certain installation expenses are not eligible for compensation deduction such as electric service, major wall repair and painting.

Authorized Signature: _____ Date: _____

Printed Name: _____

Please sign and return all attached forms to your Everbrite contact as listed below

Signing and dating this proposal creates a legal and binding contract. It is your responsibility to review all details of the proposal for accuracy before signing. This includes, but is not limited to: names, phone numbers, and hours. Once signed, permits will be obtained (if necessary) and sign(s) manufactured. Note: Price quotes are based on standard installations with standard signs with normal soil, foundation and building conditions. Additional bracing, supports or other materials required to complete the installation will be billed as additional costs. Electrical hookup is included if power is within 5 ft. of the sign. New and additional circuitry is the responsibility of the agent. Local engineering and any local special requirements needed are additional and billed at cost. If vinyl graphics are being replaced on an existing sign or tenant panels, possible ghosting/shadowing are highly likely to occur. Building and sign surface maintenance is ineligible for subsidy and is the responsibility of agent. Freight is 3rd party Billing. It will be invoiced directly to State Farm Corporate. Both freight and sales tax will be added to your final invoice from Corporate. Permit costs are approximate. Permits, if required, will be invoiced at cost. Artwork for review will be provided upon approval of quotation and/or permits.



Valerie Ritter

Valerie Ritter
Phone: (800) 558-3888 Ext. 7132
Direct Phone: (414) 529-7132 Fax (414) 529-7191
Email: vritter@everbrite.com

QUOTATION VALID FOR 30 DAYS FROM THE DATE INDICATED ABOVE.
Remit To: Everbrite, LLC , Bin #88164, Milwaukee, WI 53288

LIGHTS OUT? EVERBRITE'S DEDICATED SERVICE & MAINTENANCE TEAM IS HERE FOR ALL YOUR NEEDS.
CALL 855-680-7378

TERMS AND CONDITIONS:

The Terms and Conditions which apply to this order are available by clicking the link below or copying into your web browser:
http://extranet.everbrite.com/common2/terms_conditions_install.pdf

Agent Signage Program

Registration & Ordering Navigation



The National Vendor Registration and Ordering website is available via Agents Business Systems (ABS) and Agents Online Catalog (AOC) using the following paths:

ABS > Marketing > Agent Advertising > Agent Signage Program > National Vendor Registration and Ordering Website

AOC > CATALOGS > Agent Signs > Exterior Signage > Agent Signage Program > ABS Agent Signage Program > National Vendor Registration and Ordering Website

Getting Started

- Enter your State Farm Agent Code (xx-xxxx) to begin the login process
- If you do not have a State-Agent Code, enter "00-State Farm Alias" to begin
- If this is your first time on the national vendor website, enter the following information to get registered:
 - Contact Name
 - Alias
 - E-mail
 - Best Contact Phone #
 - Business Name/Address/City/State/Zip
 - Register
- Upon completion of the registration process, a confirmation e-mail will be sent with your registration number
 - The registration number will be needed for all future inquiries on this site
- Returning agents should enter their state-agent code and registration number to login
 - Select the "E-mail Registration" button if you have misplaced your registration number
- When you are logged in, select the category that fits your current situation for ordering signage
- Enter the best time to reach you along with information for a secondary contact, then select "Signage Solutions"
- The following options are available for Signage Solutions, select one to proceed:
 - Product and Installation Services
 - Product with Up-Front Services
 - Product Only
- After selecting the Signage Solution option above, you will be taken to a page with the following information:
 - Downloads – download the Agent Sign Standards
 - Inquiries – view the quote and the status of your order
 - Products – view the Product Catalog and select products
 - Registration – complete or update your registration
- An Account Manager from the national vendor will contact you within 48 hours of receipt of your request

	State Farm	Follis	American Awning	Herring	RAL
Sign	\$1,479.45	Excluded	Excluded	Excluded	Excluded
Awning	Excluded	Excluded	\$3,840.00	Excluded	Included
Stone Work - Materials	Excluded	Included	Excluded	\$350.00	Included
Stone Work - Labor	Excluded	Included	Excluded	Included	Included
Lighting/Electrical	Excluded	Included	Excluded	Included	Included
Labor	Excluded	Included	Excluded	\$4,500.00	Included
Materials	Excluded	Included	Excluded	\$2,728.00	Included
Bid	\$1,479.45	\$17,100.00	\$3,840.00	\$7,578.00	\$26,977.00
SUPPLEMENT ELECTRICAL				\$1,100.00	
Revised Bid				\$8,678.00	

Requested Amounts

State Farm sign	\$1,479.45
Awning	\$3,840.00
Facade	\$8,678.00
TOTAL	\$ 13,997.45



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

Agenda Date Requested: <u>July 22, 2019</u>
Requested By: <u>R. Cramer, Econ. Dev. Coordinator</u>
Department: <u>CMO</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>Enhancement Grant</u>
Account Number:	<u>0159892-9931100</u>
Amount Budgeted:	<u>\$220,903</u>
Amount Requested:	<u>\$23,750</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Application

SUMMARY

The applicants, Nate Aston and Mark Elliott, are looking to open a snow cone stand at 10424 Spencer Highway, which was a previously a car wash. This is the car wash which was previously demolished next to the EMS Headquarters. Their scope of grant qualified work includes a new parking lot, striping and landscaping. The applicants reached out to more than three contractors to get bids and were only able to get two for each individual portion of the job. The City's Purchasing Department has verified they have met bidding requirements since one bidder indicated they could not bid due to their current workload.

The two bids received were from A Vision Construction, LLC for an all-inclusive bid of \$47,500.00 and M&M Concrete, LLC which bid \$32,250.00 for concrete work only. Additional bids needing to be added to M&M Concrete bid were received for striping and landscaping; J&D Quality Striping bid \$1,622.07 and Wintergreen Complete Landscaping and Lawn Maintenance bid \$15,046.75 (\$13,900 plus sales tax \$1,146.75). Therefore, the total for M&M Concrete, J&D Quality Striping and Wintergreen Complete Landscaping and Lawn Maintenance is \$48,918.82.

The given cost for A Vision Construction was lower than the combined given costs of J+D Quality Striping, M+M Concrete and Wintergreen Complete Landscape. Staff recommends approving half of the bid amount submitted by A Vision Construction, which would be \$23,750.00.

RECOMMENDED MOTION

Move to approve or deny an enhancement grant for 10424 Spencer Hwy.

Approved for the La Porte Development Corporation Board meeting agenda

Corby D. Alexander, City Manager

Date

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. TRIPLE J CONTRACTORS (LAPORTE)	\$ NO BID -
2. J+D QUALITY STRIPING (LAPORTE)	\$ 1622.07
3. M+M CONCRETE, LLC	\$ 32250.00
4. A VISION CONSTRUCTION	\$ 47,500.00
5. WINTERGREEN COMPLETE LANDSCAPE	\$ 13,900.00

(Too Busy)

(+ TAX OF \$1146.75)

BUDGET DETAIL

PROJECT EXPENDITURES	FUNDS	FUNDS APPLIED	TOTAL
Façade Rehab	\$ 0	\$ 0	\$ 0
Awnings/Signage	\$ 0	\$ 0	\$ 0
Beautification	\$	\$	\$ 13150.-
Parking Lot Improvements	\$	\$	\$ 34350.-
Other (list):	\$	\$	\$ 0
TOTAL	\$	\$	\$ 47,500.00

Total estimated cost of proposed project: \$ 47,500.00

Amount requested (up to 50% of total cost, \$2,500 to \$50,000): \$ 23,750.00

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

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



APPLICANT SIGNATURE

7/10/19

DATE

Scope Of Work

We are currently seeking bids for a project at 10424 Spencer Hwy in La Porte (sight of the previous coin car wash), directly across from the airport, and next to Elite Fitness.

We are looking for contractors specifically able to perform in a tight timeframe, beginning 1st-week of August and completing the below scope of work in 7-10 days.

The following is the scope of work for which we are interested in receiving your professional bid on:

Concrete work:

Approximately 4310 square feet of 6" concrete work to include the following:

- *30-feet of 36" sidewalk (approximately 36" wide) at the front of the property and curbing to form planting bed and fix the existing traffic entrance & exit, including all forms, rebar/materials, labor, and concrete.
- * Large pour to upgrade parking lot and eliminate previous carwash drains, and create a protected area including curbing in the center of the property.

Landscaping:

- * Back-fill all flower planter boxes/areas with planting soil, including the a 4ft x 140ft landscape strip along the east property line, 2 beds at the front of the property, 1 bed located next to the handicapped parking spot next to the gym and 1 bed located directly behind the Tiki hut area. (approximately 1,100 sq ft).
- * Supply and plant (approximately 40) Japanese boxwood shrubs, along the east property line.
- * Supply and plant up to ten (10) Crape Myrtle trees that are at least 6-feet tall; one in the front east-side bed, one at the handicapped parking bed, one behind the back of palapa and 7 along the 140 ft planting strip on the east side of the property.
- * Supply and plant approximately thirty (30) miscellaneous decorative & drought resistant grasses/plants to compliment and complete the landscaping beds.
- * Strategic placement of rocks/boulders and landscape curbing to protect landscaping from traffic, parking, and drainage.
- * Irrigation/sprinkler system in all plant beds with digital timer/control unit.

Parking lot striping & logistics:

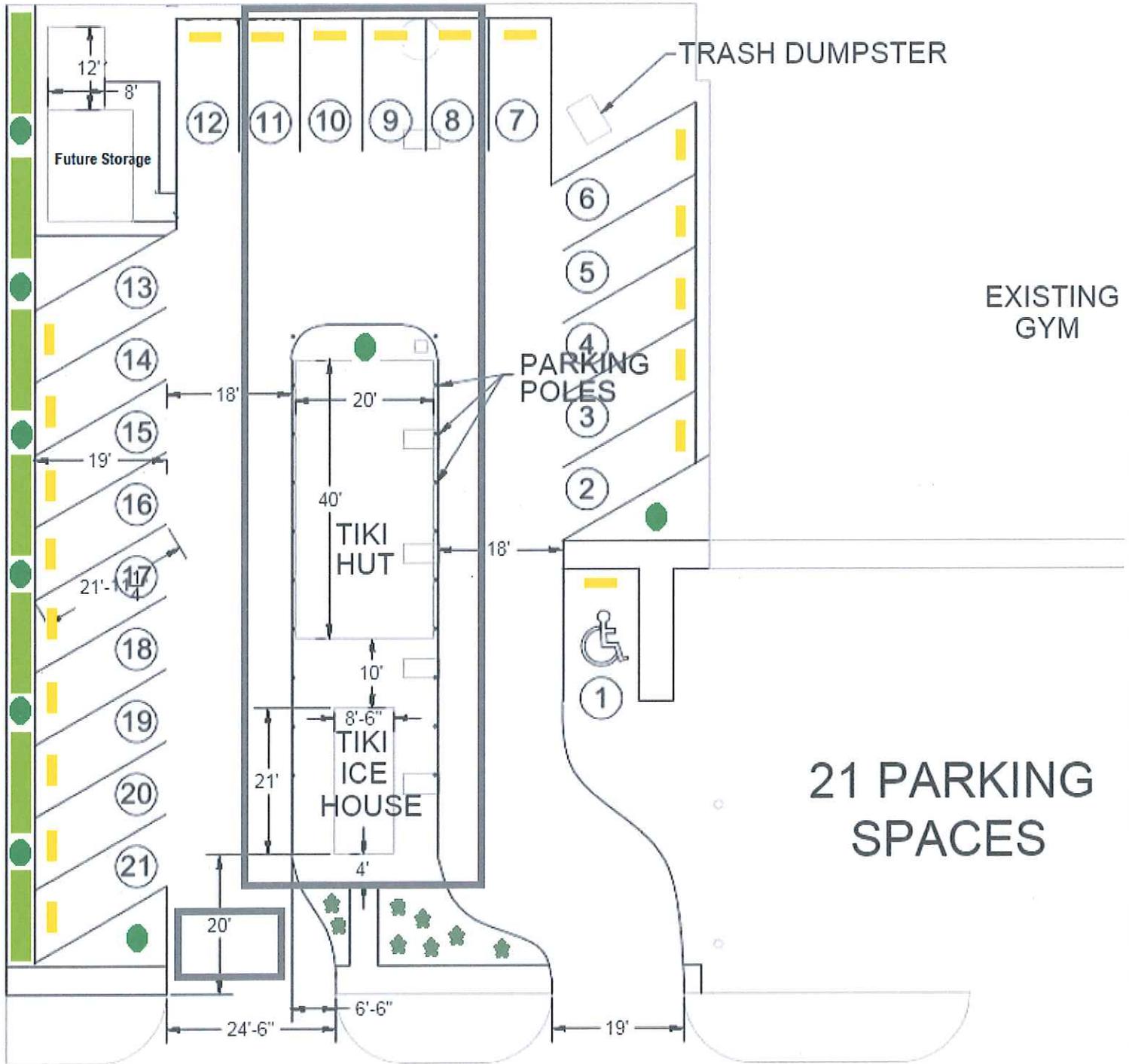
- * Stripe parking lot including 20 standard spots, 1 handicap spot, and all other required markings including any "no parking" areas.
- *Purchase, paint, install, and secure 21 parking back-stop blocks.

Please submit your bid as soon as possible for immediate consideration. If you are unable or unwilling to bid on this work please indicate same in return email.

Thanks and kind regards,

Nate Aston

281-229-9914



21 PARKING SPACES

- 

PARKING STOP
- 

GRAPE MYRTLE
- 

JAPANESE BOXWOOD
- 

CONCRETE REPAIRS

Re: Bid Request

From: Fred Jarvis (fred@triplejcontractors.net)

To: tyaston@yahoo.com

Date: Thursday, July 11, 2019, 02:28 PM CDT

Ty,

Due to your start date we will be unable to complete the project in the time frame provided. We have a full schedule until November. Please keep us in mind if you have any future projects. Thanks for reaching out!

Respectfully,
Fred Jarvis

Triple J Contractors, LLC
Managing Member
832-551-4680

On Jul 10, 2019, at 2:50 PM, Ty Aston <tyaston@yahoo.com> wrote:

Scope Of Work

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Landscaping:

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* Supply and plant approximately thirty (30) miscellaneous decorative & drought resistant grasses/plants to compliment and complete the landscaping beds.

* Strategic placement of rocks/boulders and landscape curbing to protect landscaping from traffic, parking, and drainage.

* Irrigation/sprinkler system in all plant beds with digital timer/control unit.

Parking lot striping & logistics:

* Stripe parking lot including 20 standard spots, 1 handicap spot, and all other required markings including any "no parking" areas.

*Purchase, paint, install, and secure 21 parking back-stop blocks.

Please submit your bid as soon as possible for immediate consideration. If you are unable or unwilling to bid on this work please indicate same in return email.

Thanks and kind regards,

Nate Aston

281-229-9914

10424 **Nate Aston & Mark Elliott**
 10412 Spencer Hwy TIKI ICE HOUSE
 La Porte, Tx 77571
 (281) 229-9914

J&D Quality Striping

3809 Teakwood Dr
 La Porte, Texas 77571
 Phone: (254) 931-6065
 Email: jd_quality_striping@yahoo.com

Estimate # 000138
 Date 07/10/2019
 Business / Tax # 32068559007

Description	Quantity	Total
Handicap Hash out	1.0	\$45.00
Handicap signs cored or surface mount	1.0	\$175.00
New Layout of parking stalls	441.0	\$198.45
Handicap Stencil W/ blue background	1.0	\$30.00
Wheel Stops	21.0	\$1,050.00

Subtotal	\$1,498.45
tax	\$123.62
Total	\$1,622.07

The proposed work above does not include thermo-plastic application. We use Gorilla Hi-Performance Acrylic Zone Marking Paint which is the best quality material on the market. Parking lot(s) must be empty in order for us to stripe your parking area. All jobs will be completed on the agreed upon date(s), weather permitting. If we are unable to complete the job due to weather, we will contact you in order to set up a future date. This quote is valid for 30 days.

Nate Aston & Mark Elliott

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this _____ day of _____,

BETWEEN:

CLIENT

Ty

(the "Client")

CONTRACTOR

M & M Concrete , LLC
800 W NASA Pkwy, Webster, TX 77598, USA
(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Concrete work.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

6. The Contractor will charge the Client a flat fee of \$ 32,250 for the Services (the "Compensation").

7. The Client will be invoiced as follows:

• Draw 1 \$ 16,125⁰⁰
Draw 2 \$ 16,125⁰⁰

8. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

REIMBURSEMENT OF EXPENSES

9. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.

10. All expenses must be pre-approved by the Client.

CONFIDENTIALITY

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

12. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

13. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

14. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all

damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

15. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

NOTICE

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. _____

b. M & M Concrete , LLC
800 W NASA Pkwy, Webster, TX 77598, USA

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

18. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

19. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

20. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

21. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

23. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

24. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

25. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

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

SEVERABILITY

27. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

28. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other

provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____
day of _____, _____.

_____(Client)

M & M Concrete , LLC

Per: Abdias Mendoza (Seal)

* 3500 PSI concrete

* #4 rebar at 14 inches off center

* expansion joints

* line pump

* labors

WINTERGREEN COMPLETE LANDSCPING AND LAWN MAINTENANCE

ALFONSO LOPEZ 832 890 7125

AlfonsoLopez973@gmail.com as facebook: wintergreencompletelandscaping@gmail.com

Proposal Landscape and Sprinklers System

Date: July 10, 2019

Wintergreen Complete Landscaping /o Alfonso Lopez

2142 Purdue St. Pasadena, TX 77502 .And, **The owner or Representative of this property 10412 Spencer Hwy. La Porte TX 77571.**

We are pleased to make an offert to you of our work of Landscape and sprinkler System for the property. Located at 10412 Spencer Hwy. La Porte TX, 77571 according your needs and in compliance with the standars required by law. In addition to the requirements provided by you.

Scope of Work for this bid

This what I will do for this job built up flower bed front side walk to the back fence of the property on east side of the building. With pine soil mix and Moss Rock along the edge of the flower bed, with few ballders of the same moss Rock with 7 (seven) to 10 (ten) crape Myrtles on that bed plus . Or 4 (four) Crape Myrtles or more.Extra small beds.

Where this beds will be build up. With same materials: Pine soil Mix and Moss Rock around flower beds with Japanese boxwoods as need it with more extra plants, to make this to be nice and full on this job. I will responsible to put sprinkler system on every flower beds we build also we will put sleeves from to island, to island to run our irrigation pipes but builtder, needs to call before they put their concrete that way we can come to put down sleeves. Will do all these for \$13,900.00 before Tax

WINTERGREEN COMPLETE LANDSCPING AND LAWN MAINTENANCE

ALFONSO LOPEZ 832 890 7125

AlfonsoLopez973@gmail.com as facebook: wintergreencompletelandscaping@gmail.com

If accepted, this agreement is between WINTERGREEN COMPLETE LANDSCAPING AND LAWN MAINTENANCE/ AND ALFONSO LOPEZ (contractor). The total cost of the projects is **\$13,900.00. Dollars.Before Tax**

The agreement begins July 10, 2019

We appreciate the consideration and we hope positive response.

Sincerely,

Alfonso Lopez (owner)
Wintergreen Complete Landscaping
832 890 7125

WINTERGREEN COMPLETE LANDSCPING AND LAWN MAINTENANCE

ALFONSO LOPEZ 832 890 7125

AlfonsoLopez973@gmail.com as facebook: wintergreencompletelandscaping@gmail.com



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

Agenda Date Requested: <u>July 22, 2019</u>
Requested By: <u>R. Cramer, Econ. Dev. Coordinator</u>
Department: <u>CMO</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>Special Programs</u>
Account Number:	<u>038-6030-565-9997</u>
Amount Budgeted:	<u>\$10,000</u>
Amount Requested:	<u>\$10,400</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Renderings

SUMMARY

The effort to get mini-murals on Main Street is one which has been in the works for over a year. Staff turnover and miscommunication with the initial vendor lead to a start/stop process. Eventually, the City ended up choosing UP Art Studio. The City of Houston uses them for their mini-mural program and they just started the program in Austin. As far as staff knows, UP Art is the only group who truly have artists come and paint original works on the traffic control boxes.

Staff provided the studio with basic themes for the artists to base their proposals on. The City received concepts depicting La Porte's history, the Bay, the Fire Department, the City's hardworking people, and La Porte High School pride. These concepts have been included in your packet for review.

The plan is to have four cabinets painted at a cost of \$2,600 each. This will bring the total cost to \$10,400. This cost includes paint, paying the artists, anti-graffiti protection, and some digital advertising for the boxes. The reason these mini-murals are all to be on Main Street is because those are the only traffic control boxes in the La Porte controlled by the City. All others are maintained by TXDOT or Harris County.

RECOMMENDED MOTION

Move to approve renderings to be painted on Main Street traffic control boxes. *(The motion should indicate which renderings are chosen, or all renderings, or direction to staff on how they will be chosen.)*

Approved for the La Porte Development Corporation Board meeting agenda

Corby D. Alexander, City Manager

Date



Mini Murals - Renderings
City of La Porte

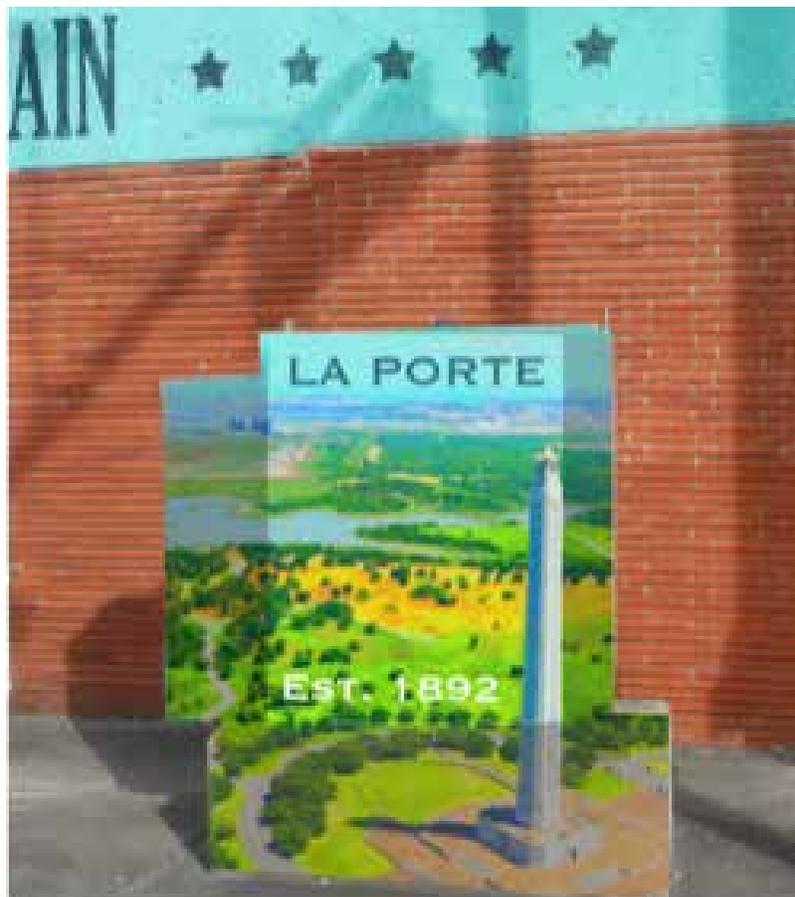
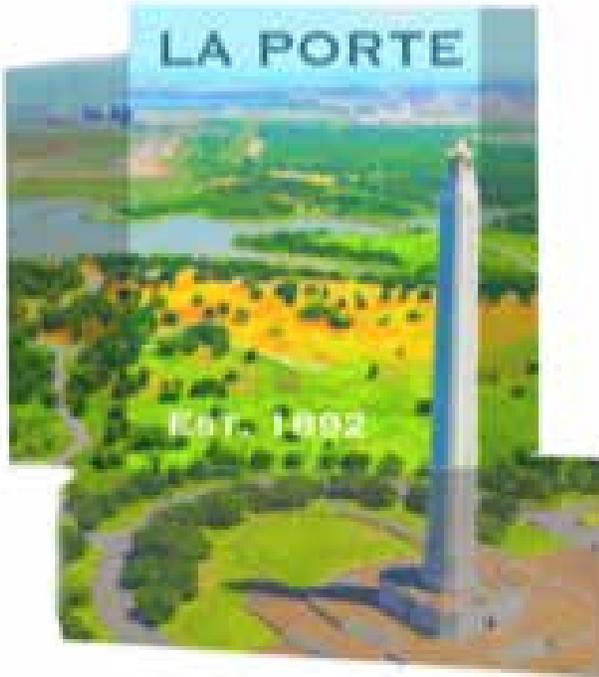
Mini Murals - City of La Porte, Texas

Location: Main Street @ 2nd | Theme: 125th Anniversary – Historic

Artist: Jessica Padilla



PROPOSED MINI MURALS



Mini Murals - City of La Porte, Texas

Location: Main Street @ 2nd | Theme: 125th Anniversary – Historic

Artist: Jessica Padilla



PROPOSED MINI MURALS



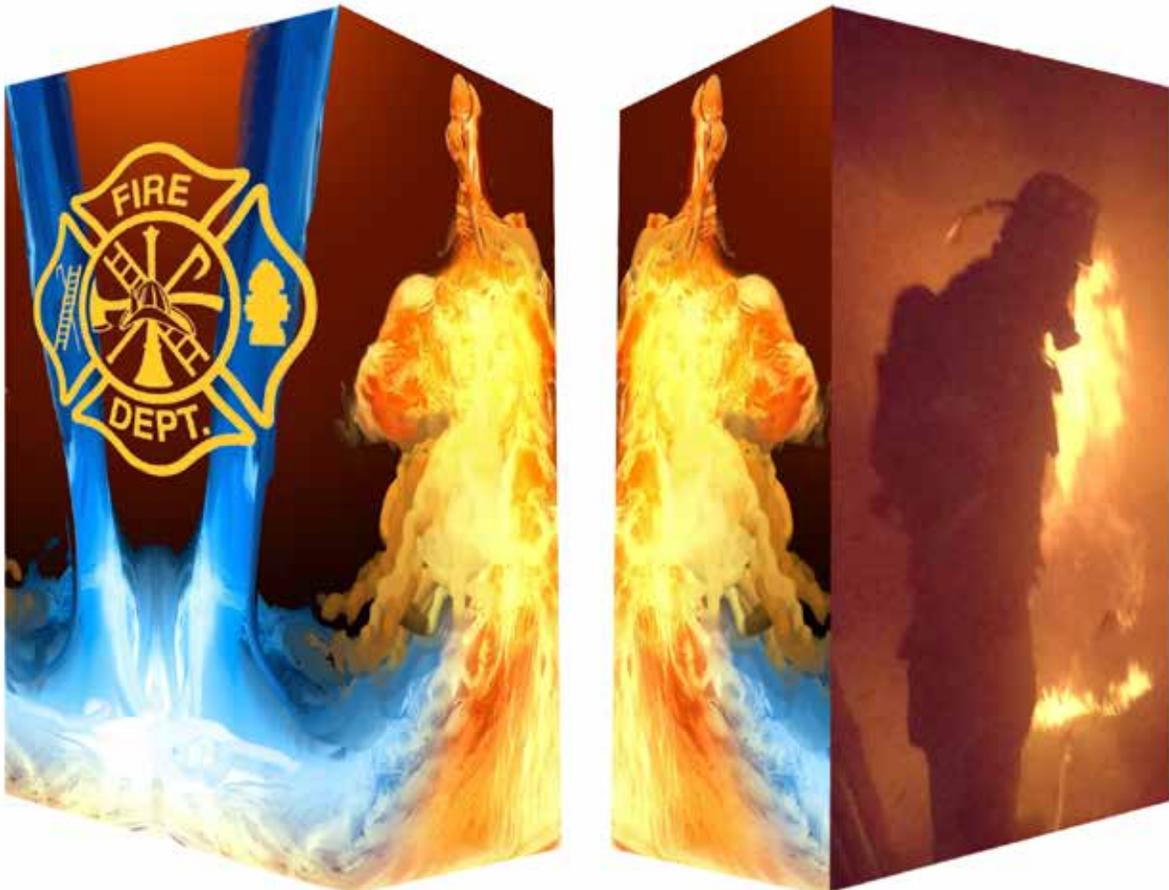
Mini Murals - City of La Porte, Texas

Location: Main Street @ 4th | Theme: Fire Department

Artist: Jessica Padilla



PROPOSED MINI MURALS



Mini Murals - City of La Porte, Texas

Location: Main Street @ 4th | Theme: Fire Department

Artist: Adam Socie (Pilot)



PROPOSED MINI MURALS



Mini Murals - City of La Porte, Texas

Location: Main Street @ 4th | Theme: Fire Department

Artist: Adam Socie (Pilot)



PROPOSED MINI MURALS



Mini Murals - City of La Porte, Texas

Location: Main Street @ 4th | Theme: Fire Department

Artist: Doug Hiser



PROPOSED MINI MURALS



Mini Murals - City of La Porte, Texas

Location: Main Street @ 8th | Theme: hardworking industrial people

Artist: Jessica Padilla



PROPOSED MINI MURALS



Mini Murals - City of La Porte, Texas

Location: Main Street @ 8th | Theme: hardworking industrial people

Artist: Adam Socie (Pilot)



PROPOSED MINI MURALS



Mini Murals - City of La Porte, Texas

Location: Main Street @ Broadway | Theme: The Bay

Artist: Jessica Padilla



PROPOSED MINI MURALS



Mini Murals - City of La Porte, Texas

Location: Main Street @ Broadway | Theme: The Bay

Artist: Roger Seward



PROPOSED MINI MURALS



Mini Murals - City of La Porte, Texas

Location: Main Street @ Broadway | Theme: The Bay

Artist: Roger Seward



PROPOSED MINI MURALS



Mini Murals - City of La Porte, Texas

Location: Not specific | Theme: La Porte Pride

Artist: Adam Socie (Pilot)



PROPOSED MINI MURALS



Mini Murals - City of La Porte, Texas

Location: Not specific | Theme: La Porte Pride

Artist: Adam Socie (Pilot)



PROPOSED MINI MURALS





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

Agenda Date Requested: <u>July 22, 2019</u>
Requested By: <u>R. Cramer, Econ. Dev. Coordinator</u>
Department: <u>CMO</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

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

Exhibits:

SUMMARY

In preparation of the budget for next fiscal year, staff wanted to discuss possible Development Corporation Board funding for certain City capital projects for the upcoming fiscal year. Though these projects are generally one-time expenditures, City Council has directed staff to look for alternative funding sources instead of using General Fund balance. In order to avoid drawing down the City's General Fund more than necessary, staff is requesting the 4B Board to review the proposed CIP project list for potential funding capabilities. The La Porte Development Corporation has a positive fund balance and the legality to pay for some, if not most of these projects. Staff has also vetted the list of CIP projects. Only those projects that would legally qualify for Development Corporation funding have been included for consideration.

The discussion for the Board is to gauge how interested the Board is in using 4B funds for these projects.

RECOMMENDED MOTION

Discuss and provide staff direction on how to move forward with preparation of the EDC budget for fiscal year 2019-2020.

Approved for the La Porte Development Corporation Board meeting agenda

Corby D. Alexander, City Manager

Date