

RICHARD WARREN, PRESIDENT

MIKE CLAUSEN, BOARD MEMBER

SHELLEY FULLER, BOARD MEMBER

RANDY WOODARD, BOARD MEMBER

JAY MARTIN, 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 August 29, 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 La Porte Development Corporation Board meeting held on July 25, 2016 - P. Fogarty
3. **AUTHORIZATIONS**
  - (a) Consider approval or other action authorizing Board President Richard Warren to sign and execute a development agreement with Jack's Plaza LLC., in connection with an enhancement grant project for property located at 9901 W. Main (Spencer) in La Porte, Texas in an amount not to exceed \$11,169.86 - T. Leach
  - (b) Consider approval or other action amending the guidelines of the La Porte Development Corporation Enhancement Grant Program to remove the Enhancement Grant Evaluation Committee - T. Leach
4. **SET DATE FOR NEXT MEETING - T. Leach**
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 Law).

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 August 29, 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 August 23, 2016.

*Patrice Fogarty*

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Patrice Fogarty, City Secretary

RICHARD WARREN, PRESIDENT  
NANCY OJEDA, VICE-PRESIDENT  
CHUCK ENGELKEN, BOARD MEMBER  
JAY MARTIN, BOARD MEMBER



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

## MINUTES OF LA PORTE DEVELOPMENT CORPORATION BOARD MEETING OF JULY 25, 2016

The City of La Porte Development Corporation Board met on **July 25, 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, Engelken and Ojeda. Staff Present: Corby Alexander, Traci Leach, Patrice Fogarty and Clark Askins. Absent: Board member Martin.

### 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 June 27, 2016 – P. Fogarty

**(b)** Financial Report – M. Dolby

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

### 3. DISCUSSION AND POSSIBLE ACTION

**(a)** Discussion and possible action regarding the proposed budget for La Porte Development Corporation Board for Fiscal Year 2016-2017 - T. Leach

Assistant City Manager Traci Leach presented a summary.

Board member Woodard requested details on the line items to be provided. Ms. Leach stated she would send the detailed summary.

Board member Engelken moved to approve the proposed budget for the La Porte Development Corporation Board for Fiscal Year 2016-2017 to go to City Council for the Budget Workshop meeting. Board member Ojeda seconded. **MOTION PASSED UNANIMOUSLY 5/1.**

Ayes: President Warren, Board members, Clausen, Ojeda, Fuller and Engelken  
Nays: Board member Woodard  
Absent: Board member Martin

**4. SET DATE FOR NEXT MEETING**

Board members set the next meeting date for Monday, August 22, 2016, at 5:00 p.m., if needed.

**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 Ojeda asked about former Economic Development Coordinator Scott Livingston's certification and the oversight of a state organization providing the service to assure the Board is operating correctly. City Manager Corby Alexander advised he will update Board members on Mr. Livingston's vacancy and the airport study.

**6. ADJOURN**

There being no further business, Board member Engelken moved to adjourn the meeting at 5:37 p.m. Board member Clausen seconded. **MOTION PASSED UNANIMOUSLY 6/0.** Board member Martin was absent.

Respectfully submitted,

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Patrice Fogarty, City Secretary

Passed and approved on this the 22<sup>nd</sup> day of August, 2016.

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President Richard Warren

# REQUEST FOR LA PORTE DEVELOPMENT CORPORATION AGENDA ITEM

Agenda Date Requested: <u>August 29, 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>\$240,835.31</u>	
Amount Requested: <u>\$ .00</u>	
Budgeted Item: <span style="border: 1px solid black; border-radius: 50%; padding: 2px 5px;">YES</span> NO	

Exhibit: Application

Exhibit: Bid Sheet Summary

Exhibit: Development Agreement – Signed

## SUMMARY & RECOMMENDATION

The Enhancement Grant Review Committee reviewed an Enhancement Grant Application from Wayne Rutledge, Property Manager for Jack’s Plaza, located at 9901 W. Main (Spencer) Street in La Porte, Texas. The applicant collected bids to complete each of three projects. For each project for a value equal to or greater than \$2,000, the applicant collected three bids. The proposed projects are as follows:

1) Install a new pole sign for the shopping center	-- \$ 8,660.00
2) Paint the exterior of the building	-- \$10,850.00
3) <u>Replace exterior lighting</u>	-- \$ 2,829.72
<b>TOTAL</b>	<b><u>\$22,339.72</u></b>

As a result of the lowest bids for each project, the total expenditure proposed to be made by the applicant is estimated to be **\$22,339.72**. Should the Development Corporation find that all improvements are eligible for reimbursement, the total amount that could be reimbursed is \$11,169.86, which would be payable upon documentation once improvements have been made. Please refer to the “Bid Sheet Summary” for project bid details.

In the Budget block at the top of the page, \$240,835.31 represents the amount of uncommitted funds in the enhancement grant account and includes a recent payment in the amount of \$18,091.56 to the “4 Ever Clear Pool Chemical Co., LLC”, plus a commitment of \$17,045.50 to the “Lawrence W Maher Jr Family Trust”.

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 “**Jack’s Plaza LLC**” for an enhancement grant for an amount not to exceed **\$11,169.86** to be awarded at the completion of the project.

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**Approved for the La Porte Development Corporation Agenda**

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**Corby D. Alexander, City Manager**

BUSINESS. BY THE BAY.

## 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: MARCH 24, 2016

WAYNE RUTLEDGE, PROPERTY MANAGER  
Applicant Name

RUTLEDGE COMMERCIAL REAL ESTATE  
Business Name

9901 W. MAIN ST. (SPENCER), LA PORTE, TX. 77571  
Physical Business Address

ZAHID "JIMMY" RAZA / IQBAL H. "JACK" ABDULLAH  
Business Owner (if different from applicant)

P.O. BOX 580066 HOUSTON, TX. 77258  
Mailing Address

832-875-2980      wayne@rutledgecommercial.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):

Scott -

The owners have asked me to include the above shopping center in the "La Porte Enhancement Grant Program". We are currently working on obtaining the necessary bids for each category.

Thank you!



LIGHTING/ELECTRICAL

SIMMS ELECTRICAL SERVICES INC

14415 Lindstrom Road  
 CROSBY, TX 77532  
 OFFICE 281-328-7001

# Estimate

Date	Estimate #
6/15/2016	2860

Name / Address
Rutledge, Carson 9901 Spencer Hwy La Porte, Texas

Project

Description	Qty	Cost	Total
Contract Price to furnish labor, materials, and equipment for the following line items:	1	10,200.00	10,200.00T
* Install 18 - LED retrofit kits for front canopy lighting main side walk			
* Install 1 - LED flood light on fuel canopy to replace existing			
* Instal 3 - LED pole mount fixtures to replace existing			
* Install 3 - LED wall pack fixtures to replace existing on the back wall of center			
Sales Tax		841.50	841.50
Please sign this estimate to indicate your approval		<b>Total</b>	<b>\$11,041.50</b>

Customer Signature \_\_\_\_\_

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Good afternoon Carson,

As discussed I have put together a quote for the install of (1) new 25' pole and (2) new 400W Equiv LED fixtures. The installed price per pole will be 4275.00 each plus Tax. This will include the installation of new pole and fixtures on existing pole base, New wire from pole base to fixtures, and the removal of all related debris from location. This quote however does not include any troubleshooting that may need to be done or additional time nor material that may be necessary to get power to the pole base. Upon ordering the material it will take 4-6 weeks before we receive the material. Please let me know if you would like to proceed with this. It would be helpful if you fill out the new customer form so we can get you into our system and bill you when the job is completed. Thank you!!

This is a quote from MIR Enterprises

NOT EQUIVALENT  
SCOPE OF WORK

**ZARA LED**

5755 Bonhomme Rd Suite 412  
 Houston, TX 77036  
 (281) 840-8608  
 info@zaraled.com  
 www.zaraled.com

**Estimate**

ADDRESS
Mr. Zahid Jacks Plaza 9901 Spencer hwy La Porte, Texas 77571

ESTIMATE #	DATE
1263	03/11/2016

ACTIVITY	QTY	RATE	AMOUNT
<b>Street Light 240</b> Power(W): 240w Efficiency: 115 Lumens per Watt Chip: Cree XT Driver: MEANWELL IP Rating: IP65 Color Temperature: 6000k (Cool white) UL Listed Warranty time : 5 years 12/7; 3 years 24/7	3	479.99	1,439.97T
<b>Labor</b> Street light Installation Charges	3	60.00	180.00
<b>Material</b> Pole mounts/Tennon Top	3	49.99	149.97T
<b>Wall pack 80</b> WALLPACK on the SideWall WallPack 80 Watt CREE XTE CHIP, CCT 5000K MeanWell Driver, IP65 DLC, ETL Listed Warranty: 5 years	1	229.99	229.99T
<b>Labor</b> Wallpack Installation Charges	1	45.00	45.00
<b>Tube lights 845 C</b> Eco Integrated LED T8 Tube Power: 45 w Input: AC 90 - 277V CCT 6500 K Size 8 Ft Clear Lens Warranty: 2 Years	12	35.00	420.00T
<b>MINIMUM 10-12 TUBES Needs installation</b> <b>Labor</b> Installation Charges	12	15.00	180.00

Disclaimers & Warranties

Customer agreed to take responsibility upon the Purchase order from ZARA LED work performed

Warranty: All products have limited manufacturer warranty.  
Service: Any service provided by Zara LED, 90 days from the time of installation.

Please note: This estimate is without new powering/ wiring lay out, new breaker, additional wire and any trouble shooting.

Zara LED is not liable for damage to any existing electrical fixtures, previously installed products, faulty wiring installed previously, and electrical circuit breakers and panels.

Installation should only be carried out by a professional electrician.  
LED products are designed to provide indirect lighting.  
Be sure to install your LED lighting out of direct sight.

SUBTOTAL	2,644.93
TAX (8.25%)	184.79
<b>TOTAL</b>	<b>\$2,829.72</b>

Accepted By

Accepted Date

PAINING

# Nagel Construction LTD. Since 1985



nagelcontractors.com

Mobil: 281-777-3200  
Office: 281-333-2157  
NagelLTD@yahoo.com

*Mr. Carson Rutledge  
9901 Spencer Hwy.  
La Porte , Texas 77571*

*Wash down entire building with pressure washer , prep and scrape as needed as to remove peeling paint and apply Peel Bond primer over bald spots as to seal the edges on metal from future peeling.*

*Caulk and Putty holes as needed and Apply DTM (Direct to Metal) Oil Based Enamel from Sherwin Williams. All prep will be done in the daytime and actual spraying will have to take place in the evening during Lower traffic times. Left hand side of building is painted and includes repainting on right side still looks good as raw Cinder block and I figure Pressure wash it and leave unpainted would look great but it is your call of course . No paint on backside of building is figured either as per your instructions.*

*All Labor and Materials as well as paint comes to \$14,646.00*

*1/3 Down 1/3 on half completion of project and final draw on completion of project*

*Thank You and Sincerely ,  
Rick Nagel*

Accepted:	Date:
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Mobil: 281-777-3200  
Office: 281-333-2157  
NagelLTD@yahoo.com



# Willy's Construction

# estimate

13022 Stillington Dr  
Houston, TX 77015

Raul Castellanos  
713 542 3953

**SOLD TO:**

9901 Spencer  
La Porte, TX  
[zhdraza@yahoo.com](mailto:zhdraza@yahoo.com)

INVOICE NUMBER 536524  
INVOICE DATE March 13, 2016  
OUR ORDER NO. 726278  
YOUR ORDER NO. 1892727  
TERMS Net 30  
SALES REP Fairmont Pkwy  
SHIPPED VIA

**SHIPPED TO:**

Same

Sales Tax Rate:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
exterior	Paint entire building		\$5,000.00
canope painting, is 1,000 dollars more.		SUBTOTAL	5,000.00
		TAX	0.00
		FREIGHT	

**DIRECT ALL INQUIRIES TO:**

Raul Castellanos  
713 542 3953  
[raulcastellanos58@gmail.com](mailto:raulcastellanos58@gmail.com)  
Cristian Garcia

**MAKE ALL CHECKS PAYABLE TO:**

Willy's Construction

\$5,000.00

PAY THIS  
AMOUNT

832 584 7231

[garcia\\_chris1990@live.com](mailto:garcia_chris1990@live.com)

Bill To  
Carson Rutledge  
9901 Spencer Hwy.  
LaPorte, TX, 77571  
346-600-2601



# Estimate

Number E189  
Date 5/24/2016

Work Performed At:  
Carson Rutledge  
9901 Spencer Hwy.  
LaPorte, TX, 77571  
346-600-2601

Knight's General Contractors  
2824 Jana Ln.  
Pasadena, Tx 77503  
Ph#281-684-2802  
fax#281-487-5245

PO Number	Terms	Project
189-16	50% Down / 50% @ completion	Exterior Painting

Line Item #	Description of scope of work	Amount
1	Paint exterior of building. Power wash total exterior metal skirting, Prep all metal to paint. Building will be painted with a D.T.M Paint. Paint color will be picked by owner . All area's of building will be painted except area's that are brick or stone.	\$10,895.00

NEW SIGNAGE



Deer Park Sign Shop  
 912 W. Pasadena Blvd  
 TX 77536

**Estimate**

Date	Estimate #
6/6/2016	5730

Name / Address
<b>Jacks Shopping Center</b>

Project	

Description	Qty	Rate	Total
<b>16' Multi Tenant Pylon Sign</b>		<b>8,000.00</b>	<b>8000.00T</b>
<b>2'x12' Box Sign With Aluminum Faces Waterjet Faces with Acrylic Backing</b>			
<b>10'x10' Lightbox Sign Acrylic Faces- 8 Spots (per side) Aluminum Exterior Flourcent Lighting</b>			
<b>10'x4' Aluminum Pole Covers Sales Tax</b>		<b>8.25%</b>	<b>660.00</b>
		<b>Total</b>	<b>\$8,660.00</b>

Phone #	E-mail	Web Site
<b>281-476-1777</b>	<b>mail@deerparksigns.com</b>	<b>deerparksigns.com</b>

Thank you for choosing Deer Park Signs! All quotes are vaild for 60 days, unless noted, city permits and engineer drawings are not included

Mr. Sign  
Donald Amonette  
2502 South Shaver Street  
Pasadena, Texas 77502  
(281)479-2200

## MR. SIGN

### Proposal

**“Rutledge real estate”  
SPENCER LAPORTE  
CARSON**

**OPTION A**

ONE MAIN ID SIGN 16'x 15' USING EXSISTING TWO POLES.  
SIGN CONSTRUCTED WITH GALVANIZED STEEL FRAME AND  
ALUMINUM FILLER AND RETAINERS. FACES 3/16 ACCUCAST  
WITH ALUMINUM DIVIDERBAR TO SEPARATE TENANTS. TOP  
AND POLE COVERS WILL BE CONSTRUCTED WITH  
ALUMINUM..

SIGN WILL LIGHT WITH (30)HIGH OUTPUT LAMPS AND  
(5)BALLAST. This price includes putting all tenants artwork and  
lettering on facesFULL 24 MONTH WARRANTY ON ALL  
ELECTRICAL.

SIGN PRICE: \$16,260.00 TAX \$1,341.45

REMOVAL AND DISPOSE OLD SIGN  
THIS PRICE INCLUDES INSTALLATION

MAKE ALL CHECKS PAYABLE TO: *Mr. Sign*

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

Date: \_\_\_\_\_

*“A business without a sign is a sign of no business!”*

## QUOTE FROM RS GRAPHICS SIGN CO

**Due \$19,899.54**

4302 Red Bluff Road  
Pasadena, Texas 77503  
United States



Carson Rutledge  
Quote Number: 010895  
Date: 06-14-2016

PRODUCT	QUANTITY	TOTAL
<b>Lighted Box Sign</b> 15'x10' lighted box sign with main ID space at top and 7 tenant spaces Frame will be made out of aluminum.	1	\$14,632.95
<b>Installation Service</b> Installation with crane to lift sign	1	\$3,500.00
<b>City Permit Application Fee</b> Engineer drawings, city drawing requirements and licensing for electrical sign installation Application fee does not include city permit fee	1	\$250.00
<b>City Permit Fee</b> will be added once the city approves permit	1	\$0.00
	Tax	\$1,516.59
	<b>Total</b>	<b>\$19,899.54</b>

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**Wayne Rutledge**

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**From:** James Holley <james@pinnaclesigns.biz>  
**Sent:** Monday, February 08, 2016 12:04 PM  
**To:** Rutledge Commercial Real Estate  
**Subject:** Fwd: Quote multi-tenant in La Porte

NOT EQUIVALENT  
SCOPE OF WORK

Hey Wayne,

I did the math to re-skin the sign and the cost would be \$3400.00 in a finished color like white, blue, black and I know there is couple of others.

The electrical cost would be \$2300.00 to replace the ballast and all lamps I am estimating 4 ballast we will also take care of any wiring and sockets needed inside the sign.

I did not estimate the white acrylics, from the pictures I can see that some are damaged. Not sure if you wanted all new acrylic. If so let me know.

Sorry it took so long.

James

Best Regards,

**Alice Garcia**  
Sharpview Signs & More LLC  
Office: [832-964-7500](tel:832-964-7500)  
Mobile: [713-459-6450](tel:713-459-6450)  
Email: [alicesharpviewsigns@gmail.com](mailto:alicesharpviewsigns@gmail.com)

On Thu, Jan 21, 2016 at 12:14 PM, Alice Garcia <[alicesharpviewsigns@gmail.com](mailto:alicesharpviewsigns@gmail.com)> wrote:  
How bad is ti? Sometimes it's better to do a new one that sanding and priming and paint.  
Labor cost can be more doing it like that.  
What is the address maybe we can go by and look at it.



**EXPRESS LANE**

**DONUTS**

**ISLAND DRIVING SCHOOL**

**WASHATERIA**

**TENNIS**

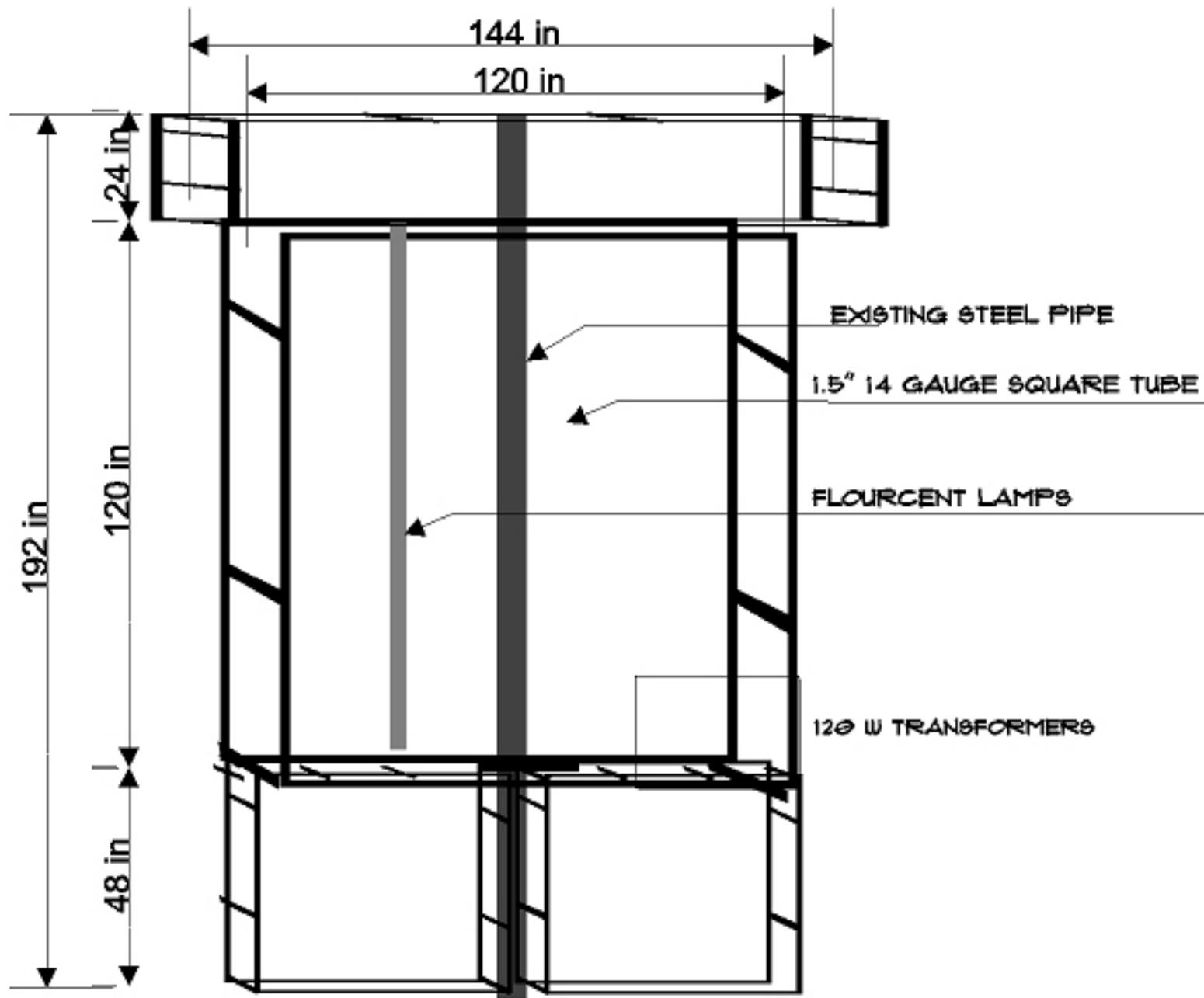
**EDITH'S HAIR SALON**

**JACK'S PLAZA**  
4,000SF AVAILABLE  
832-875-2980

GET 2 FOR \$2.00

CIGARETTES





## Bidder Sheet Summary

Jacks' Plaza  
9901 W. Main (Spencer) Street  
La Porte, Texas 77571

	<u>Pole Sign</u>	<u>Exterior Painting</u>	<u>Exterior Lighting</u>	<u>Project Total</u>
Deer Park Sign Shop	\$8,660.00			
RS Graphics	\$19,899.54			
Mr. Sign	\$17,601.45			
Nagel Construction		\$14,646.00		
Willy's Construction (not same scope)		\$5,000.00		
<b>Knight's General Contractors</b>		\$10,850.00		
Simms Electrical Services, Inc.			\$11,041.50	
Zara LED			\$2,829.72	
MIR Enterprises			\$8,540.00	
<b>Project Total</b>				<b>\$22,339.72</b>
50% of the Project Total				\$11,169.86
<b>LPDC's Contribution:</b>				<b>\$11,169.86</b>

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE LA PORTE DEVELOPMENT CORPORATION, AND JACKS' PLAZA, LLC, 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 29 day of AUGUST 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 JACK'S PLAZA, LLC, 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 9901 W. Main Street, 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 pole sign that serves the shopping center; 2) Paint the full exterior of the building; and 3) install new exterior lighting, which would result in the expenditure by Recipient of an estimated \$22,339.72 in capital improvements and directly or indirectly support the employment of at least 7 full time and 7 part 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 9901 W. Main Street, La Porte, Texas, in connection with an application under the La Porte Enhancement Grant Program, which program was considered in that certain public hearing 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 \$11,169.86, as a one-half (50%) match for Recipient's capital expenditure of \$22,339.72, 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 \$22,339.72 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 pole sign to serve the shopping center \$ 8,660.00
  - b) Paint the full exterior and roof of the building \$10,850.00
  - c) Install new exterior lighting \$ 2,829.72
- \$22,339.72**

- 5) Submission to LPDC of an employment roster evidencing that at least 7 full time and 7 part 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 7 full time and 7 part 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 \$11,169.86 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 \$11,169.86 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 \$11,169.86, 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

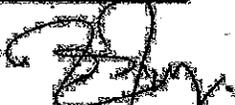
\_\_\_\_\_  
Date

**ATTEST**

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

JACKS FLEZA LLC

BY

  
ZAHID RAZA, OWNER

08-16-16  
DATE

ATTEST



## REQUEST FOR LA PORTE DEVELOPMENT CORPORATION AGENDA ITEM

Agenda Date Requested: <u>August 29, 2016</u> Requested By: <u>Traci Leach</u> Department: <u>Administration</u> Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	<p style="text-align: center;"><u>Appropriation</u></p> Source of Funds: _____ Account Number: _____ Amount Budgeted: _____ Amount Requested: _____ Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO
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**Exhibits:**

1. [Strikethrough Version Program Guidelines](#)
2. [Clean Version Program Guidelines](#)

### SUMMARY & RECOMMENDATIONS

This item has been placed on the Board’s agenda for discussion to review the process and responsibilities outlined in the current Enhancement Grant Program. Currently, an Enhancement Grant Evaluation Committee (EGEC), comprised of City staff and two community members, is identified to have several responsibilities within the context of the program. These responsibilities include:

- Reviewing and approving eligibility of components of the overall project scope
- Verifying that the approved work has been completed per the application
- Granting requests for extensions on time to either complete work or begin work on approved projects. The EGEC also sets the parameters for such extensions.
- Final discretion on funding and reserves the right to modify or reject any and all portions of submitted projects

Staff is requesting that the EGEC be eliminated from the program for the following reasons:

- Approval authority for projects and eligibility should reside with the Development Corporation Board. Staff will continue to work with applicants to ensure proper eligibility for projects presented to the Board for consideration.
- Evaluation scores for each project from the EGEC are not factored into the approval process for a project. The Board typically reviews each project independently of the EGEC rating and makes a determination as to relative value to the community.
- The EGEC process is not time efficient. For businesses that would like to move efficiently through the process, the EGEC has proven to be a bottleneck and in some cases has delayed the process of bringing a project to the Board for consideration.

The grants presented to the Board at this meeting have not gone through a separate evaluation review to determine eligibility via the EGEC, but are administratively complete and have met program guidelines for eligibility. The attached document identifies the changes that would be made if approval to eliminate the EGEC were to be approved.

Staff recommends approval of the amended Program guidelines, as presented.

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

Consider approval or other action of amended Enhancement Grant Program guidelines to remove the Enhancement Grant Evaluation Committee.

**Approved for the La Porte Development Corporation Agenda**

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**Corby D. Alexander, City Manager**

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**Date**



## LA PORTE ENHANCEMENT GRANT PROGRAM

The La Porte Enhancement Grant Program, which is sponsored by the La Porte Development Corporation, offers matching grants to businesses which are located in the City of La Porte.

Eligible improvements of the La Porte Enhancement Grant Program include façade enhancement/rehabilitation, beautification projects, new awnings, canopies, porches, signage, and parking lot improvements. Commercial property owners or businesses may apply for grant reimbursements from a minimum of \$2,500 to a maximum of \$50,000. Each application will be evaluated on a case-by-case basis, and **ALL projects for a matching grant greater than \$25,000 must also be approved by the La Porte City Council.**

Interested business owners are welcome to complete the enclosed application form. Please deliver applications to:

**Scott D. Livingston**  
Office of Economic Development Coordinator  
City of La Porte  
604 W. Fairmont Parkway  
La Porte, TX 77571  
[LivingstonS@laportetx.gov](mailto:LivingstonS@laportetx.gov)

Please ~~contact Scott D. Livingston~~ email us at [LivingstonS@laportetx.gov](mailto:LivingstonS@laportetx.gov) or [economicdevelopment@laportetx.gov](mailto:economicdevelopment@laportetx.gov) or by phone at 281/470-50163, if you have any questions about the La Porte Enhancement Grant Program.

Sincerely,

~~Scott D. Livingston~~  
~~Economic Development Coordinator~~  
~~City of La Porte~~

**LA PORTE BY THE BAY**  
604 W. Fairmont Parkway La Porte, Texas 77571 281/470-5016

## ELIGIBLE PROJECTS

Business owners may be eligible for a reimbursement grant of funds which are used to enhance and/or beautify their businesses. The following types of projects are eligible for reimbursement:

- **Façade Rehabilitation/Enhancement**  
Eligible projects include work on existing structures, such as removing non-historic/added facades, re-pointing brick or replacing mortar joints, replacing or restoring cornices, removing paint from brick, replacing windows, restoring transom windows, repairing facades, etc.
- **New Awnings, Canopies, Porches, and Signage**  
Eligible projects include replacing, adding, or repairing awnings, canopies, porches, and signs. Signs may include signboards, projecting signs, pedestrian signage, window signs, hanging signs, and awning/canopy signs.
- **Beautification Projects**  
Eligible projects include public art, landscaping, and other beautification projects as approved by the [La Porte Development Corporation Board \(LPDC\) Enhancement Grant-Evaluation Committee \(EGECLPDC\)](#).
- **Parking Lot Improvements**  
Eligible projects include new parking lot construction, parking lot paving, parking lot re-surfacing, parking space striping/painting, new parking blocks, old parking block removal, and other projects as approved by the [EGECLPDC](#).

## PROGRAM GUIDELINES

1. Grant funds are available only for exterior work on commercial property and building facades that are visible from public streets.
2. In general, grants offered to businesses are intended to support projects to renovate or convert existing structures to their original historic condition.
3. Grants will be processed and considered for award on a first-come, first-served basis until funds are depleted or until the program ends, whichever comes first.
4. Grants will not be awarded for work that has already been started or completed, or for work that is covered by insurance. If desired work is above and beyond what insurance will pay, and is, therefore, considered an upgrade and enhancement in the opinion of the [EGECLPDC](#), it may be eligible for grant funds.

5. Grants will not be awarded to any Applicant that owes any delinquent indebtedness\* to the City of La Porte or the La Porte Development Corporation (LPDC).

\* "Delinquent Indebtedness" shall mean any indebtedness due and owing to the City of La Porte or the La Porte Development Corporation, including but not limited to, ad valorem taxes on real and personal property, which property is in fact owned by and is legally subject to taxation, whether or not the same may have been properly rendered to the tax assessor-collector by any person. Such term shall also include, but not be limited to, charges for penalties, interest and costs on any such ad valorem taxes; charges for water, sewer, garbage and other services rendered or goods furnished by the City of La Porte or the La Porte Development Corporation to any person; and any other manner of indebtedness to the City of La Porte or the La Porte Development Corporation, now existing or which may hereafter be created by any person. No such indebtedness shall be considered "delinquent" until the time for its current payment under the various ordinances of the City of La Porte, or state statutes, or contractual agreement, shall have expired, without payment having been made.

6. Each grant will be awarded on a reimbursement basis once completed work has been verified by the ~~EGEC~~LPDC to be compliant with the plans proposed in the approved application. Any deviation from the approved project may result in the total or partial withdrawal of the grant.
7. Each enhancement grant application will be subject to review ~~by the EGEC~~, and approval from the Board of the LPDC. The review criteria include the following:
  - The project demonstrates a significant improvement over the existing situation,
  - The project will add to the beautification of the City of La Porte ,
  - The project will enhance the City of La Porte's appeal to new businesses and visitors,
  - The project will complement the surrounding buildings, and
  - The project will add value to the City of La Porte.
8. Grant applications and awards may be made in any of the reimbursable activities described above and may be combined for any single property or project.
9. An applicant is defined as an owner, tenant, or combination thereof, who occupies space in an eligible property. A single owner of multiple properties may apply for grant funds for each property owned, but the matching grant must be for more than \$2,500 and less than \$50,000 per property in a three (3) year period.
10. Preference will be given to all local bids for work that qualify under the current form of the City of La Porte's Local Bidder Preference Policy at the time the project is approved by the Board.
11. Multiple bids are **not** required for each eligible project that is less than a total \$2,000, of which 50% or \$1,000 would be a reimbursable expense, as per the City of La Porte's

## APPLICATION PROCESS

1. Determine eligibility: Discuss project plans with the Economic Development Coordinator, ~~and the Coordinator will set up a pre-development meeting with the EGEC.~~
2. Complete the application and sign the agreement form. Each grant application must include the following:
  - a. A scaled drawing by the project architect or design professional of all the work to be completed.
  - b. Samples -- i.e. paint samples, fabric swatches, sign material, etc. -- that will enable the EGECLPDC to envision the finished project.
  - c. Three (3) itemized work estimates on all project work from contractors or project architects. Self-contracted work will be reimbursed for actual legitimate expenses, excluding labor.
  - d. Photographs of the building's exterior. The Applicant shall be required to provide before and after photographs of the building before the reimbursement grant can be awarded. For the initial application, "before" photographs will suffice, but "after" photographs of the completed project must be submitted before the grant may be considered for reimbursement.
3. Return the completed application form, with all applicable items, to:

**Scott D. Livingston**  
Office of Economic Development ~~Coordinator~~  
City of La Porte  
604 W. Fairmont Parkway  
La Porte, TX 77571  
[LivingstonS@laportetx.gov](mailto:LivingstonS@laportetx.gov) [economicdevelopment@laportetx.gov](mailto:economicdevelopment@laportetx.gov)
4. The application will undergo an approval process, which includes but is not limited to the following:
  - a. Each project must meet current building standards and codes, as well as building permit requirements.
  - b. The EGECLPDC will only consider applications that have been properly and fully completed, and which contain all information requested in the

application and/or by the committee.

- c. All itemized work estimates submitted by the Applicant must be dated no earlier than ninety (90) days prior to the Application request. Bids shall be submitted on the contractor's or project architect's letterhead and shall contain the contractor's name, address, and telephone number and shall itemize the bid in a manner that allows the EGECLPDC to determine the bid components and authenticity of the bid.
- d. Applications receiving approval by the EGECLPDC shall commence construction described in the application within ninety (90) days from the date that the enhancement grant is approved. Each Applicant must complete the construction described in the Application within one (1) year from the date that the grant is approved. If the Applicant cannot meet this timeline, then the Applicant may submit a written request for an extension of the commencement date or completion date provided the extension request is made prior to the ninety (90) day or one (1) year time limit. The EGECLPDC shall not be obligated to grant an extension, but it may do so for good cause determined solely by the members of the Committee. The extensions, if granted, shall be for the term and for the conditions determined exclusively by the EGECLPDC. Denial of an extension request may not be appealed.
- e. As a condition of this grant Application, the Applicant consents, and shall allow, the EGECLPDC to request city inspections to determine that the grant, if awarded, will not be used for construction on any building that is not in compliance with the City Municipal Codes and Ordinances that are applicable to the construction contemplated in the application.
- f. The EGECLPDC and ~~LPDC~~ shall have sole discretion in awarding grants. They shall award grants considering the amount requested, grant funds available, the guidelines of the grant program, condition of the building in which the grant funds will be used, economic impact, other grant requests, the type and nature of the construction, and the proposed construction results considering the grant program.
- g. No Applicant has a proprietary right to receive grant funds. The EGECLPDC shall consider any application within its discretionary authority to determine what grant amount would be in the best interest of the grant program.
- h. The Applicant shall be required to furnish "before" photographs of the building's exterior, and any other site locations that are included as part of the application request. The applicant shall also provide "after" photographs once the construction has been completed, as a condition of final grant disbursement.

- i. The EGECLPDC has the final discretion with regard to funding and reserves the right to recommend modifications or reject any project or elements of any project.
5. Reimbursement. When the entire enhancement grant project has been completed, the Applicant shall present the Economic Development Office with the following:
  - a. Copies of all paid invoices, including copies of cancelled checks and/or credit card receipts for a single payment reimbursement of the approved funding, and
  - b. Photographs of all completed work.
6. When the project has been reviewed and approved by the EGECLPDC, ~~and their recommendations have been presented and approved by the LPDC,~~ a reimbursement check will be issued.

## La Porte Enhancement Grant Application

*Please print clearly. Please submit a completed application to:*

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

### APPLICANT INFORMATION:

APPLICATION DATE: \_\_\_\_\_

Applicant Name

Business Name

Physical Business Address

Business Owner (if different from applicant)

Mailing Address

Contact Phone

Email Address

### TYPE OF WORK (check all that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> Façade         | <input type="checkbox"/> Awnings/Signage          |
| <input type="checkbox"/> Beautification | <input type="checkbox"/> Parking Lot Improvements |

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

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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.	\$
2.	\$
3.	\$
4.	\$
5.	\$

**BUDGET DETAIL**

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

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 [EGECLPDC](#) 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

\_\_\_\_\_  
 DATE

APPLICANT SIGNATURE

DATE



## **LA PORTE ENHANCEMENT GRANT PROGRAM**

The La Porte Enhancement Grant Program, which is sponsored by the La Porte Development Corporation, offers matching grants to businesses which are located in the City of La Porte.

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Interested business owners are welcome to complete the enclosed application form. Please deliver applications to:

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

Please email us at [economicdevelopment@laportetx.gov](mailto:economicdevelopment@laportetx.gov) or call 281/470-5013, if you have any questions about the La Porte Enhancement Grant Program.

### **LA PORTE BY THE BAY**

604 W. Fairmont Parkway La Porte, Texas 77571 281/470-5016

## ELIGIBLE PROJECTS

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## BUSINESS. BY THE

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*\* "Delinquent Indebtedness" shall mean any indebtedness due and owing to the City of La Porte or the La Porte Development Corporation, including but not limited to, ad valorem taxes on real and personal property, which property is in fact owned by and is legally subject to taxation, whether or not the same may have been properly rendered to the tax assessor-collector by any person. Such term shall also include, but not be limited to, charges for penalties, interest and costs on any such ad valorem taxes; charges for water, sewer, garbage and other services rendered or goods furnished by the City of La Porte or the La Porte Development Corporation to any person; and any other manner of indebtedness to the City of La Porte or the La Porte Development Corporation, now existing or which may hereafter be created by any person. No such indebtedness shall be considered "delinquent" until the time for its current payment under the various ordinances of the City of La Porte, or state statutes, or contractual agreement, shall have expired, without payment having been made.*

6. Each grant will be awarded on a reimbursement basis once completed work has been verified by the LPDC to be compliant with the plans proposed in the approved application. Any deviation from the approved project may result in the total or partial withdrawal of the grant.
7. Each enhancement grant application will be subject to review and approval from the Board of the LPDC. The review criteria include the following:
  - The project demonstrates a significant improvement over the existing situation,
  - The project will add to the beautification of the City of La Porte ,
  - The project will enhance the City of La Porte's appeal to new businesses and visitors,
  - The project will complement the surrounding buildings, and
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8. Grant applications and awards may be made in any of the reimbursable activities described above and may be combined for any single property or project.
9. An applicant is defined as an owner, tenant, or combination thereof, who occupies space in an eligible property. A single owner of multiple properties may apply for grant funds for each property owned, but the matching grant must be for more than \$2,500 and less than \$50,000 per property in a three (3) year period.
10. Preference will be given to all local bids for work that qualify under the current form of the City of La Porte's Local Bidder Preference Policy at the time the project is approved by the Board.
11. Multiple bids are **not** required for each eligible project that is less than a total \$2,000, of which 50% or \$1,000 would be a reimbursable expense, as per the City of La Porte's Purchasing Policy.

## APPLICATION PROCESS

1. Determine eligibility: Discuss project plans with the Economic Development Coordinator.

2. Complete the application and sign the agreement form. Each grant application must include the following:
  - a. A scaled drawing by the project architect or design professional of all the work to be completed.
  - b. Samples -- i.e. paint samples, fabric swatches, sign material, etc. -- that will enable the LPDC to envision the finished project.
  - c. Three (3) itemized work estimates on all project work from contractors or project architects. Self-contracted work will be reimbursed for actual legitimate expenses, excluding labor.
  - d. Photographs of the building's exterior. The Applicant shall be required to provide before and after photographs of the building before the reimbursement grant can be awarded. For the initial application, "before" photographs will suffice, but "after" photographs of the completed project must be submitted before the grant may be considered for reimbursement.
3. Return the completed application form, with all applicable items, to:

Office of Economic Development  
City of La Porte  
604 W. Fairmont Parkway  
La Porte, TX 77571  
[economicdevelopment@laportetx.gov](mailto:economicdevelopment@laportetx.gov)

4. The application will undergo an approval process, which includes but is not limited to the following:
  - a. Each project must meet current building standards and codes, as well as building permit requirements.
  - b. The LPDC will only consider applications that have been properly and fully completed, and which contain all information requested in the application and/or by the committee.
  - c. All itemized work estimates submitted by the Applicant must be dated no earlier than ninety (90) days prior to the Application request. Bids shall be submitted on the contractor's or project architect's letterhead and shall contain the contractor's name, address, and telephone number and shall itemize the bid in a manner that allows the LPDC to determine the bid components and authenticity of the bid.
  - d. Applications receiving approval by the LPDC shall commence construction described in the

application within ninety (90) days from the date that the enhancement grant is approved. Each Applicant must complete the construction described in the Application within one (1) year from the date that the grant is approved. If the Applicant cannot meet this timeline, then the Applicant may submit a written request for an extension of the commencement date or completion date provided the extension request is made prior to the ninety (90) day or one (1) year time limit. The LPDC shall not be obligated to grant an extension, but it may do so for good cause determined solely by the members of the Committee. The extensions, if granted, shall be for the term and for the conditions determined exclusively by the LPDC. Denial of an extension request may not be appealed.

- e. As a condition of this grant Application, the Applicant consents, and shall allow, the LPDC to request city inspections to determine that the grant, if awarded, will not be used for construction on any building that is not in compliance with the City Municipal Codes and Ordinances that are applicable to the construction contemplated in the application.
- f. The LPDC shall have sole discretion in awarding grants. They shall award grants considering the amount requested, grant funds available, the guidelines of the grant program, condition of the building in which the grant funds will be used, economic impact, other grant requests, the type and nature of the construction, and the proposed construction results considering the grant program.
- g. No Applicant has a proprietary right to receive grant funds. The LPDC shall consider any application within its discretionary authority to determine what grant amount would be in the best interest of the grant program.
- h. The Applicant shall be required to furnish “before” photographs of the building’s exterior, and any other site locations that are included as part of the application request. The applicant shall also provide “after” photographs once the construction has been completed, as a condition of final grant disbursement.

- i. The LPDC has the final discretion with regard to funding and reserves the right to recommend modifications or reject any project or elements of any project.
5. Reimbursement. When the entire enhancement grant project has been completed, the Applicant shall present the Economic Development Office with the following:
  - a. Copies of all paid invoices, including copies of cancelled checks and/or credit card receipts for a single payment reimbursement of the approved funding, and
  - b. Photographs of all completed work.
6. When the project has been reviewed and approved by the LPDC, a reimbursement check will be issued.

## 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: \_\_\_\_\_

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Applicant Name

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Business Name

---

Physical Business Address

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Business Owner (if different from applicant)

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Mailing Address

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Contact Phone

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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*):

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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.	\$
2.	\$
3.	\$
4.	\$
5.	\$

**BUDGET DETAIL**

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

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.*

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*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.*

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APPLICANT SIGNATURE

DATE