

RICHARD WARREN, PRESIDENT  
BRENT McCAULLEY, COUNCILPERSON  
AMANDA GERRISH, BOARD MEMBER  
CHUCK ENGELKEN, COUNCILPERSON



DANNY EARP, BOARD MEMBER  
JOHN BLAKEMORE, BOARD MEMBER  
NANCY OJEDA, VICE-PRESIDENT

## CITY OF LA PORTE DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING AGENDA

Notice is hereby given of a meeting of the City of La Porte Development Corporation Board of Directors to be held on September 26, 2022, at the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas, beginning at 5:00 pm to consider the following items of business:

Remote participation is available, also. Attend via a screen using this link:

<https://us02web.zoom.us/j/87672732857?pwd=M1hHYkc4MUpNamt4QlVcGw3MjRHQT09>

Join by phone at 888 475 4499 or 877 853 5257. The meeting ID is 876 7273 2857. The passcode is 765324.

1. **CALL TO ORDER**
2. **CITIZEN COMMENT** (Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)
3. **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 regular meeting of the La Porte Development Corporation Board of Directors meeting held on August 22, 2022. [Chair Warren]
4. **PUBLIC HEARING AND ASSOCIATED MATTERS**
  - (a) The La Porte Development Corporation Board of Directors will hold a public hearing to receive comments on a proposed project to promote and develop new and expanded business enterprises, providing for site, infrastructure and related improvements in connection with the construction of the Revak Building at 114 W. Main Street in La Porte, to be operated as a commercial and residential facility, in an amount not to exceed \$390,600.00; followed by discussion and possible action to authorize a project of the La Porte Development Corporation to promote and develop new and expanded business enterprises, providing for site, infrastructure and related improvements in connection with the construction of the Revak Building at 114 W. Main Street in La Porte, Texas, to be operated as a commercial and residential facility, and providing for a financial incentive grant in an amount not to exceed \$390,600.00 to R Favorite Things, LLC. [Matt Daeumer, Assistant City Manager]

## 5. AUTHORIZATIONS

- (a) Presentation, discussion, and possible action to approve an economic development incentive agreement with R Favorite Things, LLC., applicant, in connection with project for new and expanded business enterprises, providing for site and infrastructure improvements for the development of the Revak Building, located at 114 W. Main Street in La Porte, Texas. [Matt Daeumer, Assistant City Manager]
- (b) Presentation, discussion and possible action to approve an enhancement grant in an amount not to exceed \$25,229.00 to the applicant Marion (Marty) Campise for fencing, gazebo, stage, truck pad, landscaping and surface improvements to property located at 402 W. Main Street in La Porte, Texas, in connection with entertainment and food truck complex business [Matt Daeumer, Assistant City Manager]
- (c) Presentation, discussion and possible action to approve an enhancement grant in the amount not to exceed \$4,600.00 to the applicant Sitarambhai D. Bhakta for facade and associated exterior improvements to the building site located at 207 W. Main Street in La Porte, Texas, operated by Mayuri Products, LLC . [Matt Daeumer, Assistant City Manager]
- (d) Presentation, discussion and possible action to elect a President and Vice-President for the La Porte Development Corporation Board of Directors for the fiscal year beginning October 1, 2022, and ending September 30, 2023. [Matt Daeumer, Assistant City Manager]

## 6. SET NEXT MEETING

- 7. **BOARD COMMENTS** *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.*

## 8. ADJOURN

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.**

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.



**CERTIFICATE**

I, Lee Woodward, City Secretary, do hereby certify that a copy of the September 26, 2022, 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](http://www.LaPorteTX.gov), in compliance with Chapter 551, Texas Government Code.

DATE OF  
POSTING  
TIME OF  
POSTING  
TAKEN  
DOWN

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*Lee Woodward*

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Lee Woodward, City Secretary

RICHARD WARREN  
PRESIDENT

BRENT MCCAULLEY  
COUNCILPERSON

AMANDA GERRISH  
BOARD MEMBER

CHUCK ENGELKEN  
COUNCILPERSON



DANNY EARP  
BOARD MEMBER

JOHN BLAKEMORE  
BOARD MEMBER

NANCY OJEDA  
VICE-PRESIDENT

## MINUTES OF THE LA PORTE DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING OF AUGUST 22, 2022

The City of La Porte Development Corporation Board met on Monday, August 22, 2022, 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, Danny Earp, Chuck Engelken, John Blakemore, Brent McCaulley, Amanda Gerrish, Nancy Ojeda

**Board members attending remotely:** None

**Board members absent:** None

**Council-appointed members present:** Corby Alexander, City Manager; Sharon Harris, Deputy City Secretary; Clark Askins, Assistant City Attorney

1. **CALL TO ORDER** – President Warren called the meeting to order at 5:00 p.m.
2. **CITIZEN COMMENT** (*Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.*)

There were no comments.

### 3. **CONSENT AGENDA**

- a. **Approve the minutes of the July 25, 2022, regular meeting and the August 2, 2022, special meeting of the La Porte Development Corporation Board of Directors. [Chair Warren]**

Member Engelken moved to approve the minutes of the July 25, 2022, regular meeting and the August 2, 2022, special meeting; the motion was seconded by Member Earp; the motion was adopted, 7-0.

### 4. **PUBLIC HEARING AND ASSOCIATED MATTERS**

- a. **The La Porte Development Corporation Board of Directors will hold a public hearing to hear comment on proposed 508 West Main Street Project - 'State Farm', a project to promote and develop new and expanded business enterprises, specifically for site, infrastructure, and related improvements in connection with the renovation and construction of facilities at 508 West Main Street, to be operated as a commercial office building, which location is legally described as Lot 20, Block 56 of Town of La Porte, in a total amount not to exceed \$30,000.00; followed by discussion and possible action to authorize the following project of the La Porte Development Corporation: 508 West Main Street Project - 'State Farm', in an amount not to exceed \$30,000.00. [Matt Daeumer, Assistant City Manager]**

Chair Warren opened the public hearing at 5:01 p.m. There were no public comments. Chair Warren closed the public hearing at 5:08 p.m. Member Ojeda moved to authorize the following project of the La Porte Development Corporation: 508 West Main Street Project - 'State Farm', in an amount not to exceed \$30,000.00; the motion was seconded by Member Blakemore; the motion was adopted, 7-0.

## 5. AUTHORIZATIONS

- a. **Presentation, discussion, and possible action to approve an economic development incentive agreement between the La Porte Development Corporation and Frank Nance, providing incentives in a total amount not to exceed \$30,000.00 for site, infrastructure and related improvements in connection with the renovation and construction of facilities for the commercial office building located at 508 W. Main Street in La Porte, Texas [Matt Daeumer, Assistant City Manager]**

Member Blakemore moved to approve an economic development incentive agreement between the La Porte Development Corporation and Frank Nance, providing incentives in a total amount not to exceed \$30,000.00 for site, infrastructure and related improvements in connection with the renovation and construction of facilities for the commercial office building located at 508 W. Main Street; the motion was seconded by Member Earp; the motion was adopted, 7-0.

- b. **Presentation, discussion, and possible action to approve the La Porte Development Corporation's proposed 2022-23 Fiscal Year budget. [Matt Daeumer, Assistant City Manager]**

Member Engelken moved to approve the La Porte Development Corporation's proposed 2022-23 Fiscal Year budget; the motion was seconded by Member McCaulley; the motion was adopted, 7-0.

## 5. SET DATE FOR NEXT MEETING

The next meeting date was scheduled for September 26, 2022.

6. **BOARD COMMENTS** *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.*

There were no comments.

**ADJOURN** – The meeting was adjourned without objection at 5:15 p.m.

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Lee Woodward, City Secretary



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

Agenda Date Requested: <u>September 26, 2022</u>
Requested By: <u>Matt Daeumer, Asst. City Manager</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:	_____
Amount Requested:	_____
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Exhibits:**  
Application, Site plan, Score Card, Incentive agreement

**SUMMARY**

On June 27, 2022, staff brought to the La Porte Development Corporation Board a project in downtown La Porte. The applicants, Ed and Jody Revak, have purchased the property at 114 W. Main St. with an appraised value of \$200,000. They are interested in developing what will be known as The Revak Building. This project will consist of five retail spaces and four apartment units. The total expected cost of the project is approximately \$4,000,000. Based on the score card, the applicants qualify for up to \$480,600 incentives.

On June 27, 2022, the La Porte Development Corporation Board discussed the project and approved to move forward with an incentive package for this project in an amount not to exceed of \$480,600. As required by state law, a sixty (60) day public comment period needed to occur. The public "Notice of Proposed Project" was advertised in the Bay Area Observer on June 30, 2022. Since this date, staff has received feedback from two (2) citizens regarding this incentive application, both positive.

The application requires action by the City Council, which will occur on October 10, 2022. Staff has worked with the applicant and the City Attorney's Office to draft a development agreement concerning the funding through an incentive project. The applicants had concerns about meeting the initial projections of thirteen (13) full-time and eighteen (18) part-time employees along with the first year gross revenue of \$2,000,000. The applicants feel that three (3) full-time and twelve (12) part-time employees along with the first year gross revenue of \$1,500,000 is more realistic. The new figures were put into the matrix and the project now qualifies for an incentive grant in an amount not to exceed \$390,600. Below outlines details of this draft development agreement:

- Total cash incentive of \$390,600 with following payment schedule: three (3) equal payments of \$130,200

- First payment of \$130,200, within thirty (30) days of substantial completion of construction/ renovations, certificate of occupancy issued by the City of La Porte and proof of capital investment expenditure of no less than \$4,000,000. This payment is estimated to occur around January 2024.
- Second payment of \$130,200 when a) an employment roster evidencing that Recipient employs a minimum of three (3) full-time and twelve (12) part-time employees at the Building site as of December 31, 2024 and b) documentation evidencing Recipient's total taxable retail sales for the period January 1, 2024 – December 31, 2024 is equal to or greater than \$1,500,000.
- Third payment of \$130,200 when a) an employment roster evidencing that Recipient employs a minimum of three (3) full-time and twelve (12) part-time employees at the Building site as of December 31, 2025 and b) documentation evidencing Recipient's total taxable retail sales for the period January 1, 2025 – December 31, 2025 is equal to or greater than \$1,500,000.
- Claw-back provisions within the development agreement if the project doesn't employ a minimum of three (3) full-time and twelve (12) part-time employees at the Building site each year and documentation evidencing Recipient's total taxable retail sales is equal to or greater than \$1,500,000 for each year are in the amount of \$78,120 each year.
- If the Recipient fails to qualify for the first payment, then recapture amount will \$52,080 for each year.

Staff requests the Board hold a public hearing to receive feedback on this incentive project that was funded by the Board for FY 2022-23. At the conclusion of the public hearing, based on the feedback received during the 60-day comment period, staff recommends approval from the LPDC Board for the Revak Building incentive project.

Staff has worked with the Assistant City Attorney and the applicant on an agreeable development agreement. Staff will ask that the Board consider approval of the agreement if it approves the project.

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### RECOMMENDED MOTION

**Conduct public hearing to receive comments from the public on this project. Consider, discuss, and possible action on a financial incentive not to exceed \$390,600 to R Favorite Things, LLC., applicant for development and construction of the Revak Building, located at 114 W. Main Street in La Porte, Texas.**

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**Approved for the La Porte Development Corporation Board meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**



## REQUEST FOR LA PORTE DEVELOPMENT CORPORATION BOARD AGENDA ITEM

Agenda Date Requested: <u>June 27, 2022</u>
Requested By: <u>Matt Daeumer, Asst. City Manager</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:	_____
Amount Requested:	_____
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

### Exhibits:

Application, Site plan, Score Card

### SUMMARY

The applicants, Ed and Jody Revak have purchased the property at 114 W. Main St. with an appraised value of \$200,000. They are interested in developing what will be known as The Revak Building. This project will consist of five retail spaces and four apartment units. The total expected cost of the project is approximately \$4,000,000. Based on the score card, the applicants qualify for up to \$480,600 incentives.

The applicants plan to invest \$800,000 from personal savings. They would like to request a five year, interest free loan with a single balloon payment for \$3,200,000 from the La Porte Development Corporation Board. If this is not an option, based on the matrix, the applicants would like to request an incentive up to \$480,600.

The applicants believe this project will be the most significant Main St. development in the last 100 years and become the cornerstone of the revitalization of downtown La Porte. The applicants will operate two of the retail spaces personally. One will be the first franchise for Round Table Pizza Royalty in the Houston area. This is a fast casual, dine in restaurant using upscale ingredients. The other will be a Wine Bar serving a small plates menu. Both the restaurant and wine bar will be operated by Ed and Jody Revak. They already have a tenant for one of the retail spaces for a well-established nail salon that is relocating back to La Porte.

A similar agreement was approved by this board on June 1, 2015 for the Pipeline Grill in the amount of \$300,000. Pipeline Grill has met all of their required benchmarks and has been paid in full. The restaurant continues to thrive in our community.

The Revak Building project is one with more intangible value to the City than first meets the eye, specifically as a foot traffic hub on Main Street and with the proximity to the Five Points Plaza it may play a larger role than its taxable value would suggest. It follows the completion of the project at 100 W. Main for which the Board approved an incentive development agreement in the amount of \$85,000 and an enhancement agreement in the amount of \$50,000. This agreement resulted in a new brick building in keeping with the Historic Main Street District. The building currently houses the La Porte Bayshore Chamber of Commerce, Goodies Ice Cream and two apartment units.

The Finance Department estimates that La Porte Economic Development Corporation fund balance at the end of FY2023 will \$7,365,936. The budget expends approximately \$3,000,000 per year and will collect revenues in the amount of \$3,254,000. If the Board elects to fund the loan as described above,

it will leave a remaining fund balance of \$4,165,936 and if the Board elects to fund a grant, it will leave a remaining fund balance of \$6,885,336.

If the Board is interested in pursuing this project, staff would suggest opening the 60 day public comment period for either the loan or grant as there would be no requirement to fund the project at the end of 60 days.

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**RECOMMENDED MOTION**

**Presentation, discussion, and possible action to open the 60 day public comment period for a potential project to promote new or expanded business enterprises at 114 W. Main St., La Porte, Texas, to be known as the Revak Building, through five-year loan of \$3,200,000.00, or alternatively, up to a \$480,6000.00 incentive payment.**

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**Approved for the La Porte Development Corporation Board meeting agenda**

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

\_\_\_\_\_  
**Date**





# City of La Porte

## ECONOMIC DEVELOPMENT INCENTIVES

### APPLICATION

This application must be filed at least 60 days prior to the date the City Council considers the request. Requests for incentives must be approved by the City Council prior to the beginning of construction or installation of equipment. This application will become part of the agreement between the applicant and the City of La Porte. Any knowingly false representations will be grounds for voiding the agreement. This original application must be submitted to the Economic Development Coordinator, City of La Porte 604 W. Fairmont Parkway, La Porte, Texas 77571.

#### I. APPLICANT INFORMATION

1. Date of Application: 5/26/22
  
2. Company Name: R FAVORITE THING LLC
  
3. Current Number of Employees: N/A
  
4. Address: 114 W MAIN ST  
LA PORTE TX 77573
  
5. Annual Sales: -0-
  
6. Type of Ownership:  Corporation  Partnership  
 Proprietorship
  
7. Names(s) of principal owner(s), partner(s) or director of the company:  
ED & JODY REVAK
  
8. Corporate Headquarters' address: 2015 CRESCENT DR  
LA PORTE TX 77571
  
9. Corporate Telephone: JODY 916-425-7816 / ED 916-704-8688

10. Other locations and/or places of business owned and operated by the applicant. For each location, please provide the city, state, street address and name(s) under which business is conducted:

N/A

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11. Date Organization Formed: 11/11/2021

12. Please attach most recent annual report or financial statement.

## II. PROJECT INFORMATION

1. Type of Facility:  Manufacturing  
 Distribution Center  
 Corporate Office or Service Center  
 Research and Development Facility  
 Regional Entertainment Facility  
 Other (please specify)  
RESTAURANT, WINE BAR, RETAIL SPACES & LUXURY APTS

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2. Project Description:  New Construction  Expansion  
 Modernization

3. Location address of proposed project: 114 W MAIN ST  
LA PORTE TX 77571

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4. County HARRIS

5. School District LA PORTE ISD

6. Product(s) or Service: REAL ESTATE VENTURE, RESTAURANT, WINE BAR AND RETAIL SPACES

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7. Attach map and legal description of project location showing proposed improvements. **ATTACHED SITE PLAN, 3D RENDERINGS & DRAWINGS**

8. Please describe the proposed use and the specific nature and extent of the project:

MIXED USE COMMERCIAL PROPERTY. A STRUCTURE THAT HAS RETAIL SPACES ON GROUND FLOOR, WINE BAR AND RESTAURANT. SECOND FLOOR HAS 5 LUXURY LOFTS

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9. Please list all improvements and equipment for the project:

Improvement Items	Cost
<b><u>SEE ATTACHED DRAWINGS</u></b>	<b><u>\$4,000,000</u></b>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

10. Please state all sources for financing the improvements:

**PERSONAL FUNDING & CITY ECONOMIC DEVELOPMENT INCENTIVES AND FUNDS AND CITY ECONOMIC DEVELOPMENT FINANCING FOR THE FIRST 5 YEARS**

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11. Please state the time frame or projected date of start and completion:

**JUNE 30, 2022 – JUNE 30, 2023**

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12. Improvements will be completed by January 1, 2024 (specify year).

13. Please state the productive life of the proposed improvements:

**100 YEARS**

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14. Please give a general description of business personal property (property other than buildings, fixed machinery, inventory and supplies) that will be purchased as a result of the project:

**KITCHEN EQUIPMENT, WINE BAR EQUIPMENT, TABLES, CHAIRS, DISHWARE, UNIFORMS, SIGNS, WINE INVENTORY, WINDOW TREATMENTS, ARTWORK PLUS SPEC RETAIL SPACES**

III. ECONOMIC INFORMATION

1. Number of persons currently employed by applicant:

Full Time   N/A   Part Time   N/A  

Total Annual Payroll: \$   N/A  

2. Number of new jobs (full time equivalent) to be created/retained by the proposed improvements:

Number	Estimate Annual Payroll	Year
At Opening <u>  22  </u>	\$ <u>  400,000  </u>	<u>  2024  </u>
At 3 years <u>  22  </u>	\$ <u>  500,000  </u>	<u>  2027  </u>
At 5 years <u>  26  </u>	\$ <u>  600,000  </u>	<u>  2029  </u>

3. Number of new jobs to be filled by persons residing in the City of La Porte or Harris County:

Full Time   13   Part Time   18  

4. Number of Peak Construction Jobs:   25  

5. In the case of modernization, please estimate the economic life of the existing facility:   N/A   years. Added economic life after modernization:   N/A   years.

6. In the case of modernization, please state the assessed value of the facility for the tax year immediately preceding this application:

Real Property \$   N/A   Business Personal Property \$   N/A  

7. Amount of taxable sales currently being generated annually in the City of La Porte (if applicable): \$   N/A  .

8. Amount of projected taxable sales that the proposed improvements will generate: **1<sup>st</sup> year - \$2M, 2<sup>nd</sup> year - \$2.25M, 3<sup>rd</sup> year - \$3.5M, 4<sup>th</sup> year - \$2.75M, 5<sup>th</sup> year - \$3M**

9. In the case of application based on job retention, please describe potential job loss that would occur without economic development incentives:

**REVITALIZATION OF OLD LA PORTE MAIN ST IS CRUCIAL TO**  
**RETAIN JOBS & COMMERCE EAST OF 146. A VIBRANT MAIN ST**  
**WILL RENEW OUR CITY'S SENSE OF PLACE AND WELL BEING AND**  
**WILL BE AN ASSET TO THE ENTIRE CITY**  
**THIS WILL BE THE MOST SIGNIFICANT MAIN ST DEVELOPMENT**  
**THAT HAS OCCURRED IN 100 YEARS**

Company Representative to be contacted:

**ED & JODY REVAK**

Name

Title

**2015 CRESCENT**

Address

**LA PORTE TX 77571**

**ED 916-704-8688 / JODY 916-425-7816**

Telephone

Authorized Company Official:

Authorized Signature

**5/26/2022**

Date

Printed Name

Title

Telephone















**REVAK BUILDING**  
**114 W MAIN ST, LA PORTE**  
**5/26/2022**

Excavation	
Select fill	
Building	
Building erection	
Plumbing	
Plumbing fixtures	
Glass shower	
Ceramic tile in showers and tub surround	
2nd Floor Concrete	
Electrical	
Light fixtures & fans, material only	
HVAC	
TV & IT wiring	
Walls	
Siding	
Roof	
Spray foam insulation - walls	
Windows material	
Windows labor	
Exterior doors material / labor	
Interior doors material / labor	
Cabinets	
Countertops - Loft apts	
Countertops - Wine bar	
Trim, base molding & closet shelves	
Flooring - 8800 SF	
Paint	
Site	
Area paving	need to increase for east alley improvements
Car parking awning material	
Car parking awning labor	
Striping/car stops	
Sidewalk & ramps	
Balcony concrete	
Sprinkler system	
Clean up	
Final clean up	
Landscaping	
Drawings & Engineering	
Permit fees	
Bathroom accessories	
Bathroom mirrors	
Re-key	
Millwork / wine bar	
Parking lot light poles	
Contingency due to inflation	
IPE, wood siding inc trim around storefront	
Temporary fencing	
Kitchen equipment	
Dining Rm accessories for rest & wine bar - allowance	
Build out for retail space #3 & #4 - allowance	
Final build out for space #5 - allowance	
Restaurant build out	
Appliances - 5 apts - allowance	
Site vision	
Misc	
<b>TOTAL</b>	<b>\$ 4,196,600.00</b>



**Vicinity Map:**



**N. 1 St. (60' R.O.W.)**

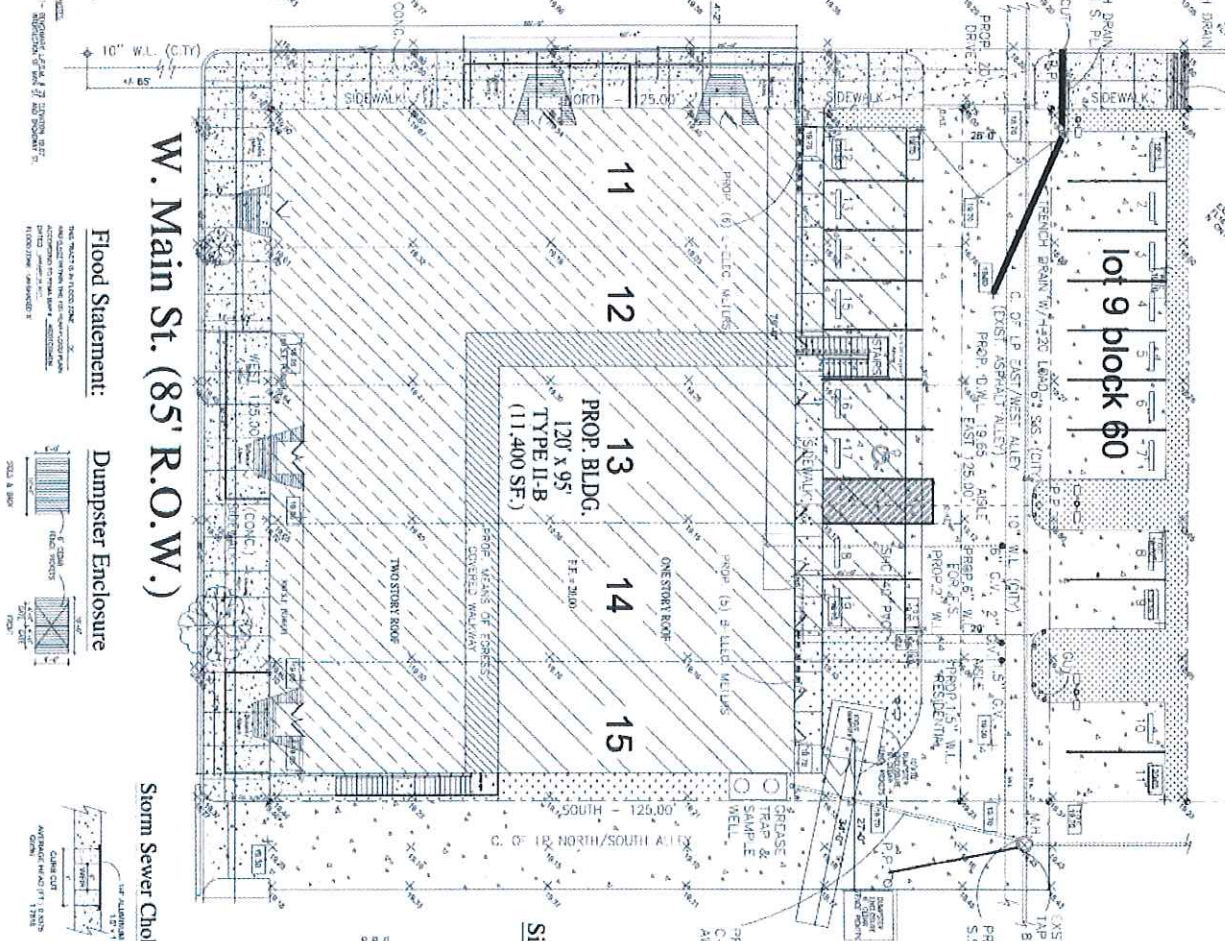
**Abbreviations:**

- PROJ: PROJECT
- PROP: PROPOSED
- EXIST: EXISTING
- RENO: RENOVATION
- DEM: DEMOLITION
- CON: CONSTRUCTION
- ASPH: ASPHALT
- CONC: CONCRETE
- GRASS: GRASS
- DIRT: DIRT
- WATER: WATER
- SEWER: SEWER
- STORM: STORM SEWER
- ASPH CONC: ASPHALT CONCRETE
- CONC: CONCRETE
- DIRT: DIRT
- GRASS: GRASS
- WATER: WATER
- SEWER: SEWER
- STORM: STORM SEWER

**Legend:**

- PROPERTY LINE
- EXISTING CURB
- EXISTING SIDEWALK
- EXISTING DRIVE
- EXISTING UTILITY
- EXISTING EGRESS
- EXISTING ELECTRICAL
- EXISTING MECHANICAL
- EXISTING PLUMBING
- EXISTING FOUNDATION
- EXISTING ROOF
- EXISTING EXTERIOR FINISH
- EXISTING INTERIOR FINISH
- EXISTING FLOORING
- EXISTING PAINT
- EXISTING GLASS
- EXISTING METALS
- EXISTING WOOD
- EXISTING STONE
- EXISTING BRICK
- EXISTING TILE
- EXISTING CARPET
- EXISTING CEILING
- EXISTING LIGHTING
- EXISTING VENTILATION
- EXISTING INSULATION
- EXISTING SOUND BARRIER
- EXISTING SOUND ATTENUATION
- EXISTING SOUND ABSORPTION
- EXISTING SOUND REFLECTION
- EXISTING SOUND TRANSMISSION
- EXISTING SOUND ISOLATION
- EXISTING SOUND BARRIER
- EXISTING SOUND ATTENUATION
- EXISTING SOUND ABSORPTION
- EXISTING SOUND REFLECTION
- EXISTING SOUND TRANSMISSION
- EXISTING SOUND ISOLATION

**W. Main St. (85' R.O.W.)**



**Flood Statement:**

The project is in a flood zone. The flood zone is shown on the attached flood zone map. The flood zone is shown on the attached flood zone map. The flood zone is shown on the attached flood zone map.

**Dumpster Enclosure:**

**Storm Sewer Choke Outfall Restrictor:**

**Scope of Work:**

**General Notes:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LA PORTE, TEXAS.
2. ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL EXISTING UTILITIES AND STRUCTURES TO ORIGINAL OR BETTER CONDITION.

**Performance Standards:**

The contractor shall adhere to the following performance standards:

- 1. All work shall be completed within the specified time frame.
- 2. All materials shall be of the highest quality and meet or exceed all applicable codes and standards.
- 3. All work shall be done in a safe and sound manner.
- 4. All work shall be done in a professional and courteous manner.
- 5. All work shall be done in a clean and organized manner.
- 6. All work shall be done in a safe and sound manner.
- 7. All work shall be done in a professional and courteous manner.
- 8. All work shall be done in a clean and organized manner.
- 9. All work shall be done in a safe and sound manner.
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- 12. All work shall be done in a safe and sound manner.
- 13. All work shall be done in a professional and courteous manner.
- 14. All work shall be done in a clean and organized manner.
- 15. All work shall be done in a safe and sound manner.
- 16. All work shall be done in a professional and courteous manner.
- 17. All work shall be done in a clean and organized manner.
- 18. All work shall be done in a safe and sound manner.
- 19. All work shall be done in a professional and courteous manner.
- 20. All work shall be done in a clean and organized manner.

**City Approving Authority Certificate:**

I hereby certify that the above described project complies with all applicable codes and standards of the City of La Porte, Texas.

*Teresa Cook*  
 Director of Planning and Development  
 City of La Porte, Texas

**Site Water Runoff:**

Area	Runoff Coefficient	Area (sq ft)	Runoff (cfs)
Roof	0.80	10,000	1.00
Driveway	0.70	2,000	0.20
Yard	0.20	10,000	0.20
Street	0.80	10,000	1.00
<b>Total</b>			<b>2.40</b>

**Owners Certificate:**

I hereby certify that the above described project complies with all applicable codes and standards of the City of La Porte, Texas.

*Steve Smith*  
 Owner  
 R Favorite Thing LLC

**Civil Engineer:**

*Russell Smith*  
 Civil Engineer  
 License No. 12345

**S-1**

REV	DATE	BY	DESCRIPTION
A	4.20.22	JM	REVISED PER C.O.P.

**Follis Construction, Inc.**  
 Design/Build General Contractors  
 114 W. Broadway  
 La Porte, TX 77671  
 P: 409.475.0000  
 F: 409.475.0000

**R FAVORITE THING LLC**  
 PROJECT: 114 BUILDING  
 114 W MAIN ST  
 LA PORTE TX 77671

**Professional Engineer Seal:**  
 Russell Smith  
 License No. 12345  
 State of Texas



















Electrical Abbreviations:

2" = 2 inch  
 4" = 4 inch  
 6" = 6 inch  
 8" = 8 inch  
 10" = 10 inch  
 12" = 12 inch  
 14" = 14 inch  
 16" = 16 inch  
 18" = 18 inch  
 20" = 20 inch  
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**Abbreviations:**

A.F.F.	ADJUST FRESH AIR
C.F.	CLEAR
F.F.	FRESH FLOOR
H.C.	HANDICAPPED
N/A	NOT APPLICABLE
N.T.S.	NOT TO SCALE
O.C.	ON CENTER ON WAY
C.C.K.	ON CENTER ON KICK
T.P.	TYPICAL
U.G.	UNDERGROUND
W.A.	WATER
W.H.	WATER HEATER
W.V.	WATER VALVE

**Mechanical Legend:**

SYMBOL	DESCRIPTION
	2' x 2' SUPPLY AIR GRILLE
	18" x 18" RETURN AIR GRILLE
	2' x 2' RETURN AIR GRILLE
	EXHAUST FAN
	AIR HANDLER
	FLEX DUCT W/START COLUMNS Ø 1/2" DIA. MIN. R-3
	ROOF DUCT, EXTERIOR INSULATION
	WALL W/ THERMOSTAT
	CONDENSER, FAN AND MTD.

**Note:**

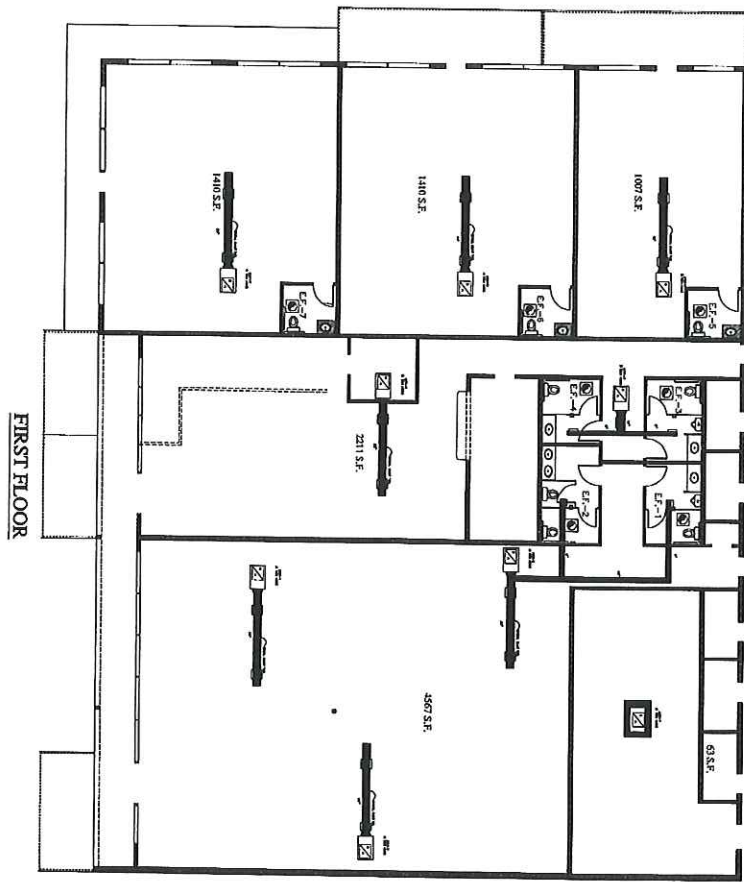
1. START HANDLING UNIT SHALL BE ALL DUCTWORK TO AS TO COMPLY TO EXISTING CODES.
2. START HANDLING UNIT CONDENSERS SHALL INSTALL ENERGY CODES TO COMPLY TO ALL EXISTING.
3. ALL GRILLES TO BE CHECKED BY CM REPRESENTATIVE.
4. DAMPER ALL AIR DUCTS.
5. DO NOT PLACE SUPPLY AIR GRILLE DIRECTLY IN FRONT OF GLASS WINDOW.
6. HORIZONTAL THERMOSTAT CONTROL SHALL BE WITH DUCT SUPPLY EXHAUST CONTROL.
7. (Ø) 1/2" AND (1) Ø HORIZONTAL CONTROL DAMPER.

**General Mechanical Notes:**

1. THE MECHANICAL CONTRACTOR SHALL VERIFY OWNER WITH COMPLETE SHOP DRAWINGS AND SUBMITTALS TO THE ARCHITECT FOR REVIEW AND APPROVAL. THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL MATERIALS AND LABOR REQUIRED TO COMPLETE HIS WORK AND ANY CHANGES REQUIRED TO PROVIDE A COMPLETE MECHANICAL SYSTEM.
2. ALL MECHANICAL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE LOCAL AND STATE CODES.
3. UNLESS OTHERWISE NOTED THE MECHANICAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL EQUIPMENT AND MATERIALS REQUIRED FOR A COMPLETE SYSTEM. APPROVED TESTING INSTRUMENTS AND EQUIPMENT MUST DISPLAY AN APPROVED CALIBRATION LABEL.
4. THE MECHANICAL CONTRACTOR SHALL GUARANTEE HIS WORK FOR ONE YEAR.
5. AN EXHAUST COMPRESSOR SHALL HAVE A MIN. SEER RATING OF 13+ WITH A FIVE YEAR WARRANTY.
6. THE MECHANICAL CONTRACTOR SHALL PAY ALL FEES, COST OF PERMITS AND ANY OTHER COST THAT APPLIES TO HIS WORK.
7. ALL CONDENSING UNITS RATED OVER 2000 CFM SHALL BE EQUIPPED WITH APPROVED START-UP SHOCK DETECTOR IN SUPPLY AIR.
8. LEAKAGE CHECKS ARE REQUIRED A MINIMUM OF 10' HORIZONTAL OR 5' VERTICAL.
9. ALL SUPPLY AND RETURN AIR DUCTS SHALL BE THICK GALVANIZED STEEL. C-10, INSTALLED PER THE LATEST S.A.I.A. STANDARDS. ALL DUCT JOINTS SHALL BE SEALED WITH DUCT SEAL MANT.
10. EXTERNALLY INSULATED SUPPLY AIR DUCTS SHALL BE 1" THICK SEALED INSULATION. EXTERNALLY INSULATED RETURN AIR DUCTS SHALL BE 1" THICK SEALED INSULATION. VERIFY DUCT LOCATION OF CEILING AIR BOXES WITH ARCHITECTURAL AND ELECTRICAL DRAWINGS.
11. RETURN DUCTS SHALL BE EXTERNALLY INSULATED AND SEALED.
12. CONDENSER TRAYS AND DRAIN PANS SHALL BE COMPLETE AND PER INSULATE ALL CONDENSER TRAYS WITH 1" THICK INSULATION.
13. SEE ALL REPERATION PIPING ACCORDING TO MANUFACTURERS REPERATION INSTRUCTIONS. REPERATION SHALL BE WITH 1" THICK GALVANIZED STEEL. C-10, INSTALLED PER THE LATEST S.A.I.A. STANDARDS. BE THE OWNER (TYPE "X" SET) OR TYPE ("T" HAD).
14. SEAL ALL PIPE AND DUCT PENETRATIONS OF WALLS.
15. COORDINATE HVAC PLAN WITH ARCHITECTURAL, STRUCTURAL, PLUMBING AND ELECTRICAL PLANS.
16. INTERNAL FIVE FEET ON ALL AIR CONDENSING UNIT OF LESS THAN 2000 CFM MUST BEING TO BE DETACHED BY HVAC CONTRACTOR.
17. MECHANICAL CONTRACTOR TO DETACH FROM WORK TO MEET TEXAS ACCESSIBILITY STANDARDS PER ATTACHED - TEXAS ACCESSIBILITY STANDARDS (TAS).

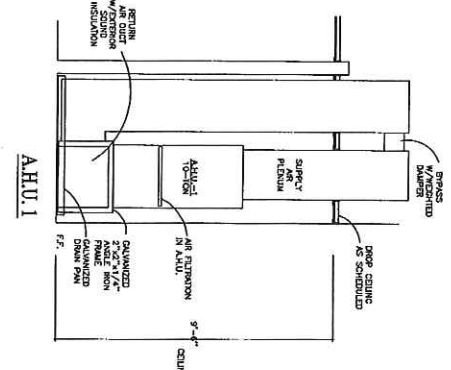
**Mechanical Equipment Schedule:**

ITEM	MAKE	MANUFACTURER	SEER	REMARKS
ROOF TOP UNIT	RTU-1	M.T.S. MODEL	13	
ROOF TOP UNIT	RTU-2	M.T.S. MODEL	13	
AIR HANDLING UNIT	AHU-1	M.T.S. MODEL	13	SHUT SYSTEM
AIR HANDLING UNIT	AHU-2	M.T.S. MODEL	13	SHUT SYSTEM
AIR HANDLING UNIT	AHU-3	M.T.S. MODEL	13	SHUT SYSTEM
AIR HANDLING UNIT	AHU-4	M.T.S. MODEL	13	SHUT SYSTEM
AIR HANDLING UNIT	AHU-5	M.T.S. MODEL	13	SHUT SYSTEM
AIR HANDLING UNIT	AHU-6	M.T.S. MODEL	13	SHUT SYSTEM
AIR HANDLING UNIT	AHU-7	M.T.S. MODEL	13	SHUT SYSTEM
AIR HANDLING UNIT	AHU-8	M.T.S. MODEL	13	SHUT SYSTEM
A/C CONDENSER	COND-1	M.T.S. MODEL	13	SHUT SYSTEM
A/C CONDENSER	COND-2	M.T.S. MODEL	13	SHUT SYSTEM
A/C CONDENSER	COND-3	M.T.S. MODEL	13	SHUT SYSTEM
A/C CONDENSER	COND-4	M.T.S. MODEL	13	SHUT SYSTEM
A/C CONDENSER	COND-5	M.T.S. MODEL	13	SHUT SYSTEM
A/C CONDENSER	COND-6	M.T.S. MODEL	13	SHUT SYSTEM
A/C CONDENSER	COND-7	M.T.S. MODEL	13	SHUT SYSTEM
A/C CONDENSER	COND-8	M.T.S. MODEL	13	SHUT SYSTEM
A/C CONDENSER	COND-9	M.T.S. MODEL	13	SHUT SYSTEM
EXHAUST FAN	EF-1/4	M.T.S. MODEL	13	300 CFMS
EXHAUST FAN	EF-5/7	M.T.S. MODEL	13	100 CFMS



**FIRST FLOOR**

**HVAC PLAN**



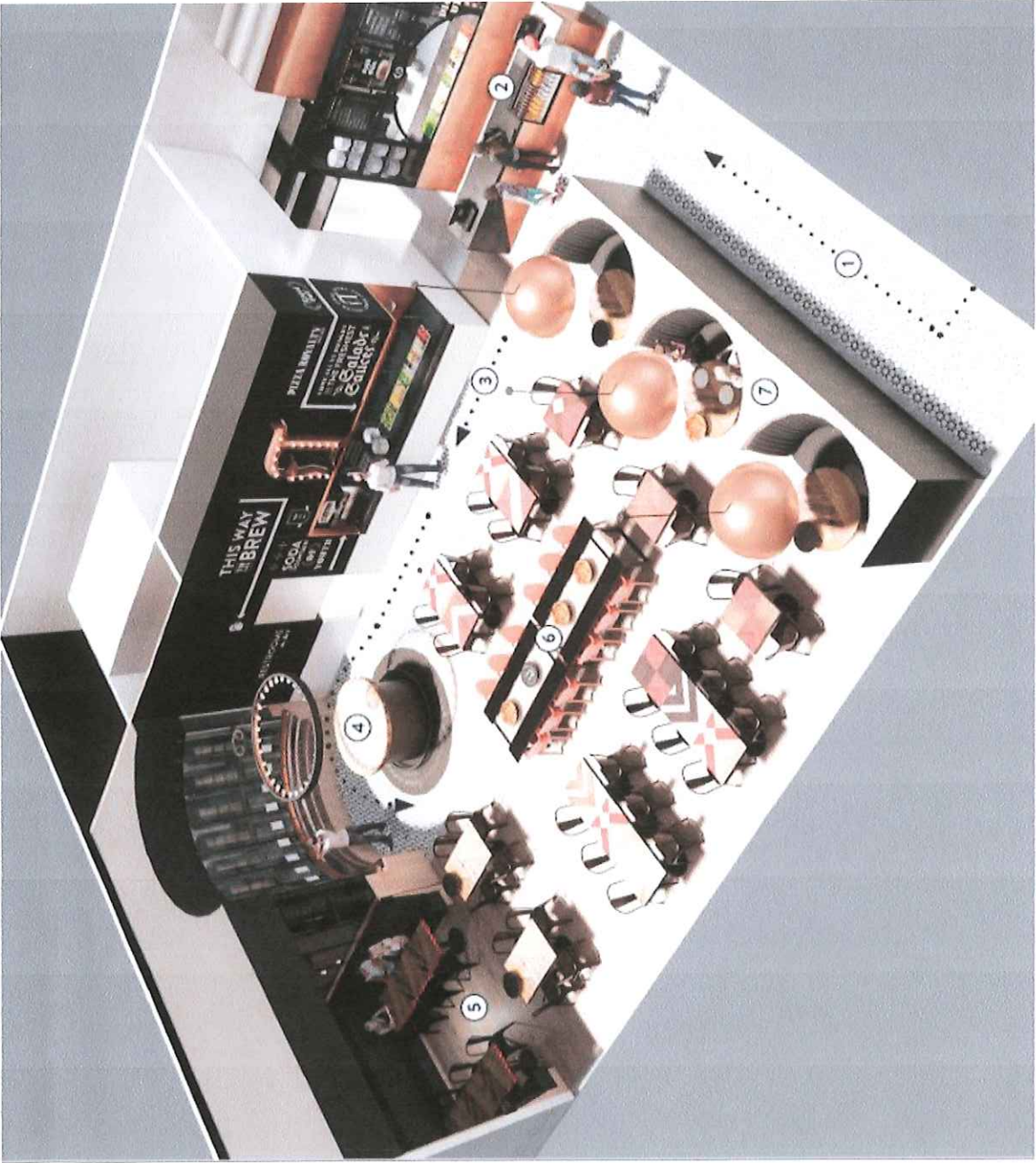
**AHU 1**

<p>DATE: 11-21-21                  DRAWING NO: M-1</p>	<p>PROJECT: 114 W. MAIN ST. LA PORTE TX 77571</p>	<p><b>Follis Construction, Inc.</b>                  Design/Build General Contractors                  111 S. Broadway                  La Porte, TX 77571                  281-333-1111                  www.follisconstruction.com</p>
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# INTERIOR DESIGN PALETTE

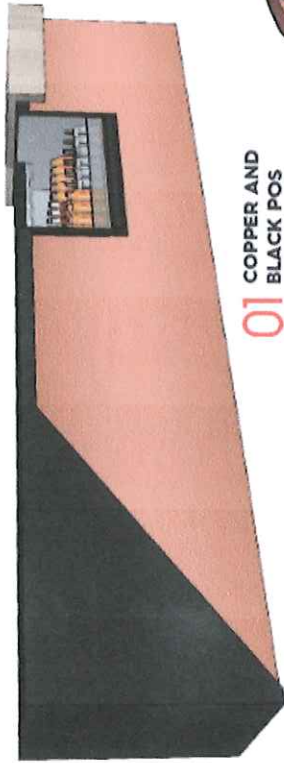
Our design palette is anchored in contrasting patterns with vibrant pops of the brand colors that allude to heraldic storytelling.

Our materials convey the legendary qualities of forged metals, stone and wood. These elements are accented by ornate patterns and typography.

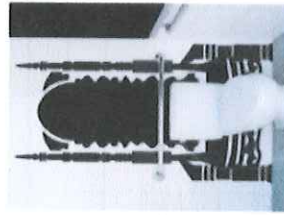


# FIVE CORE CONCEPTS

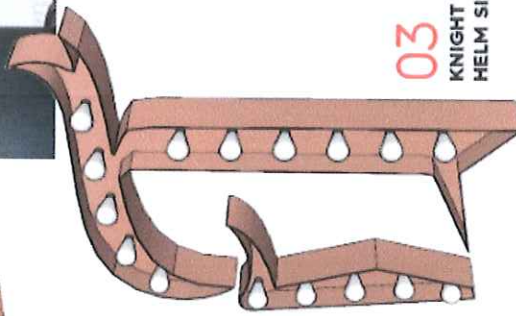
These 5 core customer experience moments should be standard in every new Round Table location, both new builds and retro-fits. Our belief is that these 5 components provide the maximum experiential impact and promote cross-location consistency for the brand.



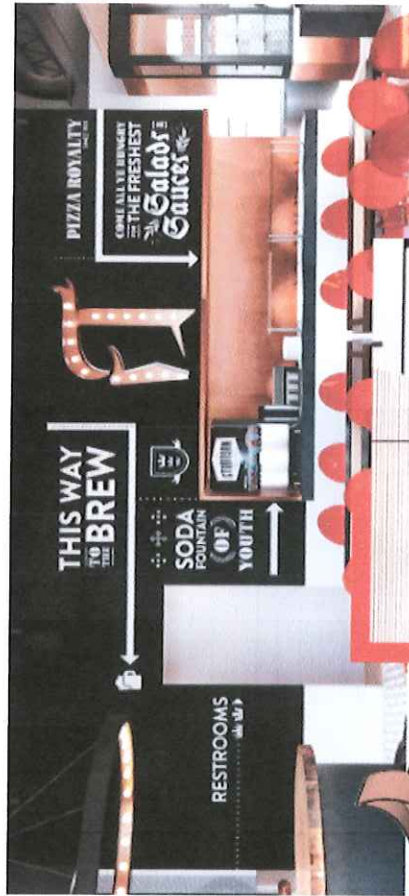
01 COPPER AND BLACK POS



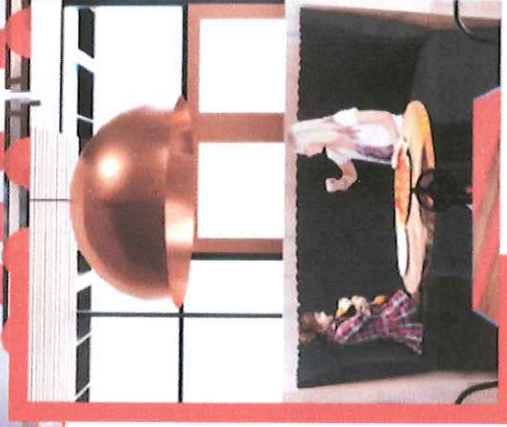
02 THRONE OVER TOILET



03 KNIGHT HELM SIGN



04 GRAPHIC STORY TELLING WALL



05 ROUND BOOTHS WITH COPPER PENDANTS

**La Porte Development Corporation Project Scorecard -- PRIORITIES**

<u>Project Type</u>		Project's PRIORITY Value (Up to 10) <sup>1</sup>	Project's 10 Year Tax or PILOT Revenue <sup>2</sup>	Project's Multiplier Value (Up to 4) <sup>3</sup>	# of New Full Time Jobs	Full Time Job Avg. Value <sup>4</sup>	Project's Existing 10 Year Incentives <sup>5</sup>	Regression Analysis <sup>6</sup>	Estimated Incentive Value <sup>7</sup>	Incentive Value Allowed by Tax Abatement Policy <sup>8</sup>	% Allowed by Tax Abatement Policy
<b>New Retail/Restaurant Dev. (Higher)</b>	A	10	\$3,420,000	2	0.0	0.0	\$0	342.0	\$2,565,000	\$355,000	50%
<b>Palais Royal</b>	A1	10	\$471,000	2	16	0	\$0	47.1	\$353,250	\$17,750	50%
<b>Retail or Restaurant Re-Development/ Blight Removal/EHG (Higher)</b>	B	9	\$684,000	1	0	0	\$0	30.8	\$230,850	\$71,000	50%
<b>Pipeline Grill</b>	B1	9	\$846,628	2	100	0	\$0	76.2	\$571,474	\$11,657	50%
<b>Fischer's Hardware</b>	B2	9	\$210,500	2	8	0	\$0	18.9	\$142,088	\$17,750	50%
<b>Quality Waterfront Development</b>	C	8	\$1,532,500	2	0	0	\$0	122.6	\$919,500	\$133,125	50%
<b>Main Street Improvements</b>	D	7	\$648,500	3	0	0	\$0	68.1	\$510,694	\$62,125	50%
<b>Bank Building Remodel</b>	D1	7	\$35,500	3	8	0.1	\$0	3.7	\$27,956	\$8,875	50%
<b>Micro-Brewery (Purchase)</b>	D2	7	\$105,500	2	12	0.1	\$0	7.4	\$55,388	\$8,875	50%
<b>Battleground Saloon</b>	D3	5	\$64,730	2	15	0.075	\$0	3.2	\$24,274	\$8,875	50%
<b>New Retail/Restaurant Dev. (Lower) - Rob Johnson/Dollar Tree</b>	E	6	\$826,000	1	0	0	\$0	24.8	\$185,850	\$106,500	50%
<b>Retail or Restaurant Re-Development/ Blight Removal/EHG (Lower)</b>	F	6	\$121,000	1	0	0	\$0	3.6	\$27,225	\$3,550	50%
<b>El Toro</b>	F1	6	\$542,000	2	12	0	\$0	32.5	\$243,900	\$35,500	50%
<b>Industry - NEW Development (Higher) - INEOS Unit #1 - \$250 Million</b>	G	5	\$11,182,500	4	24	0.125	\$4,579,500	660.3	\$4,952,250	\$2,662,500	10%
<b>INEOS Unit #2 - \$500 Million</b>	G1	5	\$22,365,000	4	60	0.125	\$9,159,000	1320.6	\$9,904,500	\$2,662,500	10%
<b>Project Regulate</b>	G2	5	\$1,136,000	3	40	0.125	\$0	85.2	\$639,000	\$56,800	10%

ACT Turbo (New Industry)	G3	5	\$426,000	3	73	0.13	\$0	32.0	\$239,625	\$21,300	10%
NEW Office/HQ - InterGulf Corporation	H	4	\$142,000	4	30	0.15	\$0	11.4	\$85,200	\$7,100	10%
NEW Office/Regional - Richard Industrial Group	I	4	\$10,650	4	75	0.15	\$0	0.9	\$6,390	\$1,775	10%
Industry - NEW Development (Lower) - Sector 23 (Original)	J	3	\$568,000	4	35	0.1	\$0	34.1	\$255,600	\$28,400	10%
Sector 23 (Latest)	J1	3	\$1,278,000	4	72	0.1	\$0	76.7	\$575,100	\$28,400	10%
Industry - RETENTION/EXPANSION (Higher) - ACT Turbo (Expansion)	K	3	\$426,000	3	73	0.13	\$0	19.2	\$143,775	\$21,300	10%
Industry - RETENTION/EXPANSION (Lower)	L	2	\$710,000	3	15	0.075	\$0	21.3	\$159,750	\$35,500	10%
Airport Re-Development	M	1	\$177,500	2	30	0.1	\$0	1.8	\$13,313	\$8,875	10%
State Farm (Frank Nance)	N	1	\$21,655	1	3	0.1	\$0	4.0	\$30,000	\$650	10%
Revak Building	O	8	\$434,000	3	9	0.1	\$0	52.1	\$390,600	\$8,875	10%

**Notes:**

1. Staff assigned prioritized values, from a maximum of **10** to a minimum of **1**, based upon his understanding of the City Council and 4B Board's values for various types of projects.
2. The values in this column include revenues from property taxes, business personal property taxes, and sales taxes.
3. Staff assigned a value, from a maximum of **4** to a minimum of **1**, for each project. A value of **4** means that the project will have a significant multiplier effect to bring new money and/or people into our local economy. A value of **1** means that the project will have little or no multiplier effect to bring new money and/or people into our local economy.
4. Staff assigned a value, from a maximum of **0.15** to a minimum of **0.075**, for each type of "primary job" associated with each project type. A value of **0.15** was assigned to higher paying, white collar, engineering, engineering design, or executive positions. A value of **0.125** was assigned to highly skilled positions for a process technician and/or advanced manufacturer. A value of **0.10** was assigned to skilled positions. A value of **0.075** was assigned to unskilled positions.
5. Data in this column identifies all other local incentives, like PILOT abatements under an existing IDA or scheduled TIRZ reimbursements, that any project may be entitled to receive.
6. The formulas in this column represent staff's best estimate using **regression analysis** to tie together all the columns of data. Important assumptions of the formulas are as follows:
  - x Retail projects are **five** times (5x) more attractive to the community than industrial projects. For reference, please see page #6 of La Porte's enclosed Tax Abatement Policy.
  - x Each "project type" is **not** equal to every other project type. Therefore, each project type's priority value is included in the formula.
  - x The value of incentives that a project is already scheduled to receive, and is shown in the "Project's Existing 10 Year Incentives", must be deducted from the total tax/PILOT revenue that the project is expected to generate, which is shown in "Project's 10 Year Tax or PILOT Revenue".
  - x Each project's value to create a "multiplier effect" on our local economy should be included. See the values listed under "Project's Multiplier Value (Up to 4)" above.
  - x Each value in the column for "Regression Analysis" is divided by 1 million to make the values under "Regression Analysis" smaller, more manageable, and easier to compare.

The two (2) basic formulas used in "Regression Analysis" are as follows:

- (a) For all Retail, Restaurant, Re-Development, and Waterfront Projects, "**Project's PRIORITY Value (Up to 10)**" x **5 times** "**Project's 10 Year Tax or PILOT Revenue**" – "**Project's Existing 10 Year Incentives**" times "**Project's Multiplier Value (Up to 4)**" divided by **1 million**.
- (b) For all Industry and Office Projects, "**Project's PRIORITY Value (Up to 10)**" x **1 times** "**Project's 10 Year Tax or PILOT Revenue**" – "**Project's Existing 10 Year Incentives**" times "**Project's Multiplier Value (Up to 4)**" divided by **1 million**.

7. The values in this column are simply the value from the column called "Regression Analysis" times **\$7,500**.
8. Data in this column shows the value of incentive recommended for each project type, according to the La Porte's current Tax Abatement Policy.

**Projects identified in dark green text represent projects that have either already been awarded an incentive grant, or staff has good estimates for the projects. All other projects are completely "hypothetical".**

- A. Hypothetical - \$20 million retail/restaurant/mixed use development project with \$10 million in annual retail sales.
- A1. **Palais Royal** - \$1 million property value with \$2 million in annual retail sales.
- B. Hypothetical - \$4 million project with \$2 million in annual retail sales.
- B1. **Pipeline Grill** - \$1.2 million in commercial property with \$4 million in annual retail sales.
- B2. **Fischer's Hardware** - \$1.5 million in commercial property with \$520,000 in additional, annual retail sales.
- C. Hypothetical - \$7.5 million with \$5 million in annual retail sales.
- D. Hypothetical - \$3.5 million with \$2 million in annual retail sales.
- D1. **Micro-Brewery (Lease)** - \$500,000 in commercial property value, \$350,000 in annual retail sales, 12 full time employees, and rent of \$48,000/year for five years.
- D2. **Micro-Brewery (Purchase)** - \$500,000 in commercial property value, \$350,000 in annual retail sales, and 12 full time employees
- E. **Rob Johnson/Dollar Tree** - \$6 million project with \$2 million in annual retail sales.
- F. Hypothetical - \$1 million project with \$250,000 in annual retail sales.
- F1. **El Toro** - \$2 million in new commercial property, plus \$2 million in additional, annual retail sales.
- G. **INEOS USA, LLC** - Unit #1, \$250 million investment, 84 highly skilled, full time jobs, 20% IDA for years #1-6, 63% IDA for years #7-10.
- G1. **INEOS USA, LLC** - Unit #2, \$500 million investment, highly skilled, full time jobs, 20% IDA for years #1-6, 63% IDA for years #7-10
- G2. **Project Regulate** - \$16 million investment, with at least 40 (to 60 within 5 years) highly skilled, advanced manufacturing, full time jobs. **(Note: Project would be in the TIRZ).**
- G3. **ACT Turbo (New Industry)** - \$6 million investment with 73 new, highly skilled, advanced manufacturing, full time jobs.
- H. **InterGulf Corporation** - \$2 million investment with 30 white collar, higher paying, full time jobs.
- I. **Richard Industrial Group** - \$500,000 investment with 75 white collar, higher paying, full time jobs. **(Note: the 10 year PILOT is based on 3 years, equal to the term of the lease, rather than the usual 10 year timeframe.)**
- J. **Sector 23 (Original)** - \$8 million investment and 35 full time, skilled jobs assuming 15 buildings, 3 employees per building, and minus 10 employees per the development agreement.
- J1. **Sector 23 (Latest)** - \$18million investment and est. 72 full time, skilled jobs assuming 18 buildings, 4 employees per building.
- K. **ACT Turbo (Expansion)** - \$6 million investment with 73 new, highly skilled, advanced manufacturing, full time jobs.
- L. Hypothetical - Warehouse/Distribution, \$10 million investment, 15 unskilled, full time jobs.
- M. Hypothetical - Airport expansion, \$2.5 million city participation/investment with 30 skilled, full time jobs.
- N. State Farm - June 2022, \$130,000 expansion. 2 New Full time jobs.
- O. Revak Building - Summer 2022, \$4,000,000. 18 New full time jobs.



**From:** [Woodward, Lee](#)  
**To:** [Daeumer, Matt](#)  
**Cc:** [CSO - Staff](#)  
**Subject:** Re: Public Notice - 114 W. Main St.  
**Date:** Thursday, June 30, 2022 10:29:16 AM  
**Attachments:** [image.png](#)

Good morning! The below ran this morning.

THE BAY AREA OBSERVER | THURSDAY, JUNE 30, 2022 | P5

# LEGAL NOTICES

**NOTICE OF PUBLIC HEARING  
OF THE LA PORTE PLANNING AND ZONING COMMISSION  
ON REPLAT REQUEST #22-97000002**

Notice is hereby given that the La Porte Planning and Zoning Commission will conduct a public hearing at **6:00 P.M.** on the **21st day of July, 2022**, in the Council Chambers of City Hall, 604 West Fairmont Parkway, La Porte, Texas, in accordance with the provisions in Section 106-171 of the City of La Porte Code of Ordinances and the provisions of the Texas Local Government Code.

The purpose of the public hearing is to receive public input on Replat #22-97000002, requested by Survey 1, Inc., applicant; on behalf of Clarence Morgan Family Living Trust, owner; for the proposed Partial Replat of Outlot 459 La Porte Outlots, a 4.96-acre replat located at the 10415 N. H St. and legally described as Tracts 459 and 459A, La Porte Outlots, Harris County, Texas.

Following the public hearing, the Planning and Zoning Commission will act upon the public hearing item and conduct other matters pertaining to the Commission.

Citizens wishing to address the Commission pro or con during the public hearing are required to sign in before the meeting is convened.

A quorum of City Council members may be present and participate in discussions during this meeting; however, no action will be taken by the Council.

**Notice of Proposed Project of the  
La Porte Development Corporation Board (Type B Corporation)**

Project for New or Expanded Business Enterprise at 114 West Main Street: Pursuant to Texas Local Government Code Section 505.160 notice is hereby given that the Board of Directors of the La Porte Development Corporation (Type B Corporation) of the City of La Porte, Texas, has proposed an official project and is considering granting an incentive to an eligible business enterprise in an amount not to exceed \$480,600.00. The purpose of the project is to promote and develop new or expanded business enterprises, specifically for site, infrastructure, and related improvements, as authorized by Texas Local Government Code Section 501.103, for real property located at 114 West Main Street, which location is legally described as Lots 11-15, Block 60, Town of La Porte Subdivision.

*In accordance with Texas Local Government Code 505.160 the public has a right to gather a petition to object to the proposed project by requiring an election. The petition must request that an election be held before the project is undertaken and must be signed by more than ten percent (10%) of the registered voters of the City of La Porte. The petition must be received by the City of La Porte not later than the sixtieth (60th) day after the publication of this notice.*

Please reach out to Matt Daeumer, Assistant City Manager at [DaeumerM@laportetx.gov](mailto:DaeumerM@laportetx.gov), or 281-470-5012 with any questions or comments you may have.

**BID #22020  
MAIN SEWER REHABILITATION**

Lee

**From:** Daeumer, Matt <[DaeumerM@laportetx.gov](mailto:DaeumerM@laportetx.gov)>  
**Sent:** Tuesday, June 28, 2022 12:42 PM  
**To:** Rebecca Collins <[editor@bayareaobserver.com](mailto:editor@bayareaobserver.com)>  
**Cc:** CSO - Staff <[CSOStaff@laportetx.gov](mailto:CSOStaff@laportetx.gov)>; Kizzee, Julius <[kizzeej@laportetx.gov](mailto:kizzeej@laportetx.gov)>  
**Subject:** RE: Public Notice - 114 W. Main St.

Hi Rebecca,

It looks good.

Thanks so much!

Matt

**From:** Rebecca Collins [<mailto:editor@bayareaobserver.com>]  
**Sent:** Tuesday, June 28, 2022 10:18 AM  
**To:** Daeumer, Matt <[DaeumerM@laportetx.gov](mailto:DaeumerM@laportetx.gov)>  
**Cc:** CSO - Staff <[CSOStaff@laportetx.gov](mailto:CSOStaff@laportetx.gov)>; Kizzee, Julius <[kizzeej@laportetx.gov](mailto:kizzeej@laportetx.gov)>  
**Subject:** Re: Public Notice - 114 W. Main St.

Good morning,

Here's a proof. I can get your notice in this weeks paper. Please let em know if it looks ok to print. I'll get you an affidavit asap.

Rebecca Collins  
Bay Area Observer

P.O. Box 82  
La Porte, TX. 77572  
281-907-3140  
[editor@bayareaobserver.com](mailto:editor@bayareaobserver.com)

On Jun 28, 2022, at 10:02 AM, Daeumer, Matt <[DaeumerM@laportetx.gov](mailto:DaeumerM@laportetx.gov)> wrote:

Good morning Rebecca,

We wanted to submit this public notice for publication in the next available edition of the Observer. Please send proof when you are able to.

If you are able to, please send the invoice back to me so that we may make a payment.

Thank you,

Matt

<image001.png>

**Matt Daeumer, MS, CPM** |  
Assistant City Manager  
604 W. Fairmont | La Porte, TX 77571  
O. 281-470-5012 | C. 281-898-0273  
[website](#) | [map](#) | [email](#)  
| [image002.png](#) [image003.png](#) [image004.png](#)

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<60 day notice LPDC project 114 West Main.docx>

**From:** [Alexander, Corby](#)  
**To:** [Daeumer, Matt](#)  
**Subject:** FW: Main Street project grant proposal  
**Date:** Monday, July 11, 2022 8:45:36 AM

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-----Original Message-----

From: Glynda Oliver [<mailto:oliverglynda@att.net>]  
Sent: Friday, July 8, 2022 2:11 PM  
To: Alexander, Corby <[AlexanderC@laportetx.gov](mailto:AlexanderC@laportetx.gov)>  
Subject: Main Street project grant proposal

Good afternoon Mr. Alexander.

I was excited to read the headlines of The Bay Area Observer.

If I can be of any help to move this along, email me. We love our city and this looks to be a move in the right direction for the citizens of LaPorte.

Respectfully,  
Glynda Oliver

Sent from my iPhone



**From:** [Alexander, Corby](#)  
**To:** [Daeumer, Matt](#)  
**Subject:** FW: Revamp project  
**Date:** Tuesday, July 12, 2022 9:31:35 AM

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**From:** Bentley, Bill  
**Sent:** Tuesday, July 12, 2022 9:06 AM  
**To:** Alexander, Corby <AlexanderC@laportetx.gov>  
**Subject:** Revamp project

I think that this is a wonderful idea. And it emphasizes, in my mind, that improvements on West Main St are going to be driven by investors and entrepreneurs willing to put some “skin in the game.”

It is good that there is some participation by the city but not enough to ensure the ultimate success of the project.

Get [Outlook for iOS](#)

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE LA PORTE DEVELOPMENT CORPORATION AND R FAVORITE THINGS, LLC, FOR USE OF TYPE B DEVELOPMENT CORPORATION SALES TAX FUNDS**

THIS AGREEMENT made by and entered into this 26th day of September 2022, 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 referred to as "LPDC", and R Favorite Things, LLC, a Texas Limited Liability Company, hereinafter referred to as "Recipient".

**WITNESSETH:**

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

WHEREAS, Recipient is a Texas domestic limited liability company which currently owns a 93,750 square foot vacant lot located at 114 West Main Street, La Porte, Texas, and at which site Recipient and Recipient's members, subsidiaries, or commonly controlled entities (collectively "Affiliates") wish to develop and utilize what is known as the Revak Building for commercial and residential use; and

WHEREAS, Recipient wishes to construct the Revak Building located at 114 West Main Street, and make associated infrastructure, site and related improvements, for the purpose of operating five (5) mixed use commercial spaces on the first level and four (4) residential spaces on the second level, which would 1) result in the expenditure by Recipient and/or its Affiliates of an estimated \$4,000,000.00 in capital improvements, 2) between Recipient, its Affiliates, and their respective tenants located at the Revak Building, employ an estimated fifteen (15) employees, at least three (3) of which will be full-time employees, and 3) generate approximately \$1,500,000.00 in annual gross retail sales; and

WHEREAS, Recipient has requested that LPDC provide financial incentives to Recipient to contribute towards the cost of development of the property at 114 West Main Street under a qualifying project of the LPDC for infrastructure, site and related improvements that promote or develop new or expanded business enterprises, 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 same have been authorized by the La Porte City Council; and

NOW THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each

of the parties hereof, as well as to the citizens of the City of La Porte, Texas, the parties have agreed and do hereby agree as follows:

## ARTICLE I

In consideration of Recipient and/or its Affiliates developing the Revak Building at 114 West Main Street and operating mixed use commercial and residential space at the subject site ("Building" herein), which proposal was considered in that certain public hearing in connection with 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 September 26, 2022, LPDC agrees to provide Recipient an incentive package consisting of a cash payment in a total sum not to exceed \$390,600.00, to be distributed in three (3) increments of \$130,200.00 each, with each distribution conditioned on the attainment of certain performance thresholds, more specifically outlined as follows:

- 1) A cash incentive payment in an amount equal to \$130,200.00 will be distributed to Recipient by LPDC, upon a) receipt by LPDC of proof of substantial completion of the Building b) Certificate of Occupancy issued by the City of La Porte to Recipient and/or one of its Affiliates and, and c) proof of minimum capital investment in the amount of \$4,000,000.00 applied towards construction of the Building and related infrastructure and site work. However, in no case will the \$130,200.00 payment be made by LPDC if documentation substantiating 1) substantial completion of the construction of the Building, 2) Certificate of Occupancy issued by the City of La Porte to Recipient and/or one of its Affiliates and 3) the expenditure of no less than \$4,000,000.00 applied towards capital improvements for the Building and related infrastructure and site improvements is not delivered to and received by LPDC by January 31, 2024. In the case that proof of substantial completion of the Building, Certificate of Occupancy issued by the City of La Porte and minimum capital investment of \$4,000,000.00 applied towards capital improvements for the Building and related infrastructure and site improvements is presented to LPDC on or before said January 31, 2024 deadline, the LPDC shall convene a meeting of the LPDC Board of Directors for a date no later than forty-five (45) days after receipt of proof of substantial completion of the construction of the Building, Certificate of Occupancy issued by the City of La Porte, and minimum capital investment of \$4,000,000.00 by LPDC from Recipient. Upon verification of the substantial completion of the Building, Certificate of Occupancy issued by the City of La Porte to Recipient and/or one of its Affiliates and minimum capital investment of \$4,000,000.00, as reflected by formal vote of the LPDC Board of Directors that Recipient has satisfied the requirements of this paragraph, LPDC will then remit the \$130,200.00 to Recipient within a period not to exceed thirty (30) days.

In the case where Recipient fails to submit proof of substantial completion of construction of the Building, Certificate of Occupancy issued by the City of La Porte to Recipient and/or one of its Affiliates and proof of a minimum capital investment in the amount of \$4,000,000.00 by the January 31, 2024 deadline, despite being disqualified for the first \$130,200.00 incentive payment, Recipient will remain eligible to qualify for receipt of the second \$130,200.00 incentive payment under Paragraph 2 below and the third \$130,200.00 incentive payment under Paragraph 3 below, if the Employment Criteria and Sales Tax Criteria (as those terms are described in paragraph 2 below) are met. However, in such case Recipient will remain responsible to submit proof of substantial completion of construction of the Building, Certificate of Occupancy issued by the City of La Porte to Recipient and/or one of its Affiliates and minimum capital investment in the amount of \$4,000,000.00 in order to qualify for the second incentive payment outlined in Paragraph 2 below and the third incentive payment outlined in Paragraph 3 below.

- 2) A cash incentive payment in an amount equal to \$130,200.00 will be distributed to Recipient by LPDC upon delivery to the LPDC of a) an employment roster evidencing that Recipient, its Affiliates, or a third party tenant of Recipient or its Affiliates collectively employ a minimum of fifteen (15) employees, of which, at least three (3) will be full-time employees at the Building site (the "Employment Criteria") as of December 31, 2024 and b) documentation evidencing Recipient's, its Affiliates', and their respective third party tenants' combined aggregate taxable retail sales is equal to or greater than \$1,500,000.00 (the "Sales Tax Criteria") for the period January 1, 2024 through December 31, 2024. However, in no case will the \$130,200.00 payment be made by LPDC if proof of the Employment Criteria as of December 31, 2024, and documentation evidencing the Sales Tax Criteria for the period January 1, 2024 through December 31, 2024 is not delivered to and received by LPDC by January 31, 2025. Proof of the Employment Criteria, for purposes of this agreement, may be satisfied by submission to LPDC by the said January 31, 2025 deadline of a) copies of Recipient's, its Affiliates', and their respective third party tenants' 941 Reports to the Internal Revenue Service and C3 Reports to the Texas Workforce Commission for each employee (but with social security numbers of each employee redacted) and b) a notarized statement executed by Recipient affirming that at least fifteen (15) employees, at least three (3) of which are full-time employees, are employed in positions permanently located at the Building site.

In the case that proof of the Employment Criteria and documentation evidencing the Sales Tax Criteria for the period January 1, 2024, through December 31, 2024, is presented to LPDC on or before said January 31, 2025, deadline, the LPDC

shall convene a meeting of the LPDC Board of Directors for a date no later than forty-five (45) days after receipt of proof of employment by lessees at the Building site by Recipient. Upon verification of employment as reflected by formal vote of the LPDC Board of Directors, LPDC will then remit the \$130,200.00 to Recipient within a period not to exceed thirty (30) days.

- 3) A cash incentive payment in an amount equal to \$130,200.00 will be distributed to Recipient by LPDC upon delivery to the LPDC of a) an employment roster evidencing satisfaction of the Employment Criteria as of December 31, 2025, and b) documentation evidencing satisfaction of the Sales Tax Criteria for the period January 1, 2025, through December 31, 2025. However, in no case will the \$130,200.00 payment be made by LPDC if proof of the Employment Criteria as of December 31, 2025, and documentation evidencing the Sales Tax Criteria for the period January 1, 2025, through December 31, 2025, is not delivered to and received by LPDC by January 31, 2026. Proof of employment, for purposes of this agreement, may be satisfied by submission to LPDC by the said January 31, 2026 deadline of a) copies of Recipient's, its Affiliates', and their respective third party tenants' 941 Reports to the Internal Revenue Service and C3 Reports to the Texas Workforce Commission for each employee (but with social security numbers of each employee redacted) and b) a notarized statement executed by Recipient affirming that at least fifteen (15) employees, at least three (3) of which are full-time employees, are employed in positions permanently located at the Building site.

In the case that proof of the Employment Criteria and documentation evidencing the Sales Tax Criteria for the period January 1, 2025, through December 31, 2025, is presented to LPDC on or before said January 31, 2026, deadline, the LPDC shall convene a meeting of the LPDC Board of Directors for a date no later than forty-five (45) days after receipt of proof of employment by lessees at the Building site by Recipient. Upon verification of employment as reflected by formal vote of the LPDC Board of Directors, LPDC will then remit the \$130,200.00 to Recipient within a period not to exceed thirty (30) days.

In the event that Recipient qualifies for both \$130,200.00 incentive installment payments based upon proof of satisfaction of the Employment Criteria and the Sales Tax Criteria pursuant to Article 1, Paragraph 2 and Paragraph 3, above, then in such case Recipient shall be required to prove the Employment Criteria for a continuous five (5) year period. At the conclusion of each calendar year during such five (5) year period, beginning on December 31, 2026, through and including December 31, 2030, Recipient shall be required to submit to the LPDC proof of the Employment Criteria, in the manner required under Article 1, Paragraph 2 and Paragraph 3, above. Should Recipient fail to provide proof of the Employment Criteria at the end of a calendar year, then for that year Recipient shall be

responsible for remitting to the LPDC the sum of \$78,120.00, representing recapture of one-fifth (1/5) out of the previously awarded \$390,600.00 incentive paid under this Agreement. However, in the instance that Recipient provides proof of the Employment Criteria at the end of a calendar year, Recipient shall be relieved from the obligation to remit to the LPDC \$78,120.00 recapture for that year.

If Recipient fails to qualify for the \$130,200.00 incentive installment provided for in Article I, Paragraph 1 but qualifies for payment of both \$130,200.00 payments under Article 1, Paragraph 2 and Paragraph 3, then in that case the obligations of Recipient to maintain the Employment Criteria shall continue to apply. However, in the case of failure to maintain the Employment Criteria for a given calendar year, Recipient shall be required to remit to the LPDC the sum of \$52,080.00, instead of \$78,120.00, as recapture for that year.

If Recipient fails to qualify for the \$130,200.00 incentive installment provided for in Article I, Paragraph 1 but qualifies for payment of only one of the two \$130,200.00 payments under Article 1, Paragraph 2 and Paragraph 3, then in that case the obligations of Recipient to maintain the Employment Criteria shall continue to apply. However, in the case of failure to maintain the Employment Criteria for a given calendar year, Recipient shall be required to remit to the LPDC the sum of \$26,040.00, instead of \$78,120.00, as recapture for that year.

## **ARTICLE II**

All funds received as herein provided shall be solely for the purpose of contributing towards Recipient's costs in the construction of the exterior and interior of the building located at 114 West Main Street and for the making of associated site and infrastructure improvements, to operate mixed use commercial space and residential space. 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 \$390,600.00, nor shall LPDC be obligated to reimburse Recipient for requests delivered to LPDC after the termination of this Agreement.

## **ARTICLE IV**



Recipient understands that the funds paid to 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. 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 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 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 Recipient shall refund, any funds that are not spent in accordance with the terms of this Agreement, including 1) LPDC funds spent by Recipient in contravention of this Agreement and 2) any LPDC funds previously paid to 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 is for a period beginning on the date of approval by LPDC and ending December 31, 2030.

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

## **ARTICLE IX**

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

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**

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

LA PORTE DEVELOPMENT CORPORATION

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

\_\_\_\_\_  
Date

ATTEST

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

R Favorite Thing, LLC, a Texas Domestic Limited Liability Company

By:

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Date

ATTEST

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

Agenda Date Requested: <u>September 26, 2022</u>
Requested By: <u>Matt Daeumer, Asst. City Manager</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:	_____
Amount Requested:	_____
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Exhibits:**

Development Agreement

**SUMMARY**

On June 27, 2022, staff brought to the La Porte Development Corporation Board a project in downtown La Porte. The applicants, Ed and Jody Revak have purchased the property at 114 W. Main St. with an appraised value of \$200,000. They are interested in developing what will be known as The Revak Building. This project will consist of five retail spaces and four apartment units. The total expected cost of the project is approximately \$4,000,000. Based on the score card, the applicants qualify for up to \$480,600 incentives.

On June 27, 2022, the La Porte Development Corporation Board discussed the project and approved to move forward with an incentive package for this project in an amount not to exceed of \$480,600. As required by state law, a sixty (60) day public comment period needed to occur. The public "Notice of Proposed Project" was advertised in the Bay Area Observer on June 30, 2022. Since this date, staff has received feedback from two (2) citizens regarding this incentive application, both positive.

The application requires action by the City Council, which will occur on October 10, 2022. Staff has worked with the applicant and the City Attorney's Office to draft a development agreement concerning the funding through an incentive project. The applicants had concerns about meeting the initial projections of thirteen (13) full-time and eighteen (18) part-time employees along with the first year gross revenue of \$2,000,000. The applicants feel that three (3) full-time and twelve (12) part-time employees along with the first year gross revenue of \$1,500,000 is more realistic. The new figures were put into the matrix and the project now qualifies for an incentive grant in an amount not to exceed \$390,600. Below outlines details of this draft development agreement:

- Total cash incentive of \$390,600 with following payment schedule: three (3) equal payments of \$130,200

- First payment of \$130,200, within thirty (30) days of substantial completion of construction/ renovations, certificate of occupancy issued by the City of La Porte and proof of capital investment expenditure of no less than \$4,000,000. This payment is estimated to occur around January 2024.
- Second payment of \$130,200 when a) an employment roster evidencing that Recipient employs a minimum of three (3) full-time and twelve (12) part-time employees at the Building site as of December 31, 2024 and b) documentation evidencing Recipient's total taxable retail sales for the period January 1, 2024 – December 31, 2024 is equal to or greater than \$1,500,000.
- Third payment of \$130,200 when a) an employment roster evidencing that Recipient employs a minimum of three (3) full-time and twelve (12) part-time employees at the Building site as of December 31, 2025 and b) documentation evidencing Recipient's total taxable retail sales for the period January 1, 2025 – December 31, 2025 is equal to or greater than \$1,500,000.
- Claw-back provisions within the development agreement if the project doesn't employ a minimum of three (3) full-time and twelve (12) part-time employees at the Building site each year and documentation evidencing Recipient's total taxable retail sales is equal to or greater than \$1,500,000 for each year are in the amount of \$78,120 each year.
- If the Recipient fails to qualify for the first payment, then recapture amount will \$52,080 for each year.

Staff has worked with the Assistant City Attorney and the applicant on an agreeable development agreement. Staff will ask that the Board consider approval of the agreement for the project.

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### RECOMMENDED MOTION

**Presentation, discussion, and possible action to approve a Development Agreement for 114 W. Main St., La Porte, Texas, a financial incentive not to exceed \$390,600 to R Favorite Things, LLC., applicant for development and construction of the Revak Building, located at 114 W. Main Street in La Porte, Texas.**

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**Approved for the La Porte Development Corporation Board meeting agenda**

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Corby D. Alexander, City Manager

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Date



**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE LA PORTE DEVELOPMENT CORPORATION AND R FAVORITE THINGS, LLC, FOR USE OF TYPE B DEVELOPMENT CORPORATION SALES TAX FUNDS**

THIS AGREEMENT made by and entered into this 26th day of September 2022, 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 referred to as "LPDC", and R Favorite Things, LLC, a Texas Limited Liability Company, hereinafter referred to as "Recipient".

**WITNESSETH:**

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

WHEREAS, Recipient is a Texas domestic limited liability company which currently owns a 93,750 square foot vacant lot located at 114 West Main Street, La Porte, Texas, and at which site Recipient and Recipient's members, subsidiaries, or commonly controlled entities (collectively "Affiliates") wish to develop and utilize what is known as the Revak Building for commercial and residential use; and

WHEREAS, Recipient wishes to construct the Revak Building located at 114 West Main Street, and make associated infrastructure, site and related improvements, for the purpose of operating five (5) mixed use commercial spaces on the first level and four (4) residential spaces on the second level, which would 1) result in the expenditure by Recipient and/or its Affiliates of an estimated \$4,000,000.00 in capital improvements, 2) between Recipient, its Affiliates, and their respective tenants located at the Revak Building, employ an estimated fifteen (15) employees, at least three (3) of which will be full-time employees, and 3) generate approximately \$1,500,000.00 in annual gross retail sales; and

WHEREAS, Recipient has requested that LPDC provide financial incentives to Recipient to contribute towards the cost of development of the property at 114 West Main Street under a qualifying project of the LPDC for infrastructure, site and related improvements that promote or develop new or expanded business enterprises, 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 same have been authorized by the La Porte City Council; and

NOW THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each



of the parties hereof, as well as to the citizens of the City of La Porte, Texas, the parties have agreed and do hereby agree as follows:

## ARTICLE I

In consideration of Recipient and/or its Affiliates developing the Revak Building at 114 West Main Street and operating mixed use commercial and residential space at the subject site ("Building" herein), which proposal was considered in that certain public hearing in connection with 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 September 26, 2022, LPDC agrees to provide Recipient an incentive package consisting of a cash payment in a total sum not to exceed \$390,600.00, to be distributed in three (3) increments of \$130,200.00 each, with each distribution conditioned on the attainment of certain performance thresholds, more specifically outlined as follows:

- 1) A cash incentive payment in an amount equal to \$130,200.00 will be distributed to Recipient by LPDC, upon a) receipt by LPDC of proof of substantial completion of the Building b) Certificate of Occupancy issued by the City of La Porte to Recipient and/or one of its Affiliates and, and c) proof of minimum capital investment in the amount of \$4,000,000.00 applied towards construction of the Building and related infrastructure and site work. However, in no case will the \$130,200.00 payment be made by LPDC if documentation substantiating 1) substantial completion of the construction of the Building, 2) Certificate of Occupancy issued by the City of La Porte to Recipient and/or one of its Affiliates and 3) the expenditure of no less than \$4,000,000.00 applied towards capital improvements for the Building and related infrastructure and site improvements is not delivered to and received by LPDC by January 31, 2024. In the case that proof of substantial completion of the Building, Certificate of Occupancy issued by the City of La Porte and minimum capital investment of \$4,000,000.00 applied towards capital improvements for the Building and related infrastructure and site improvements is presented to LPDC on or before said January 31, 2024 deadline, the LPDC shall convene a meeting of the LPDC Board of Directors for a date no later than forty-five (45) days after receipt of proof of substantial completion of the construction of the Building, Certificate of Occupancy issued by the City of La Porte, and minimum capital investment of \$4,000,000.00 by LPDC from Recipient. Upon verification of the substantial completion of the Building, Certificate of Occupancy issued by the City of La Porte to Recipient and/or one of its Affiliates and minimum capital investment of \$4,000,000.00, as reflected by formal vote of the LPDC Board of Directors that Recipient has satisfied the requirements of this paragraph, LPDC will then remit the \$130,200.00 to Recipient within a period not to exceed thirty (30) days.

In the case where Recipient fails to submit proof of substantial completion of construction of the Building, Certificate of Occupancy issued by the City of La Porte to Recipient and/or one of its Affiliates and proof of a minimum capital investment in the amount of \$4,000,000.00 by the January 31, 2024 deadline, despite being disqualified for the first \$130,200.00 incentive payment, Recipient will remain eligible to qualify for receipt of the second \$130,200.00 incentive payment under Paragraph 2 below and the third \$130,200.00 incentive payment under Paragraph 3 below, if the Employment Criteria and Sales Tax Criteria (as those terms are described in paragraph 2 below) are met. However, in such case Recipient will remain responsible to submit proof of substantial completion of construction of the Building, Certificate of Occupancy issued by the City of La Porte to Recipient and/or one of its Affiliates and minimum capital investment in the amount of \$4,000,000.00 in order to qualify for the second incentive payment outlined in Paragraph 2 below and the third incentive payment outlined in Paragraph 3 below.

- 2) A cash incentive payment in an amount equal to \$130,200.00 will be distributed to Recipient by LPDC upon delivery to the LPDC of a) an employment roster evidencing that Recipient, its Affiliates, or a third party tenant of Recipient or its Affiliates collectively employ a minimum of fifteen (15) employees, of which, at least three (3) will be full-time employees at the Building site (the "Employment Criteria") as of December 31, 2024 and b) documentation evidencing Recipient's, its Affiliates', and their respective third party tenants' combined aggregate taxable retail sales is equal to or greater than \$1,500,000.00 (the "Sales Tax Criteria") for the period January 1, 2024 through December 31, 2024. However, in no case will the \$130,200.00 payment be made by LPDC if proof of the Employment Criteria as of December 31, 2024, and documentation evidencing the Sales Tax Criteria for the period January 1, 2024 through December 31, 2024 is not delivered to and received by LPDC by January 31, 2025. Proof of the Employment Criteria, for purposes of this agreement, may be satisfied by submission to LPDC by the said January 31, 2025 deadline of a) copies of Recipient's, its Affiliates', and their respective third party tenants' 941 Reports to the Internal Revenue Service and C3 Reports to the Texas Workforce Commission for each employee (but with social security numbers of each employee redacted) and b) a notarized statement executed by Recipient affirming that at least fifteen (15) employees, at least three (3) of which are full-time employees, are employed in positions permanently located at the Building site.

In the case that proof of the Employment Criteria and documentation evidencing the Sales Tax Criteria for the period January 1, 2024, through December 31, 2024, is presented to LPDC on or before said January 31, 2025, deadline, the LPDC

shall convene a meeting of the LPDC Board of Directors for a date no later than forty-five (45) days after receipt of proof of employment by lessees at the Building site by Recipient. Upon verification of employment as reflected by formal vote of the LPDC Board of Directors, LPDC will then remit the \$130,200.00 to Recipient within a period not to exceed thirty (30) days.

- 3) A cash incentive payment in an amount equal to \$130,200.00 will be distributed to Recipient by LPDC upon delivery to the LPDC of a) an employment roster evidencing satisfaction of the Employment Criteria as of December 31, 2025, and b) documentation evidencing satisfaction of the Sales Tax Criteria for the period January 1, 2025, through December 31, 2025. However, in no case will the \$130,200.00 payment be made by LPDC if proof of the Employment Criteria as of December 31, 2025, and documentation evidencing the Sales Tax Criteria for the period January 1, 2025, through December 31, 2025, is not delivered to and received by LPDC by January 31, 2026. Proof of employment, for purposes of this agreement, may be satisfied by submission to LPDC by the said January 31, 2026 deadline of a) copies of Recipient's, its Affiliates', and their respective third party tenants' 941 Reports to the Internal Revenue Service and C3 Reports to the Texas Workforce Commission for each employee (but with social security numbers of each employee redacted) and b) a notarized statement executed by Recipient affirming that at least fifteen (15) employees, at least three (3) of which are full-time employees, are employed in positions permanently located at the Building site.

In the case that proof of the Employment Criteria and documentation evidencing the Sales Tax Criteria for the period January 1, 2025, through December 31, 2025, is presented to LPDC on or before said January 31, 2026, deadline, the LPDC shall convene a meeting of the LPDC Board of Directors for a date no later than forty-five (45) days after receipt of proof of employment by lessees at the Building site by Recipient. Upon verification of employment as reflected by formal vote of the LPDC Board of Directors, LPDC will then remit the \$130,200.00 to Recipient within a period not to exceed thirty (30) days.

In the event that Recipient qualifies for both \$130,200.00 incentive installment payments based upon proof of satisfaction of the Employment Criteria and the Sales Tax Criteria pursuant to Article 1, Paragraph 2 and Paragraph 3, above, then in such case Recipient shall be required to prove the Employment Criteria for a continuous five (5) year period. At the conclusion of each calendar year during such five (5) year period, beginning on December 31, 2026, through and including December 31, 2030, Recipient shall be required to submit to the LPDC proof of the Employment Criteria, in the manner required under Article 1, Paragraph 2 and Paragraph 3, above. Should Recipient fail to provide proof of the Employment Criteria at the end of a calendar year, then for that year Recipient shall be

responsible for remitting to the LPDC the sum of \$78,120.00, representing recapture of one-fifth (1/5) out of the previously awarded \$390,600.00 incentive paid under this Agreement. However, in the instance that Recipient provides proof of the Employment Criteria at the end of a calendar year, Recipient shall be relieved from the obligation to remit to the LPDC \$78,120.00 recapture for that year.

If Recipient fails to qualify for the \$130,200.00 incentive installment provided for in Article I, Paragraph 1 but qualifies for payment of both \$130,200.00 payments under Article 1, Paragraph 2 and Paragraph 3, then in that case the obligations of Recipient to maintain the Employment Criteria shall continue to apply. However, in the case of failure to maintain the Employment Criteria for a given calendar year, Recipient shall be required to remit to the LPDC the sum of \$52,080.00, instead of \$78,120.00, as recapture for that year.

If Recipient fails to qualify for the \$130,200.00 incentive installment provided for in Article I, Paragraph 1 but qualifies for payment of only one of the two \$130,200.00 payments under Article 1, Paragraph 2 and Paragraph 3, then in that case the obligations of Recipient to maintain the Employment Criteria shall continue to apply. However, in the case of failure to maintain the Employment Criteria for a given calendar year, Recipient shall be required to remit to the LPDC the sum of \$26,040.00, instead of \$78,120.00, as recapture for that year.

## **ARTICLE II**

All funds received as herein provided shall be solely for the purpose of contributing towards Recipient's costs in the construction of the exterior and interior of the building located at 114 West Main Street and for the making of associated site and infrastructure improvements, to operate mixed use commercial space and residential space. 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 \$390,600.00, nor shall LPDC be obligated to reimburse Recipient for requests delivered to LPDC after the termination of this Agreement.

## **ARTICLE IV**



Recipient understands that the funds paid to 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. 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 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 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 Recipient shall refund, any funds that are not spent in accordance with the terms of this Agreement, including 1) LPDC funds spent by Recipient in contravention of this Agreement and 2) any LPDC funds previously paid to 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 is for a period beginning on the date of approval by LPDC and ending December 31, 2030.

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

## **ARTICLE IX**

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

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**

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

LA PORTE DEVELOPMENT CORPORATION

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

\_\_\_\_\_  
Date

ATTEST

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

R Favorite Thing, LLC, a Texas Domestic Limited Liability Company

By:

---

---

Date

ATTEST

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

Agenda Date Requested: <u>September 26, 2022</u>
Requested By: <u>Matt Daeumer, Asst. City Manager</u>
Department: <u>CMO</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

**Exhibits:** Application packet, vendor quotes, photos and site plan

<b>Appropriation</b>	
Source of Funds:	<u>015 – General CIP Enhancement Grant</u>
Account Number:	<u>015-9892-993-1100</u>
Amount Budgeted:	<u>\$255,007</u>
Amount Requested:	<u>\$25,229.14</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

---

**SUMMARY & RECOMMENDATION**

In fiscal year 2009-10, the La Porte Development Corporation Board approved the Enhancement Grant Program; since its inception the Board has budgeted \$507,669. To-date, a total of \$252,662 has been disbursed to applicants for past approved and completed enhancement grant projects. Additionally, the Board has no pending enhancement grant projects to be disbursed. Therefore, the Board has an available fund balance for future enhancement grant project in the amount of \$255,007.

On August 15, 2022, staff received an Enhancement Grant application from Marion (Marty) Campise for improvements to the gazebo and a beatification project for the private lot, known as Seureau Park, which is located at 402 W. Main Street in La Porte, Texas. This site will be developed as the Main Street Entertainment and Food Park. Currently, there is a gazebo on the lot that appears to be ready to fall down and unsafe. There is brush overgrown on the North and East side of the lot. The applicant is interested clearing the lot and replacing the gazebo. He further plans cover the lot in crushed granite, install a stage, two large screen projection televisions, improved lighting, tables and chairs, 4 ft. tall wood fence, landscaping and pads for three (3) food trucks on site.

The applicant has provided the required bids for the fencing, gazebo, stage, truck pads, landscaping and crushed granite, with at least one bid from a local (La Porte) vendor. Below are the results of his bid:

- Aspendora Contractors, LLC (La Porte) - \$34,520.00
- All American - \$27,300.00
- Rhino Dirt Worx - \$28,050.00

He also intends to install a shade structure for \$10,495.00, lighting at \$1,569.00 and tables and chairs at 11,093.00. The applicant's total eligible investment is \$50,458.00 and based on the lowest provided quotes. Therefore, staff estimates that the reimbursable amount would be 50% of the capital investment to be at \$25,229.00. Staff has provided documentation related to the project and the applicant will be in attendance at the meeting to respond to any questions or concerns on this project.

This project has more intrinsic value as a beautification project along with the potential to create additional foot traffic and entertainment opportunities in the Historic Main Street District. This 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 and the project will add value to the City of La Porte.

The applicant applied for an incentive grant on January 29, 2020 for 100 W. Main St. and a presentation of the incentive grant application along with an enhancement grant was brought to the Board on February 4, 2020. The applicant has fulfilled the previous incentive grant and enhancement grant requirements and has been paid in full for the project.

The applicant has met the requirements of the Enhancement Grant application; therefore, staff recommends the Board approve this enhancement grant application for a reimbursable amount not to exceed \$25,229.00.

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**ACTION REQUIRED BY BOARD**

**Presentation, discussion and possible action to approve an enhancement grant in the amount not to exceed \$25,229.00 to the applicant, Marion (Marty) Campise for the enhancements for his business, Main Street Entertainment and Food Park, which is located at 402 W. Main Street in La Porte, Texas.**

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**Approved for the La Porte Development Corporation Board meeting agenda**

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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: 08-15-2022

Marion Campise

---

Applicant Name

Main Street Entertainment and Food Park

---

Business Name

402 West Main Street, La Porte, Texas 77571

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Physical Business Address

---

Business Owner (if different from applicant)

1902 Roscoe, La Porte, Texas 77571

---

Mailing Address

281-413-3860

---

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*):

Turn existing Gazebo and space into a Food and Entertainment Park.

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Rebuild existing Gazebo and add stage at \$12,500, add pads for food trailers at \$4800, add

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Shade structure at \$10,495, add fencing, landscaping, lighting, tables and chairs for seating at

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\$22,663.

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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. All American	\$27,300
2. Rhino Dirt Worx	\$28,050
3. Aspendora Contractors, LLC	\$34,520
4.	\$
5.	\$

**BUDGET DETAIL**

PROJECT EXPENDITURES	FUNDS	FUNDS APPLIED	TOTAL
Façade Rehab	\$12,500	\$	\$
Awnings/Signage	\$10,495	\$	\$
Beautification	\$22,663	\$	\$
Parking Lot Improvements	\$4,800	\$	\$
Other (list):	\$	\$	\$
<b>TOTAL</b>	<b>\$50,458</b>	<b>\$</b>	<b>\$</b>

Total estimated cost of proposed project: \$ 65,000

Amount requested (up to 50% of total cost, \$2,500 to \$50,000): \$ 25,229

*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.



8/15/2022  
 \_\_\_\_\_  
 APPLICANT SIGNATURE DATE







**Fwd: PARK SIGN**

**From:** Marty Campise <campisemarty@yahoo.com>  
**To:** <Vicamp@peoplepc.com>  
**Subject:** Fwd: PARK SIGN  
**Date:** Aug 11, 2022 8:46 AM  
**Attachments:** [Xegkn0ae0LB5LISL.png](#) [MAIN STREET ENTERTAINMENT.jpg](#)

Sent from my iPhone

Begin forwarded message:

**From:** Sarah Coupland <sarah@couplandsigns.com>  
**Date:** August 10, 2022 at 4:16:24 PM CDT  
**To:** Campisemarty@yahoo.com  
**Subject:** PARK SIGN

(Qty 1) Aluminum .063" - 4'x8' [MAIN STREET ENTERTAINMENT AND FOOD PARK] Printed - 1 Sided @ \$384.00 each = \$384.00

Subtotal: \$384.00  
 Tax: \$31.68  
 Total: \$415.68



**Sarah Coupland**  
 Graphic Designer

**Coupland Signs**  
 118 South 5th St.  
 La Porte, TX 77571  
 t: 281-867-0678  
 e: [sarah@couplandsigns.com](mailto:sarah@couplandsigns.com)

[www.couplandsigns.com](http://www.couplandsigns.com)



# All American/Rytren

Eric Cicherski  
830-624-3743 830-624-3743  
830-624-3743  
Rytrenconcrete@yahoo.com

INVOICE  
INV00283

DATE  
08-12-2022

DUE  
On Receipt

BALANCE DUE  
USD \$27,300.00

## BILL TO

**Marty**

☐ +12814133860

DESCRIPTION	RATE	QTY	AMOUNT
<b>3 limestone pads</b> 3 pads 10'x20' lime stone parkng pads	\$4,800.00	1	\$4,800.00
<b>Covered gazebo</b> 14'x 16' Lean to shingles roof 4' walls	\$9,500.00	1	\$9,500.00
<b>12'x 16' stage</b> 12'x16 ' stage Ground contact frame Pressure treated deck	\$3,000.00	1	\$3,000.00
175' 4' tall 3 rail fence	\$2,000.00	1	\$2,000.00
<b>Landscaping</b> Remove and disposal Approximately 2000 sqft grass crushed granite area Use approximately 20 ton of crushed granite Remove 4 trees Grind strumps Limestone block border around tree line	\$8,000.00	1	\$8,000.00
<b>TOTAL</b>			\$27,300.00

**BALANCE DUE** USD \$27,300.00

## Payment Info

### PAYMENT INSTRUCTIONS



## Bid

Rhino Dirt Worx  
314 Schilling ave.  
Baytown, Tx 77520  
Ph: 832-691-4309  
dirtworxrhino@gmail.com

Aug. 24, 2022

### Prepared For:

**Marty Campise**

Campisemarty@yahoo.com

281 413 3860

### Scope:

Trenching for electrical and plumbing --- \$1,650

Tear down and removal/hauloff of Gazebo and replace --- \$12,250

Remove Trees and Stump grinding-----\$2,500

Install three pads for trailers --- \$1,800

Limestone Base --- \$2,950

Crushed Granite----\$2,700

Build Deck/Landscaping ----\$4,200



**\*Includes all equipment, fuel, labor, etc. There will be a 20% mobilization/upfront cost.**

**Sub total: \$28,050.00**

**Tax: \$ 0.00**

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**Total: \$28,050.00**

# Aspendora Contractors, LLC

*Exceeding all expectations*

**Aug. 26, 2022**

**Marty Campise  
La Porte, TX**

**Re: 402 West Main, La Porte, TX**

## **PROPOSAL**

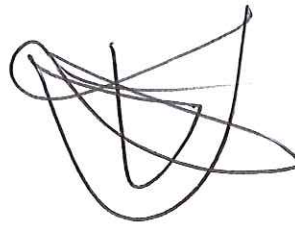
Furnish labor and material to construct the following work, as per our discussion.

We exclude plans, permits, or other fees.

1. 200 feet of wood fence 4' high with 3 rails  
For the sum of \$2,250.00
  2. Covered gazebo 14' x 16'  
For the sum of \$10,570.00
  3. Stage 12' x 16' with treated lumber including deck  
For the sum of \$3,690.00
  4. Three limestone parking pads 10' x 20'  
For the sum of \$5,710.00
  5. Landscaping and crushed granite  
Remove 4 trees and stumps  
Install approximately 20 tons of crushed granite  
To cover approximately 2,000 S.F.  
For the sum of \$12,300.00
- TOTAL FOR ALL ITEMS      \$34,520.00**

Sincerely,

**Bryan Moore, Jr.**



August 11, 2022

**PROPOSAL**

*We hereby submit specifications and estimates for:*

**Marty Campese - La Porte Project**

*Location: 402 W Main St, La Porte, TX 77571*

***Shade shelter system - Provide all materials and install structure.***

<i>Shade Type</i>	<i>Shade Size</i>	<i>Quantity</i>	<i>Price</i>	<i>Selected</i>
Square	20'x20'x8'		\$8,935	
Rectangle	25'x20'x8'		\$ 10,495	

*Shade Fabric Color:* \_\_\_\_\_

*Color:* \_\_\_\_\_

*Shade Frame*

**Prices include all Materials, Labor, and Equipment to complete all work**  
Warranty and Spec sheet provided.  
Price includes structure, fabric, and hardware.  
Price also includes freight and delivery, and installation of structure at agreed location.

***All items installed to safety standards set by manufacturer.***  
Expected delivery time from point of order is 10-12 weeks and is not guaranteed by manufacturing plant. All equipment ships direct from manufacturing plant to Houston. Property has been viewed by McKenna Contracting prior to this date. All debris to be removed from jobsite as needed and completely. Safety equipment and material to be provided by McKenna Contracting.

***Sales Tax to be added to invoice, unless Sales Tax Exemption form is provided at time of ordering***

**Terms:** 50% down payment at time of ordering, balance due upon installation.  
Color Selection must be determined at time of ordering equipment  
No changes to order after order is placed with manufacturing plant

**Proposal Acceptance - *I hereby authorize McKenna Contracting, Inc. to commence construction listed above for which I agree to pay the total amount specified.***

Client Signature	Date
------------------	------

Please sign and send all pages of this proposal to Bruce Berry via email to [bruce.berry@mckennacontracting.net](mailto:bruce.berry@mckennacontracting.net)

**Shade Structure**





Smokeaholics LLC  
[smokeaholics2022@gmail.com](mailto:smokeaholics2022@gmail.com)

# ESTIMATE

Estimate #: EST001

Date: Aug 10, 2022

Total Due

Marty Campise  
[campisemarty@yahoo.com](mailto:campisemarty@yahoo.com)

Item	Price	Quantity	Total
Good earth Outdoor LED Motion Activated	\$89.98	3	\$269.94
Outdoor 48ft LED Lighting	\$54.99	10	\$549.90
Ring Floodlight Cam Wited pro	\$249.99	3	\$749.97
		Subtotal	\$1,569.81
		Grand Total	\$1,569.81

Thank you for doing business with Smokeaholics. We look forward to serving you.

*Carla Spencer*





**CUSTOM  
RESTAURANT  
FURNITURE**

6320 Long Dr, Houston, TX 77087

Tel: 832 280 7938 - Cell: 832 724 5392






**8/8/2022**

Carla Spencer

Smoke A Holics

Harker Height, TX 76548

713-594-7848 - smokeaholics2022@gmail.com

Quan				Price	Ext
3		Table Fiberglass 36x36	Wood Grain	\$279.00	\$837.00
3		Table Fiberglass 36R	Wood Grain	\$289.00	\$867.00
4		Table Fiberglass 36x72	Wood Grain	\$558.00	\$2,232.00
48		Outdoor Chair	RED	\$109.00	\$5,232.00
9		Barstool	RED	\$120.00	\$1,080.00

Terms:  
50% Deposit  
Balance b4 delivery  
No Credit/Debit Card

Mdse	\$10,248.00
Customer Pick up	\$0.00
Customer Install	\$0.00
Sub Total	\$10,248.00
Sales Tax	\$845.46
Total	\$11,093.46

## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "**Lease**"), dated as of the later of the dates accompanying the signatures by Landlord and Tenant hereafter, is by and between GLENN EMILE SEUREAU, II ("**Landlord**") and MARTY CAMPISE ("**Tenant**"), who agree as follows:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for the term, at the Rent and upon the conditions set forth below, that certain tract of land in the City of La Porte, Harris County, Texas, more particularly described as Lots 21, 22 and 23, Block 57, also known as 402 Main Street, La Porte, Texas 77571.

2. **Term.** The term of this Lease shall be for a period of one (1) year (the "**Lease Term**" or "**Term**"). The Term of this Lease shall commence at 12:01 a.m. on the Commencement Date (as defined in Paragraph 3 below). All obligations of Landlord and Tenant under this Lease will cease on the effective date of termination except for such obligations that survive termination.

3. **Commencement Date of Lease.** The commencement date of this Lease (the "**Commencement Date**") shall be AUGUST 1, 2022.

4. **Condition of the Premises.** Tenant shall take delivery of the Premises on the Commencement Date in its As-Is condition.

5. **Rent.** The rent ("**Rent**") for the Premises during the primary term shall be paid by Tenant to Landlord monthly in advance in the amount of \$50.00 due on or before the first day of each month. All Rents, as well as all other sums due or to become due Landlord hereunder shall be payable to Landlord at 4700 Oleander St. Seabrook, TX 77586 or at such other place as Landlord may from time to time designate in writing to Tenant.

6. **Renewal Option(s).**

(a) Provided that (i) no material adverse change has occurred in Tenant's financial condition, (ii) this Lease is in full force and effect, and (iii) no event of default shall exist under this Lease, either on the date Tenant exercises its Renewal Option (as hereinafter defined) or as of the effective date of the Renewal Term (as hereinafter defined), or would exist but for the pendency of any cure periods provided herein, Tenant shall have the option to extend the Term of this Lease with respect to the entire Premises for nineteen (19) additional separate, consecutive one (1) year periods (each a "**Renewal Term**"). The Renewal Option shall be subject to all of the same terms and conditions contained in the Lease except that the Renewal Rent (as hereinafter defined) shall be at the then prevailing Market Rent (as defined below) on the commencement date of the Renewal Term, provided that the Market Rent for the Renewal Term will never be lower than the Rent for the previous Lease Term. Tenant's respective options to renew shall be exercised, if at all (i.e., and if not so exercised, shall be deemed waived), by Tenant's giving to Landlord notice in writing of such exercise within one hundred

eighty days (180) days prior to the expiration of the then-existing term (initial term or renewal term) of this Lease ("**Tenant's Renewal Notice**").

(b) In the event Tenant timely provides Landlord with Tenant's Renewal Notice, Landlord shall notify Tenant ("**Landlord's Response**"), on or before one hundred fifty (150) days prior to the expiration of the then-existing term (initial term or renewal term) of this Lease of the Renewal Rent to be payable by Tenant during the Renewal Term. Upon receipt of Landlord's Response, Tenant shall thereafter have the right, exercisable by written notice to Landlord on or before ninety (90) days prior to the expiration of the then-existing term (initial term or renewal term), to either accept the terms set forth in Landlord's Response or reject Landlord's Response. In the event Tenant fails to reject Landlord's Response on or before ninety (90) days prior to the expiration of the then-existing term (initial term or renewal term), then it shall be conclusively deemed that Tenant shall have irrevocably exercised its Renewal Option for the Renewal Rent stated in Landlord's Response. In the event any date referenced in this Paragraph 6(b) falls on a day other than a business day, such date shall be deemed to be the next following business day.

(c) If Tenant rejects the terms in Landlord's Response and timely notifies Landlord thereof, Tenant may, in its written notice to Landlord, require that the determination of the Market Rent be made by brokers (and if Tenant makes such election, Tenant shall be deemed to have irrevocably renewed the Term, subject only to the determination of the Market Rent (as provided below). In such event, within ten days following Landlord's receipt of Tenant's written notice, each party shall select a qualified commercial real estate broker with at least ten years experience in leasing industrial property and buildings in the submarket of where the Premises is located. The two brokers shall give their opinion of the prevailing Market Rent within 20 days after their retention. In the event the opinions of the two brokers differ and, after good faith efforts over the succeeding 20-day period, they cannot mutually agree, the brokers shall immediately and jointly appoint a third broker with the qualifications specified above. In the event the two brokers are unable to agree upon a third broker within ten (10) days after the expiration of such 20-day period, then either Landlord or Tenant, on behalf of both, may upon five (5) days written notice to the other request appointment of such a qualified person by the American Arbitration Association (such appointment to be made within fifteen (15) days of such request), and the other party shall not raise any objections as to such Association's full power to entertain the application and make the appointment. After such appointment, this third broker shall immediately (within five days) choose either the determination of Landlord's broker or Tenant's broker and such choice of this third broker shall be final and binding on Landlord and Tenant. Each party shall pay its own costs for its real estate broker. Following the determination of the Market Rent by the brokers, the parties shall equally share the costs of any third broker. The parties shall immediately execute an amendment as set forth above. If Tenant fails to timely notify landlord in writing that Tenant accepts or rejects Landlord's determination of the Market Rent, time being of the essence with respect thereto, Tenant's rights under this Paragraph 6(c) shall terminate and Tenant shall have no right to renew this Lease.

(d) The Renewal Rent for the first year of each Renewal Term shall be an amount equal to the prevailing Market Rent plus such additional increases in Rent each year, if any, as described in Paragraphs 5(b) and (c) above. As used herein "**Market Rent**" shall mean

the then prevailing Market Rent for tenants of comparable quality for renewal leases for real property of comparable size, use, location and quality in the submarket where the Premises is located, taking into consideration the extent of the availability of real property as large as the Premises in the marketplace and all other economic terms then customarily prevailing in such renewal leases in said marketplace; provided, however, that the Market Rent will not take into consideration the value or use of any improvements Tenant made to the Premises.

7. **Use.** The Premises will be used and occupied for a restaurant, and any lawful purpose, and Tenant covenants and agrees that neither the Premises nor any part thereof shall be used, and that it will not use or suffer or permit the Premises or any part thereof to be used, for any immoral or unlawful purpose. Upon prior written notice thereof to Tenant, Landlord, or his agent or agents, shall have the right to enter upon the Premises at all reasonable times. Landlord and his agents shall comply with all of Tenant's safety and operational policies and procedures while upon the Premises, provided such policies and procedures do not conflict with the terms and conditions of this Lease; and provided further, such policies and procedures do not prevent Landlord from entering upon the Premises.

8. **Taxes.**

(a) The term "Taxes" as used herein shall mean all taxes, levies and assessments of every character imposed or assessed upon or against the Leased Premises by any governmental agency or authority having jurisdiction (including but not limited to any municipal utility district), and all drainage fees and assessments due to deed restrictions and/or owner or community associations, whether foreseen or unforeseen, including the Texas margin tax assessed against Landlord for the Premises; provided nothing herein shall require or be construed to require Tenant to pay any gift, estate, inheritance, excess profits, succession, capital levy, transfer tax, income tax, payroll tax or other tax assessment, mortgage, charge or levy arising out of the Rent payable by Tenant or other income received by Landlord, its successors or assigns. If at any time during the Term, the State of Texas, or any political subdivision of the state, including any county, city, city and county, public corporation, district, or the United States of America, levies or assesses against Landlord a tax, fee or excise: (i) on rents, (ii) on the square footage of the Leased Premises, (iii) on the act of entering into this Lease, (iv) on the occupancy of Tenant, or any other tax, fee, or excise, however described, including, without limitation, a so-called value added, business activity or gross receipts tax, as a direct substitution in whole or in part for, or (except in the case of (i) above) in addition to, any real property taxes, Tenant shall pay before delinquency said tax, fee, or excise.

(b) Subject to Tenant's protest right provided below, Tenant shall pay all Taxes during the Term directly to the taxing authority therefor not less than twenty (20) days prior to the date on which any such Taxes would become delinquent and shall provide evidence thereof to Landlord upon written request. Without waiver of any other remedies of Landlord for Tenant's failure to timely pay Taxes, Tenant shall be responsible for all damages, penalties and fines incurred by the Leased Premises or Landlord due to Tenant's failure to timely pay Taxes. Additionally, if Tenant fails to provide such evidence and Landlord, without having any obligation to do so, pays Taxes, Tenant shall reimburse Landlord for the full amount thereof upon demand. Taxes for the partial year in which the Commencement Date occurs and the year



in which the Term expires or this Lease is terminated shall (unless terminated for Tenant's default) be prorated between Landlord and Tenant.

(c) If any Taxes are paid by Landlord to any taxing authority for any tax year in installments, the amount payable by Tenant hereunder shall be payable in similar installments, and no amount shall be payable by Tenant on account of installments becoming payable after the expiration of the Term which are attributable to a period of time after the expiration of the Term or attributable to any period of time prior to the Commencement Date. If any assessment for new public improvements (and not for repair or replacement of existing public improvements) is payable only in a lump sum, rather than in installments, Tenant shall pay a pro rata share of such assessment based upon the proportion that the number of years remaining in the Term bears to the expected useful life of such new public improvements as determined by a third party consultant.

(d) Landlord shall within ten (10) days of receipt, deliver to Tenant statements, assessments and other notices relative to any tax or assessment; provided that Landlord's failure to timely deliver such notices shall in no way relieve Tenant of the obligation to pay Taxes. If Landlord's delay in delivering any such notices to Tenant is the direct and actual cause of late payment of Taxes, Landlord shall be responsible for any penalties due thereto.

(e) Tenant shall have the right, before delinquency occurs, of contesting, objecting to or opposing the legality, validity or amount of any such Taxes and to use a tax consultant chosen by Tenant; provided that prompt notice of such contest, objection or opposition shall be given to Landlord by Tenant at least twenty (20) days before any delinquency; and provided, further, that such contest, objection or opposition shall not be carried on or maintained after the aforementioned time limit for the payment of said obligations unless Tenant shall have duly paid the amount involved under protest or shall have procured and maintained a stay of all proceedings to enforce any collection thereof and shall also have provided for payment thereof, together with all penalties, interest, costs, and expenses, by a deposit of sufficient sum of money or by a good and sufficient undertaking as may be required or permitted by law to accomplish such a stay. In the event of any such contest, objection or opposition, Tenant agrees to pay and discharge any unpaid amounts finally determined to be due within thirty (30) days after receipt of the final determination thereof or within such later grace period as may be allowed by law.

(f) If any mortgagee of Landlord requires that Taxes be escrowed with such mortgagee, or after the occurrence of an Event of Default, Tenant shall pay to Landlord on a monthly basis, on the same date that Base Rent is due, an amount equal to 1/12 of the estimated total annual Taxes, as determined by Landlord. Tenant authorizes Landlord to use such funds to pay Taxes and to fund any escrows required by Landlord's mortgagee. If Tenant's total Tax payments for any year are less than the actual Taxes, Tenant shall pay the difference to Landlord within thirty (30) days after written demand, such to be accompanied by copies of applicable tax bills. If the total payments of Tenant are more than the actual Taxes, Landlord shall return such excess to Tenant within thirty (30) days after written demand by Tenant.

9. **Utilities.** Tenant shall provide and pay for all utility connections and services which Tenant desires to use while occupying the Premises as the charges therefor become due, including, but not limited to, electric power, gas, water, and sewerage.

10. **Tenant Improvements.** Tenant shall not construct any Tenant Improvements on the Premises without Landlord's prior written consent.

11. **Landlord's Lien.** Landlord shall have and is granted a valid first and prior lien upon the leasehold and upon all of the Improvements now upon or that may be placed upon said Premises, and also upon all of the goods, chattels, fixtures and other property which Tenant may own upon the Premises at any time during the Term of this Lease, to secure payment of all Rent and all other sums due Landlord hereunder. As to property stored on the Premises owned by others, this lien shall encumber the contractual rights held by Tenant and such property and such contractual rights as evidenced by written or by oral agreements shall be disclosed to Landlord within twenty (20) days of written notice of any default on the part of Tenant. Any and all exemption laws are hereby expressly waived by Tenant in favor of said lien. Said express lien shall not be construed as a waiver of any statutory lien now or hereafter existing in favor of Landlord, but the same shall be cumulative thereof and in addition thereto. Landlord agrees that he will, upon request of Tenant, subordinate said liens to any lien or liens created by Tenant to secure the payment of the purchase price of any equipment or other personal property which may be placed on the Premises by Tenant.

12. **Assignment and Subletting.**

(a) Tenant may not sell, convey, assign or mortgage its leasehold rights without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any sale, conveyance, or assignment of such leasehold rights shall be made subject to the provisions of this Lease, and any mortgage given or created by Tenant shall in all things and at all times be subordinate to the prior rights and lien of Landlord as herein expressed and reserved. An assignment of the Lease shall not release Tenant from its obligations under this Lease, and shall be made subject to the provisions of this Lease.

(b) Tenant may not sublease the Premises, or any portion thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any such sublease shall not release Tenant from its obligations under this Lease, and shall be made subject to the provisions of this Lease.

(c) An executed copy of any such sale, conveyance, assignment, mortgage, or sublease shall be delivered by Tenant to Landlord promptly after its execution.

(d) In the event of any verbal sublease, Tenant agrees to promptly inform Landlord of all the terms of any such verbal sublease.

13. **Repairs and Maintenance.** Tenant covenants and agrees that it will, at all times throughout the term of this Lease, at its own cost and expense, keep said Premises, including but not limited to, stabilization, drainage systems, roads, water lines, sewer lines, and all other appurtenances thereunto belonging, or adjacent to said Premises, in good, safe, secure, and

sanitary condition and repair, and will conform to all federal, state and municipal ordinances, laws, or regulations affecting said Premises, and will keep and save Landlord harmless from any penalties, damages or charges imposed or incurred for any violation of such ordinances, laws, or regulations, whether occasioned by act or neglect of Tenant or any of its agents, servants, employees, subtenants, or contractors then upon or using said Premises as a result of Tenant's occupancy of the Premises but not for latent defects on the Premises, if any. Tenant further covenants and agrees to indemnify and hold harmless and free from any loss, cost, damage, or expense arising out of any accident or other occurrence causing injury to any person or property, due directly or indirectly to the construction on, use or occupancy of said Premises, including all roads, buildings, sidewalks, driveways, and easements by Tenant or by any person holding under it. Tenant further agrees to hold Landlord harmless and free from any loss, damage, or expense arising out of the failure of Tenant to comply with the requirements and provisions of this Lease.

14. **Insurance.**

(a) Tenant shall insure the Premises against loss or damage by fire and other casualties included in the so-called "**All-Risk Extended Coverage Endorsement**" in an amount not less than one hundred percent (100%) of the replacement value thereof.

(b) Tenant shall also insure against property damage and public liability arising by reason of occurrences on or about the Premises in the amount of not less than \$500,000 in respect of loss or damage to property, in the amount of not less than \$2,000,000 in respect of injury to or death of any one person, and in the amount of not less than \$1,000,000 in respect of any one accident or disaster.

(c) It is agreed and understood that the insurance coverages provided for herein may be maintained pursuant to master policies of insurance covering other locations of Tenant or its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall name Landlord (and, if requested by Landlord, Landlord's mortgagee) as a loss payee or an additional insured, as appropriate.

(d) Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any claim ("**Injured Party**") may now or hereafter have (and to the extent permitted by applicable law, any claim any of its insurers may now or hereafter have based on subrogation or an assignment from its insured) against the other or the other's directors, officers, partners, members, managers, employees, contractors or agents (each a "**Released Party**"), for loss of or damage to any of Injured Party's property located in or constituting a part or all of the Premises, now or hereafter occurring, **EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF ANY RELEASED PARTY, OR IF ANY RELEASED PARTY IS STRICTLY LIABLE FOR THE LOSS OR DAMAGE**, if the loss or damage is covered by insurance, or if the loss or damage would have been covered by the terms of customary all-risk replacement cost property insurance required by this Lease, in each case without regard to the amount of deductible or the amount of proceeds, if any. Said policy or policies, duplicates thereof, or appropriate certificates evidencing their issuance as herein above provided, shall be deposited with Landlord upon execution of this Lease and annual renewals shall be deposited with Landlord thirty (30) days prior to expiration of the policy.

15. **Defaults by Tenant; Remedies.**

(a) **Defaults by Tenant.** The occurrence of any one or more of the following events shall, upon the expiration of the applicable cure period, constitute a material default and breach of this Lease by Tenant:

(a)(i) The failure by Tenant to make any payment of Rental or any other payment required to be made by Tenant hereunder as and when due; or

(a)(ii) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in subparagraph (a) above; or

(a)(iii) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within ninety (90) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease, where such seizure is not discharged within ninety (90) days.

(b) **Right to Cure.** Notwithstanding anything herein to the contrary, the occurrence of any event described in Paragraph 15(a)(ii) shall not be deemed a default under or breach of this Lease by Tenant unless and until Landlord has given written notice to Tenant of any such default or breach by Tenant and Tenant has failed to cure such default or breach within thirty (30) days after Tenant received notice thereof. Provided, however, that if the nature of Tenant's default or breach is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default or breach for up to an additional 30-day period, if Tenant commences such cure within the original thirty (30) day period and thereafter diligently prosecutes the cure to completion within the additional 30-day period.

(c) **Remedies.** In the event of any default or breach by Tenant as described above in this Paragraph 15, Landlord may at any time thereafter, and without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of such default or breach, exercise any one or more of the following remedies:

(c)(i) Seek payment of all amounts due under this Lease, when due. Unpaid installments of Rental or other sums shall bear interest from the tenth (10th) day after the date due until paid at the lower of (i) the highest lawful contract rate or (ii) ten percent (10%) per annum (the "**Default Rate**").

(c)(ii) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premise to Landlord. If Landlord elects this remedy, Tenant shall



remain liable for all amounts due pursuant to the terms of this Lease through the date the Lease is terminated.

(c)(iii) Maintain Tenant's right to possession, in which case this Lease shall continue in effect and Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rental as it becomes due hereunder.

(c)(iv) Pursue any other remedy now or hereafter permitted or available to Landlord under the laws or judicial decisions of the State of Texas.

(c)(v) Cure the default of Tenant itself; provided that if Landlord, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be immediately due from Tenant to Landlord upon payment and shall bear interest at the Default Rate from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. All such sums paid by Landlord together with interest thereon shall be additional rent hereunder.

Landlord's pursuit of any one remedy specified above shall not preclude its subsequent pursuit of another specified remedy.

16. **Damage by Fire or Other Casualty.** If any portion of the Premises or any improvements erected thereon, if any, is destroyed or damaged by fire or other casualty, Tenant shall immediately deliver written notice thereof to Landlord. Tenant may, at Tenant's sole discretion, commence to rebuild or repair any such damage at Tenant's sole cost and expense. In no event shall Tenant be required to rebuild any damaged improvements. If Tenant elects to rebuild or repair such damage, all insurance proceeds payable under property insurance policies maintained by Tenant covering the Premises shall be paid to Tenant and applied to the cost of repair. If Tenant elects not to rebuild or repair the Premises, Tenant shall, at its sole cost and expense, promptly remove the debris from the Premises, fill the elevation to a level grade and perform all work necessary to restore the Premises to the same or better condition that existed on the date of this Lease.

17. **Liability and Indemnification.** LANDLORD SHALL NOT BE LIABLE TO TENANT OR TENANT'S EMPLOYEES, AGENTS, PATRONS OR INVITEES, OR ANY PERSON WHOMSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY ON OR ABOUT THE PREMISES; AND TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD AND ITS DIRECTORS, OFFICERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY LOSS, CLAIM, DAMAGE, COST OR EXPENSE SUFFERED OR INCURRED BY LANDLORD BY REASON OF ANY SUCH DAMAGE OR INJURY. TENANT SHALL NOT BE LIABLE TO LANDLORD OR LANDLORD'S EMPLOYEES, AGENTS, PATRONS OR INVITEES, OR ANY PERSON WHOMSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY ON OR ABOUT THE PREMISES CAUSED BY THE WILLFUL MISCONDUCT OR NEGLIGENCE OF LANDLORD OR LANDLORD'S EMPLOYEES, CONTRACTORS OR AGENTS, AND LANDLORD AGREES TO INDEMNIFY, DEFEND AND HOLD

TENANT AND ITS DIRECTORS, OFFICERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY LOSS, CLAIM, DAMAGE, COST OR EXPENSE SUFFERED OR INCURRED BY TENANT BY REASON OF ANY SUCH DAMAGE OR INJURY CAUSED BY THE WILLFUL MISCONDUCT OR NEGLIGENCE OF LANDLORD OR LANDLORD'S EMPLOYEES, CONTRACTORS OR AGENTS.

18. **Condemnation.**

(a) If, during the term hereof, all of said Premises shall be taken for public or quasi-public purposes or are transferred in lieu of or to settle a condemnation proceeding, this Lease shall thereupon terminate, but if only part of the Premises be so taken, this Lease shall cease only as to the part so taken, and shall continue as to the part not taken, and the Rent herein reserved shall be abated in the proportion that the area so taken bears to the total area of the Premises hereby leased. Any and all sums awarded or allowed for the taking of the ground covered by this Lease, or any part thereof, or for damages for any such taking, shall belong to Landlord, and Tenant shall have no interest in or claim to such award, or any part thereof. Any and all sums awarded for the taking of Tenant's leasehold rights or any improvements placed upon the Premises by Tenant or for damages for any such taking, shall belong to Tenant, if a separate award is made and Landlord shall have no interest in or claim to such separate award, or any part thereof.

(b) In the event that so much of the Premises should be taken for public or quasi-public purposes or are transferred in lieu of or to settle a condemnation proceeding as shall render the Premises unfit for the uses to which Tenant intends to put the Premises, then and in that event Tenant shall have the right to declare this Lease canceled and terminated, provided that at such time Tenant shall not be in default in the performance of any of its obligations hereunder. If Tenant elects to cancel this Lease under the herein provisions, it shall give notice to Landlord of such election not less than thirty (30) after Tenant's receipt of notice of such taking.

(c) Landlord agrees to provide Tenant with copies of all notices, suits or demands pertaining to any condemnation proceeding or threat of condemnation proceeding within seven days of Landlord's receipt of the same.

19. **Surrender of Premises.** Tenant covenants and agrees that upon the termination of this Lease, whenever such termination shall occur pursuant to the terms hereof, it will peaceably surrender unto Landlord the Premises, together with the improvements at that time situated thereon which are herein above agreed to become the property of Landlord. If Tenant remains in possession of the Premises after the expiration of the Lease Term, such possession by Tenant shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days notice given at any time by either party and Tenant shall pay one-hundred fifty percent (150%) of the Rent. All other provisions of this Lease except those pertaining to the Lease Term shall apply to this month-to-month holdover tenancy.

20. **Intentionally Omitted.**

21. **Quiet Enjoyment.** Landlord covenants and agrees that Tenant shall forthwith have and be placed in possession of the Premises, and that Tenant, so long as it shall pay the

Rent herein above agreed upon and shall keep and perform its covenants herein set forth, shall peaceably hold and enjoy the Premises, without hindrance or interruption by Landlord or any other person or persons whomsoever.

22. **Binding Effect.** This Lease and all of the provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, and all of the conditions, covenants and limitations herein set forth shall be and are hereby agreed to be covenants running with the land. This Lease contains the entire agreement between the parties, and no change or modification of this Lease shall be made except by express written agreement.

23. **Notice.** Whenever either party hereto, or anyone claiming by, through, or under either party hereto, desires, or for the enjoyment of any of the rights created hereby is required, to give notice to or to make demand upon the other party, or anyone claiming by, through or under the other party, it shall be sufficient service of such notice or demand on such other party, or anyone claiming by or through, or under such other party, to mail a copy of such notice or demand upon such other party, by certified mail, return receipt requested, postage prepaid, addressed to such other party, at the following post office address:

Landlord: Glenn Emile Seureau, II  
4700 Oleander St. Seabrook,  
TX 77586

Tenant: Marty Campise  
1902 Roscoe  
LaPorte, Texas 77571

Any change of address by either party hereto shall be of no force and effect until notice of such change of address shall have been served upon the other party by certified mail, return receipt requested as herein above provided.

24. **Personal Property Taxes.** Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against Tenant's personal property installed or located in or on the Premises and that become payable during the Term hereof. If any taxes on Tenant's personal property are levied against Landlord or Landlord's property, Landlord and Tenant shall attempt to cause the taxing authority to separate Tenant's personal property from Landlord's personal property, and forward future personal property tax invoices pertaining to Tenant's property directly to Tenant. In the event Tenant's personal property is not co-mingled with Landlord's personal property, but the invoice is forwarded to Landlord for payment, Landlord shall immediately forward such invoice(s) for such taxes to Tenant, and Tenant shall pay such taxes directly to the taxing authority prior to delinquency. Thereafter, Landlord and Tenant shall attempt to cause the taxing authority to forward future personal property tax invoices pertaining to Tenant's property directly to Tenant. If any taxes on Tenant's personal property are levied against Landlord or Landlord's property, Landlord shall immediately forward a copy of the invoice(s) for such taxes to Tenant, accompanied by a statement from Landlord denoting Tenant's share of such invoice(s). Landlord shall timely pay such taxes to the appropriate taxing authority before the assessment of any late

charge, interest or penalties. Within thirty (30) days of delivery of such statement and invoice(s) to Tenant, Tenant shall pay to Landlord the amount reflected on the statement. In the event Tenant fails to timely pay such statement, such failure shall be considered an event of default under the terms of this Lease and Landlord may pursue any and all rights available hereunder.

25. **Mechanic's Lien.** AT ALL TIMES DURING THE TERM OF THIS LEASE, TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AGAINST ALL LIENS AND CLAIMS OF LIENS FOR LABOR, SERVICES, MATERIALS, SUPPLIES, OR EQUIPMENT PERFORMED ON OR FURNISHED TO THE PREMISES AT THE DIRECTION OR ORDER OF ANY PERSON OTHER THAN LANDLORD, LANDLORD'S EMPLOYEES, AGENTS OR CONTRACTORS. Tenant may contest any claim, charge or lien (including but not limited to mechanics' and materialmen's liens) and such contest on the part of Tenant and any failure to pay or perform the matter under contest, shall not be or become a breach or default under this Lease so long as the contest is conducted diligently, in compliance with applicable law, and by proceedings sufficient to prevent enforcement of the matter under contest and Tenant shall pay any amount adjudged by a court of competent jurisdiction to be due, with all costs, interest and penalties thereon, before the judgment becomes subject to execution against the Premises.

26. **Time of Essence.** Time is of the essence with respect to each and every provision of this Lease. In the event the time of performance of any matter to be performed by Landlord or Tenant falls on a Saturday, Sunday, or a legal holiday under the laws of the United States or the State of Texas, the time of performance for such matter shall be extended until the next business day that is not a Saturday, Sunday, or legal holiday.

27. **Commission.** Landlord represents and warrants to Tenant, and Tenant represents and warrants to Landlord that neither party has incurred any liability, contingent or otherwise, for brokerage or finder's fee or agent's commissions or other like payments in connection with this Lease, or the transactions contemplated hereby; and each party hereby agrees to hold harmless and indemnify the other from any claims, demands, causes of action or damages resulting from a breach of such representation and warranty.

28. **No Implied Representations; "Net" Lease.** LANDLORD AND TENANT RECOGNIZE, STIPULATE AND AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, TENANT HAS ACCEPTED THE PREMISES IN ITS CURRENT "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES. WITHOUT LIMITING THE FOREGOING, LANDLORD MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, THE FITNESS OF THE PREMISES FOR THE OPERATION OF TENANT'S BUSINESS, THE FITNESS OF THE PREMISES FOR A PARTICULAR PURPOSE, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE. In addition, Tenant agrees that except as may be expressly stated otherwise in this Lease, this Lease is a "net" lease.

29. **Hazardous Materials.** Tenant hereby covenants to Landlord as follows:

(a) Tenant shall be responsible for all costs incurred in complying with any order, ruling or other requirement of any court, governmental body or agency (i) requiring Tenant to comply with any applicable Environmental Law relating to Tenant's Hazardous Material, or (ii) relating to or arising out of the presence of Tenant's Hazardous Material on the Premises. Tenant shall diligently pursue to completion all such work required in connection with the same.

(b) TENANT SHALL INDEMNIFY, DEFEND AND HOLD LANDLORD, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUCCESSORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES INCLUDING, WITHOUT LIMITATION, SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS FEES, CONSULTANT FEES, AND EXPERT FEES AND ALL DAMAGES RELATING TO OR ARISING OUT OF (I) THE PRESENCE OF TENANT'S HAZARDOUS MATERIALS ON THE PREMISES; (II) TENANT'S OPERATION OR VIOLATION OF ANY ENVIRONMENTAL LAW AT THE PREMISES; OR (III) THE INACCURACY OR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT IN THIS PARAGRAPH 29.

(c) As used herein, the term "**Hazardous Material**" means petroleum products, asbestos, underground storage tanks, and any other hazardous or toxic substance, material or waste which is or becomes regulated under any current or future Environmental Law whether originating from the Premises or, as to the Landlord and any third parties other than subtenant, assignees, licensees, consultants, contractors, subcontractors, invitees, director, officers, employees and agents of Tenant, migrating, flowing, percolating, diffusing or in any way moving onto or under the Premises.

(d) As used herein, the term "**Environmental Law(s)**" means any and all current or future federal, state and local laws or regulations (as well as obligations, duties and requirements relating thereto under common law) pertaining to (i) the protection of health, safety, and the environment, (ii) the conservation, management, or use of natural resources and wildlife, (iii) the protection or use of surface water, groundwater, water courses and wetlands, (iv) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, discharge, spill, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (v) pollution (including any release to air, land, surface water, and groundwater).

30. **Limitation of Landlord's Liability.** The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of fee title to the Premises. In the event of any transfer of such title or interest, the transferring party shall be relieved from all liability accruing under this Lease subsequent to the date of such transfer. The obligations contained in this Lease to be performed by Landlord shall be binding upon Landlord and Landlord's successors and assigns only during their respective periods of ownership. All liability of Landlord hereunder, including, without limitation, for damages for breach hereunder, shall be exclusively limited to and satisfied only out of Landlord's interest in the Premises and the proceeds of any applicable insurance.



31. **Non-Waiver.** Any waiver or breach of the covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination, or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance of any payment required hereunder shall not be deemed a waiver.

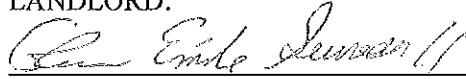
32. **Non-Disturbance; No-Subordination or Liens.** Upon request of Landlord, Tenant will in writing, within fifteen (15) business days after the request, subordinate its rights under this Lease to any future lien or any future deeds of trust to any bank, insurance company or other lending institution, hereafter in force against the Premises and upon any improvements hereafter placed upon the Land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof; provided, however, that as a condition to such subordination, Landlord shall obtain an agreement from any and all mortgagees that shall include a non-disturbance agreement which shall be executed by the party to whose interest Tenant subordinates its interest hereunder and shall meet the following requirements: (i) it shall provide that so long as Tenant is not in default under this Lease (beyond the applicable cure or grace period provided in the Lease), Tenant's leasehold estate, and Tenant's rights under this Lease including but not limited to possession, occupancy and use of the Premises in accordance with this Lease, shall remain undisturbed and shall survive any foreclosure, transfer in lieu of foreclosure or other enforcement of the mortgage or deed of trust, and any termination of any such lease, as the case may be; (ii) there shall be no change in the terms of this Lease, no diminution of Tenant's rights provided for in this Lease, and no additional liability of Tenant; and (iii) the documentation shall be otherwise satisfactory to Tenant in the exercise of its reasonable judgment.

33. **Attorney's Fees.** If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach or default under this Lease, or to interpret this Lease or any of the provisions hereof, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding whether or not the action or proceeding goes to final judgment, in addition to any other relief which it or they may be entitled to.

[Signature page follows]

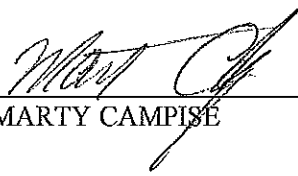
EXECUTED in duplicate at Houston, Texas this 1st day of August, 2022 .

LANDLORD:



\_\_\_\_\_  
GLENN EMILE SEUREAU, II

TENANT:



\_\_\_\_\_  
MARTY CAMPISE





CORTE

R402







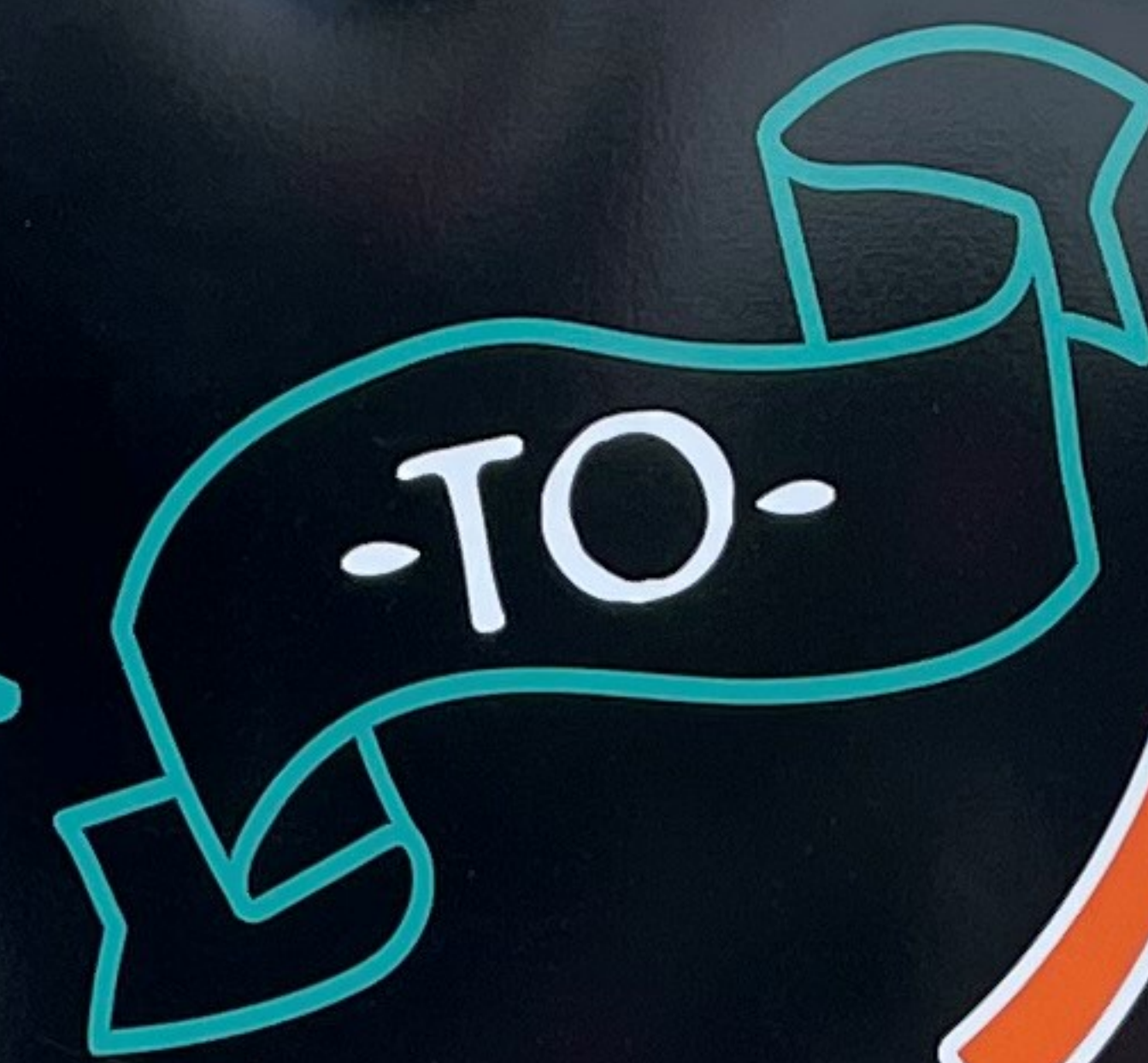








WELCOME



Main Street

La Porte's  
FIRST and ONLY  
Food Truck Park

Entertainment  
& Food Park







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

Agenda Date Requested: <u>September 26, 2022</u>
Requested By: <u>Matt Daeumer, Asst. City Manager</u>
Department: <u>CMO</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>015 – General CIP Enhancement Grant</u>
Account Number:	<u>015-9892-993-1100</u>
Amount Budgeted:	<u>\$255,007</u>
Amount Requested:	<u>\$4,600</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

**Exhibits:** Application packet, vendor quotes, photos, and site plan

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**SUMMARY & RECOMMENDATION**

In fiscal year 2009-10, the La Porte Development Corporation Board approved the Enhancement Grant Program; since its inception the Board has budgeted \$507,669. To-date, a total of \$252,662 has been disbursed to applicants for past approved and completed enhancement grant projects. Additionally, the Board has no pending enhancement grant projects to be disbursed. Therefore, the Board has an available fund balance for future enhancement grant project in the amount of \$255,007.

On August 15, 2022, staff received an Enhancement Grant application from Sitarambhai D. Bhakta for improvements to the Mayuri Products LLC business façade and awning, which is located at 207 W. Main Street in La Porte, Texas. The applicant is interested in removing and replacing the existing front door, fixing a metal sheet wall in the back of the building, removing the existing siding and replacing with hardy plank, installing a 3'x30' metal awning, and replacing the gutters. As mentioned, the building is located at 207 W. Main Street, which is just west of the Main Street and Broadway Street intersection. The applicant estimates a total capital investment of \$9,800 for this project, of which 50% (\$4,600) is eligible for reimbursement once the project is completed.

The applicant has provided the required bids with at least one bid from a local (La Porte) vendor. Below are the results of his bid:

- Gomez Contracting (La Porte) - \$23,050.00
- Texas FSG LLC (Pasadena) - \$12,700.00
- DanVM Remodeling and Construction (Houston) - \$9,800

Based on the submitted quotes, the lowest bidder is DanVM Remodeling and Construction at a bid amount of \$9,800. Therefore, staff estimates that the reimbursable amount would be 50% of the quote at \$4,600. Staff has provided documentation related

to the project and the applicant will be in attendance at the meeting to respond to any questions or concerns on this project.

The applicant has met the requirements of the Enhancement Grant application; therefore, staff recommends the Board approve this Enhancement Grant application for a reimbursable amount not to exceed \$4,600.

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**ACTION REQUIRED BY BOARD**

**Presentation, discussion and possible action to approve an enhancement grant in the amount not to exceed \$4,600 to the applicant, Sitarambhai D. Bhakta for the enhancements for his business, Mayuri Products LLC, which is located at 207 W. Main Street in La Porte, Texas.**

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**Approved for the La Porte Development Corporation Board meeting agenda**

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**Corby D. Alexander, City Manager**

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**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: 08-15-2022

Sitarambhai D. Bhakta

Applicant Name

Mayuri Products LLC

Business Name

202 West Main Street, La Porte, Texas 77571

Physical Business Address

Business Owner (if different from applicant)

1602 S. Broadway, La Porte, Texas 77571

Mailing Address

650-218-8735

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*):

Remove existing door and add a new door, and fix a metal sheet wall in the back of the building. Remove existing siding on front side and replace with hardy plank. Add 2 feet above front window and install 3' x 30' foot metal awning. Repair siding on building and replace gutters.



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. Dan VM Remodeling and Construction	\$9,800
2. Texas FSG	\$12,700
3. Gomez Construction	\$23,050
4.	\$
5.	\$

**BUDGET DETAIL**

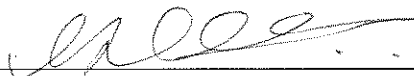
PROJECT EXPENDITURES	FUNDS	FUNDS APPLIED	TOTAL
Façade Rehab	\$9,800	\$	\$
Awnings/Signage	\$	\$	\$
Beautification	\$	\$	\$
Parking Lot Improvements	\$	\$	\$
Other (list):	\$	\$	\$
<b>TOTAL</b>	\$	\$	\$

Total estimated cost of proposed project: \$ 9,800

Amount requested (up to 50% of total cost, \$2,500 to \$50,000): \$ 4,600

*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

08/23/2022

DATE

# DanVM Remodeling and Construction

Daniel Vasquez

INVOICE

Mayuri products llc DBA salram caterers

4022 Valor St

207 main st

Houston, Texas 77093

la porte tx 77571

(713) 551-1764

(650)-218-8735

[vasquezdaniel70@yahoo.com](mailto:vasquezdaniel70@yahoo.com)

[ishvar1959@gmail.com](mailto:ishvar1959@gmail.com)

## Description 07/7/2022

We will remove the existing door and add a new door, and fix a metal sheet wall in the back of the building. On the front side we will remove existing sitelng and add a new hardy plane. Will add 2 feet above the window over hand, 3x30 ft metal roof. On the side wall we will remove the existing metal sheet and add a new metal sheet. We are going to replace the 36 linear ft picket wood fence. We will cover up the open ceiling 8x14, and will replace the 60 linear feet gutter.

All this price include all labor and materials - **\$9,800**

**n order to start this project you will need to make a down payment of %60 .**

Daniel Vasquez \_\_\_\_\_ Date \_\_\_\_\_

Mayuri products llc \_\_\_\_\_ Date \_\_\_\_\_

Thank you for your business. Please make all checks payable to Daniel  
Vasquez.

Texas FSG LLC

1404 Tupelo Ave.  
Pasadena, TX 77506

# Estimate

Date	Estimate #
7/28/2022	01522

Name / Address
Sai Ram Caterers 207 Main St La Porte, TX 77571

			Project
Description	Qty	Rate	Total
exterior Door replace and put new door front metal owning put new metals 3 x 30 ft 2 ft above the front window .  fix the fence at back of the property 36 Ln.Ft.  cover up the ceiling 8 x 14 .  replace the gutter 60 Ln. Ft.  All Above work is with material and labor.		12,700.00	12,700.00
<b>Above quote valid till 15 Days form the date we send estimate. 50 % Advanced &amp; 50 % after work Compe</b>			<b>Total</b>
			12,700.00

# Gomez Contracting

Albert Gomez 713-742-3542

Ishwa / Restaurant

407 Main St.

La Porte, Tx 77571 Phone # x 281-470-0445

## Job Quote/Contract

Date: 8/14/2022

### Exterior & Siding Repairs

<u>Job Description</u>	<u>Materials</u>	<u>Material Cost</u>	<u>Labor Price</u>
Remove all existing vinyl siding, & trim for front and side building, Install Veneer brick siding and trim around windows and corners.		8,000.00	\$6,500.00
Remove and replace front double doors and trim.		1,500.00	\$1,200.00
Install new front door awning.		650.00	\$850.00
Remove and replace damaged sheet metal siding for back building.		750.00	\$1,500.00
Paint all sides and trim.		\$450.00	\$1,650.00
	<b>Materialcost:</b>	\$11,350.00	
	<b>Labor Cost:</b>		11,700.00
	<b>Total Job Estimate:</b>		<b>\$23,050.00</b>

Materials and down payment are paid and covered by the customer in advance.

Final payment is due upon Job completion

Any extra labor or parts not on this contract can be revised and added

Contractor Signature: Albert Gomez

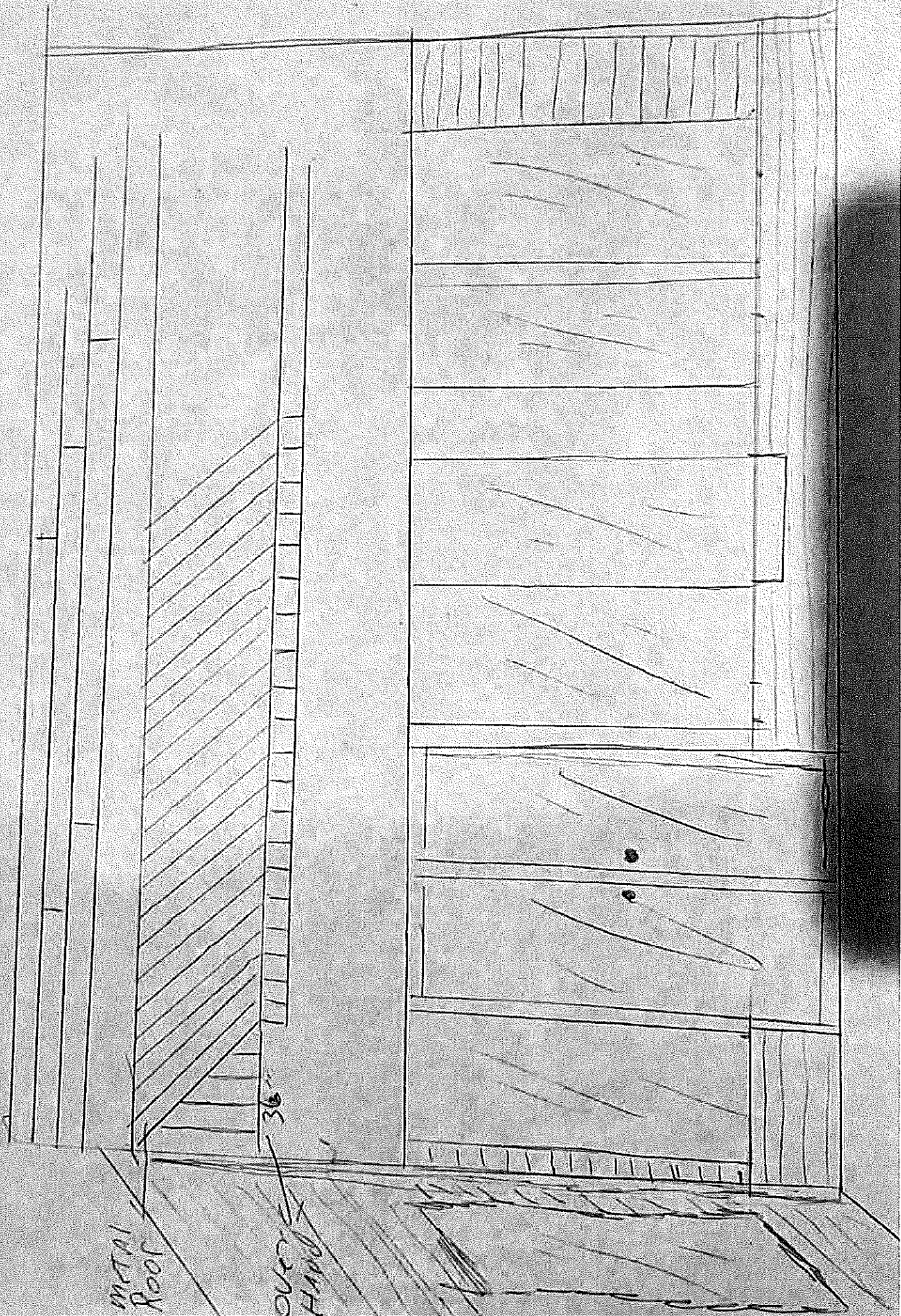
Date: 8/14/2022

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

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



FROM VIEW



METAL ROOF

OVER









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

Agenda Date Requested: <u>September 26, 2022</u>
Requested By: <u>Matt Daeumer, Asst. City Manager</u>
Department: <u>CMO</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

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

**Exhibits:** Bylaws for the Corporation

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**SUMMARY & RECOMMENDATION**

According to Section 3.02 of the Bylaws for the La Porte Development Corporation, the Board is required to elect a President and Vice-President for the next fiscal year by October 1st. The current President is Richard Warren and the current Vice-President is Nancy Ojeda.

Staff recommends the Board elect a President and Vice-President for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

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**ACTION REQUIRED BY THE BOARD**

**Presentation, discussion and possible action to elect a President and Vice-President for the La Porte Development Corporation Board for the fiscal year beginning October 1, 2022 and ending September 30, 2023.**

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**Approved for the La Porte Development Corporation Board meeting agenda**

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

\_\_\_\_\_  
Date

**BYLAWS  
OF THE  
CITY OF LA PORTE  
DEVELOPMENT CORPORATION**

These bylaws govern the affairs of the CITY OF LA PORTE DEVELOPMENT CORPORATION (the "Corporation") a nonprofit corporation organized under Article 5190.6, Section 4B, Vernon's Annotated Texas Civil Statutes, as amended (the 'Act').

**ARTICLE I**

**PURPOSES**

**General Purposes**

1.01. The Corporation acts on behalf of the City of La Porte, Texas in furtherance of the public purposes of the Act and may engage in any project authorized under Section 2(10) or Section 4B of the Act.

**Powers**

1.02. The Corporation has all the powers both express and implied, granted to corporations governed by Section 4B of the Act and by the Texas Non-profit Corporation Act.

**ARTICLE II**

**OFFICES**

**Principal Office**

2.01. The principal office of the Corporation in the State of Texas is located at 604 West Fairmont Parkway in La Porte; Harris County; Texas. The Corporation may provide for additional offices or change the location of any office.

**Registered Office and Agent**

2.02. The Corporation shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Corporation may change the registered office and the registered agent as provided in the Act.

## ARTICLE III

### BOARD OF DIRECTORS

#### Management of the Corporation

3.01. The affairs of the Corporation shall be managed by the Board of Directors.

#### Number, Qualifications and Tenure of Directors

3.02. The Board of Directors shall consist of seven members appointed by the City Council of the City of La Porte, Texas, for staggered two year terms of office. Not less than three (3) directors shall be persons who are not employees, officers or members of the governing body of the City of La Porte, Texas. Each director must reside within the City of La Porte, Texas.

The Board of Directors shall appoint a President and Vice-President by October 1 of each year. The President shall be the presiding officer for meetings and the Vice-President shall act in the President's absence.

#### Vacancies

3.03. A vacancy occurring upon the Board of Directors shall be filled for the unexpired term by appointment by the City Council of the City of La Porte, Texas.

#### Annual Meeting

3.04. The annual meeting of the Board of Directors shall be held during the month of March of each year. The Board of Directors shall designate the time and location of the annual meeting.

#### Regular Meetings

3.05. The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meeting shall be held within the City of La Porte, Texas, at a location designated by the Board of Directors.

#### Special Meetings

3.06. Special meetings of the Board of Directors may be held at the request of the President or any three Directors. A person or persons calling the meeting shall fix the time and location of the meeting.

The person or persons calling a special meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting. In addition to the posting of a meeting notice in accordance with these bylaws, a copy of each such meeting notice shall be delivered to each director not less than seventy-two hours before the time of the meeting. A meeting notice shall be deemed delivered to any director when deposited in the United States mail addressed to the director at his or her address as it appears on the records of the Corporation. Such additional notice may be waived in writing by a director at any time either before or after the time of the meeting and such additional notice shall be deemed waived by



attendance.

### **Notice of Meetings**

3.07. The Corporation shall be considered a "governmental body" within the meaning of Texas Government Code, Sec. 551.001, and notice of each meeting shall be given in accordance with the provisions of Texas Government Code, Chapter 551 (The Texas Open Meetings Act).

### **Quorum**

3.08. Four (4) Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The presence of a director may not be established by proxy. No business shall be conducted, nor shall any action be taken by the Board of Directors in the absence of a quorum.

### **Duties of Directors**

3.09. Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as directors of the Corporation, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation and which are not unlawful and shall refrain from actions not in the best interest of the Corporation or which would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

### **Duties of President**

3.10. The president shall be the chief executive officer of the Corporation. The president shall supervise and control all of the business and affairs of the Corporation. When the execution of any contract or instrument shall have been authorized by the Board of Directors, the president shall execute same except where such power is expressly delegated to another officer of the Corporation. The president shall perform other duties prescribed by the Board of Directors and all duties incident to the office of president.

### **Actions of Board of Directors**

3.11. The Board of Directors shall try to act by consensus. However, the vote of a majority of directors present at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors.

### **Proxy Voting Prohibited**

3.12. A director may not vote by proxy.



### **Removal of Directors**

3.13. The Board of Directors and each member thereof serves at the pleasure of the City Council of the City of La Porte, Texas, which may remove any director at any time, either with or without cause.

### **Committees**

3.14. The Board of Directors may by resolution establish one or more special or standing committees. Such committees shall have the powers, duties and responsibilities established by the Board. The committees shall keep regular minutes of their meetings and report the same to the Board of Directors when required.

### **Compensation of Directors**

3.15. The directors shall not receive any salary or compensation for their services. Directors may be reimbursed for their actual expenses incurred in the performance of their duties. Travel expenses shall be reimbursed under the City's travel policy.

### **Attendance**

3.16. Regular attendance at the Board meetings is required of all directors. Members who miss more than twenty-five (25%) of called meetings, except for medical reasons, shall be subject to removal by City Council.

### **Ex-Officio Members**

3.17. The City Council may appoint Ex-Officio members to the Board of Directors as it deems appropriate. These representatives shall have the right to take part in any discussion of open meetings, but shall not have the power to vote in the meetings. Ex-Officio members shall serve a term of one calendar year.

## **ARTICLE IV**

### **OFFICERS**

#### **Officer Positions**

4.01. The officers of the Corporation shall be a secretary who shall be the City Secretary (or their designee) of the City of La Porte, Texas and a treasurer who shall be the Finance Director (or their designee) of the City of La Porte, Texas.



## **Terms of Officers**

4.02. The officers of the Corporation shall serve as long as they are employed by the City of La Porte, Texas.

## **Removal of Officers**

4.03. Any officer may be removed by the City Council of the City of La Porte, Texas at any time, with or without good cause.

## **Vacancies**

4.04. A vacancy in any office may be filled by the City Council of the City of La Porte, Texas for the unexpired portion of the officer's term.

## **Secretary**

4.05. The Secretary shall:

- ◆ Give all notices as provided in the bylaws or as required by law.
- ◆ Take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records.
- ◆ Maintain custody of the corporate records, authenticate corporate documents and affix the seal of the Corporation as required.
- ◆ Keep a register of the mailing address of each director and officer of the Corporation.
- ◆ Perform duties as assigned by the president or Board of Directors.
- ◆ Perform all duties incident to the office of secretary.

## **Treasurer**

4.06. The treasurer shall:

- ◆ Have charge and custody of and be responsible for all funds and securities of the Corporation.
- ◆ Receive and give receipts for moneys due and payable to the Corporation from any source.
- ◆ Deposit all moneys in the name of the Corporation in banks, trust companies, or other depositories as provided by these bylaws.
- ◆ Write checks and disburse funds to discharge obligations of the Corporation.
- ◆ Maintain the financial books and records of the Corporation.
- ◆ Prepare financial reports at least annually.
- ◆ Perform other duties as assigned by the Board of Directors.
- ◆ Prepare an annual budget.
- ◆ Perform all duties incident to the office of treasurer.



◆ **Compensation of Officers**

4.07. The officers shall not receive any salary or compensation for their services. Officers may be reimbursed for their actual expenses incurred in the performance of their duties. Travel expenses shall be reimbursed under the City's travel policy.

**ARTICLE V**

**TRANSACTIONS OF THE CORPORATION**

**Contracts**

5.01. The Board of Directors may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of or on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

**Depository Bank**

5.02. All funds of the Corporation shall be deposited with the City's depository bank.

**Potential Conflicts of Interest**

5.03. The members of the Board of Directors are local public officials within the meaning of Texas Local Government Code Chapter 171. If a director has a substantial interest in a business entity or real property which is the subject of deliberation by the Board of Directors, the director shall file an affidavit with the secretary of the Corporation stating the nature and extent of the interest. Such affidavit shall be filed prior to any vote or decision upon the matter by the Board of Directors, and the interested director shall abstain from any vote or decision upon the matter.

**Council Approval**

5.04. The Board of Directors shall obtain prior City Council approval of all real estate acquisitions, real estate leases for over one year and or any long-term leases; contracts, expenditures, or debts over \$15,000.00; and bond issues or other debt extending beyond one year. The Board of Directors shall have the authority to enter into all other budgeted transactions without prior City Council approval. Amendments to the budget must be approved by the City Council.



## ARTICLE VI

### BOOKS AND RECORDS

#### Required Books and Records;

6.01. The Corporation shall maintain:

- ◆ Correct and complete books and records of account.
- ◆ The Corporation's books and records shall include a file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the Articles of Incorporation, any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or agent.
- ◆ A copy of the bylaws and any amended versions or amendments to the bylaws.
- ◆ Minutes of the proceedings of the Board of Directors.
- ◆ A list of names and addresses of the directors and officers of the Corporation.
- ◆ A financial statement showing the assets, liabilities, and net worth of the Corporation at the end of the three most recent fiscal years.
- ◆ A financial statement showing the income and expenses of the Corporation for the three most recent fiscal years.
- ◆ All rulings, letters, and other documents relating to the Corporation's federal, state and local tax status.
- ◆ The Corporation's federal, state and local information or income tax returns for each of the Corporation's three most recent tax years.
- ◆ Annual budget which is approved by City Council.

#### Records Open to Public

6.02. The Corporation shall be considered a "governmental body" within the meaning of the Texas Government Code, Sec. 552.003 and all records of the Corporation shall be made available to the public for inspection or reproduction in accordance with the requirements of the Texas Government Code, Chapter 552 (The Texas open Records Act).

#### Audits

6.03. The Corporation's books are required to be audited by the City's independent auditor on an annual basis. Cost of the audit will be paid by the Corporation.

## ARTICLE VII

### PERSONNEL

7.01. Any full-time or part-time personnel positions that the Corporation may establish will be subject to the personnel policies of the City. The City Manager has full authority in personnel matters.



## **ARTICLE VIII**

### **AMENDMENTS TO BYLAWS**

8.01. The bylaws may be altered, amended, or repealed by the affirmative vote of four or more members of the Board of Directors with the consent of the City Council of the City of La Porte, Texas or shall be altered, amended or repealed at the direction of the City Council of the City of La Porte.

## **ARTICLE IX**

### **MISCELLANEOUS PROVISIONS**

#### **Legal Authorities Governing Construction of Bylaws**

9.01. The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Development Corporation Act of 1979 applicable to corporations governed under Section 4B of that Act are incorporated within these bylaws by reference. In the event of any conflict between the applicable provisions of such Act and these bylaws, then the applicable provisions of such Act shall control.

#### **Legal Construction**

9.02. If any bylaw provision is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

#### **Headings**

9.03. The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

#### **Seal**

9.04. The Board of Directors shall provide for a corporate seal. Such seal would consist of two concentric circles containing the words "City of La Porte Development Corporation", and "Texas" in one circle and the "incorporated" together with the date of incorporation of the Corporation in the other circle.

#### **Parties Bound**

9.05. The bylaws shall be binding upon and inure to the benefit of the directors, officers and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors and assigns except as otherwise provided in the bylaws.



**Fiscal Year**

9.06. The fiscal year of the Corporation shall begin on the first day of October of each year and end on the last day of September of the following year.

**Effective Date**

9.07. These bylaws, and any subsequent amendments hereto, shall be effective of and from the date upon which approval has been given both by the Board of Directors and the City Council of the City of La Porte, Texas.

Adopted this October 6th, 1999

Patricia Musto  
President of the Board

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting secretary of the CITY OF LA PORTE DEVELOPMENT CORPORATION, and the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Board of Directors held on the 6th day of October, 1999, and approved and ratified by the City Council of the City of La Porte, Texas, at a meeting held on the 12th day of July, 1999.

Signed this 6th day of October, 1999.

Mattha A. Hells  
Secretary of the Corporation