

RESOLUTION NO. 12-279

**A RESOLUTION APPROVING A GRANT TO DONELL
LAVALAIS FOR EXTERIOR RENOVATION TO THE
PROPERTY LOCATED AT 440 6TH STREET UNDER THE
OPERATION DOWNTOWN SITE IMPROVEMENT
GRANT PROGRAM**

WHEREAS, on May 9, 2009, a ballot proposition was presented to and approved by the qualified voters in the City of Port Arthur, Texas (the "City") for the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") to utilize Section 4A sales and use tax funds for "the cost of demolition of dilapidated structures and infrastructure limited to streets and roads, rail spurs, water and sewer utilities, electric and gas utilities, drainage, site improvements and related improvements necessary to promote or develop new or expanded business enterprises within a project area from 7th Street to the Intracoastal Canal and from Martin Luther King, Jr. Drive to Lake Charles Avenue within the City"; said authority limited to the PAEDC's expenditure of not more than \$750,000 per year for said projects (the "Ballot Proposition"); and

WHEREAS, Donell Lavalais submitted an application for funding of exterior renovations to a building located at 440 6th Street in accordance with the application attached hereto as **Exhibit "A"** (the "Application") and made a part hereof for all purposes; and

WHEREAS, on May 7, 2012, the Board of Directors of the PAEDC considered and approved funding the Application of Donell Lavalais in the amount of \$9,285.00 for the purpose of exterior renovations as outlined in the Application; and

WHEREAS, funds are available during fiscal year 2011-2012 from the funds allocated in the Ballot Proposition for improvements outlined in the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the PAEDC is hereby authorized to allocate \$9,285.00 of funds from the Ballot Proposition for fiscal year 2011-2012 to fund the exterior renovations under the Application submitted by Donell Lavalais for the property located at 440 6th Street.

Section 3. That a copy of this Resolution shall be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 12th day of June A.D., 2012, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Prince; Mayor Pro Tem Lewis,
Councilmembers Scott, Segler, Albright, Ducet,
Williamson, Freeman and Thomas.
_____;

NOES: _____.

Deloris Prince
Deloris "Bobbie" Prince, Mayor

ATTEST:

Sherri Bellard
Sherri Bellard, City Secretary

APPROVED:

A handwritten signature in cursive script, reading "Floyd Batiste".

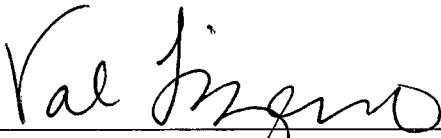
Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

A handwritten signature in cursive script, reading "Guy N. Goodson".

Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:

A handwritten signature in cursive script, reading "Valecia R. Tizeno".

Valecia R. Tizeno, City Attorney

EXHIBIT A

City of Port Arthur Section 4A Economic Development Corporation
OPERATION DOWNTOWN
Infrastructure Grant Agreement
(Small Project)

This Infrastructure Grant Agreement (the "Grant Agreement") is executed as of this ____ day of _____, 2012 (the "Effective Date") between the **City of Port Arthur Section 4A Economic Development Corporation**, a Texas economic development corporation authorized to do business in the State of Texas under Section 504, Texas Local Government Code and as authorized by Resolution No. ____, City Council of the City of Port Arthur, 4173 39th Street, Port Arthur, Texas 77642 (the "PAEDC" or "Grantor") and **Donell Lavalais** (the "Grantee").

RECITALS

A. Grantor through a ballot proposition and an election held May 9, 2009 (the "Election"), has allocated funds in certain fiscal years of the PAEDC for **"specific infrastructural improvements necessary to promote or develop new or expanded business enterprises"** in a designated area in downtown Port Arthur, Texas

B. Grantor through the authorization received from the Election has established **Operation Downtown**, a downtown improvement program of the PAEDC for site improvements and related improvements necessary to promote or develop new or expanded business enterprises together with **Guidelines** identifying eligible projects and a procedure for applications for funds.

C. Grantee has submitted an application for a site improvement grant to Grantor providing for a project more fully identified in the application which Grantor has approved and is attached hereto and is incorporated herein for all purposes as **Exhibit "A"** (the "Application").

D. Grantor has received and approved the Application of Grantee and authorized a grant to Grantee in the total amount of Nine Thousand Two Hundred Eighty Five and 00/100 (\$9,285.00) Dollars (the "Grant") which Grantor will distribute to Grantee pursuant to this Grant Agreement.

E. The Grant will be used by the Grantee solely to finance the costs of eligible infrastructure improvements (the "Project").

F. Grantor shall comply with the Operation Downtown improvement program regulations (the "Guidelines") attached hereto as **Exhibit "B"**.

NOW, THEREFORE, IN CONSIDERATION of the RECITALS which are incorporated in this Grant Agreement as fully set forth below and for other good and valuable consideration of the receipt and sufficiency is hereby acknowledged, PAEDC and Grantee agree to the following conditions and procedures for the grant:

1) **Grant Amount and Approved Infrastructure Improvements.** PAEDC has agreed to provide a grant in the maximum amount of \$9,285.00 (the "Grant Amount") to Grantee to fund qualified infrastructure improvements as set forth in the Application (the "Cost Estimate"). Any costs in excess of the Cost Estimate shall be solely borne by Grantee unless a supplemental grant is approved by PAEDC. If the final Project amount is less than the Cost Estimate, PAEDC shall only advance an amount equivalent to 25% of the final cost expended in the Project.

2) **Payment Procedures.** Reimbursement of the Grant Amount will be paid to Grantee upon completion of the Project. The Project will be considered complete when all of the following have been satisfied:

- a) PAEDC determines that all improvements set forth in the Cost Estimate attached as **Exhibit "C"** to this Grant Agreement have been completed;
- b) PAEDC determines that there is no unresolved permit or compliance issues with the City of Port Arthur related to the Project;
- c) PAEDC receives the following documentation from Grantee;
 - (i) copies of all signed contracts or work orders from all contractors, subcontractors and material suppliers that completed Project-related work;
 - (ii) copy of all paid invoices for Project-related work within invoices marked paid or signed and dated by the contractor with all Project expenditures having been paid by check by Grantee;
 - (iii) copy of certified payroll for all employees, contracts, labor or independent contractors providing any and all labor on the Project; and
 - (iv) copy of lien waivers from all contractors, subcontractors and material suppliers that provided Project-related work, including goods, and materials.
- d) PAEDC is not a party to or subject to the terms or conditions outlined in the Cost Estimate attached as **Exhibit "C"** to this Grant Agreement, nor is it responsible for any payments directly to any contractor or subcontractor of the Grantee.

3) **Timeline.** The Project shall begin only after the execution of this Grant Agreement. The Project shall be completed as set forth in the Application within 120 days from the later of (i) execution of this Grant Agreement or (ii) the issuance of a Notice to

Proceed by Grantor to its contractor (the "Completion Date"). PAEDC must receive from Grantee a written request for time extension prior to the expiration of the period set forth in the preceding sentence if any unforeseen delays occur. Granting an extension is at the sole discretion of PAEDC.

4) **Project Changes.** As stated herein, Grantee may make revisions to the Project, but may not make any improvements that result in changes to infrastructure improvements heretofore approved by PAEDC without PAEDC's approval. Grantee retains the right to expand the Project at its sole cost and expense with additional improvements or costs to be solely borne by Grantee.

5) **Representations and Warranties of Grantee.** Grantee represents and warrants as follows:

- a) **Ownership.** Grantee acknowledges that he together with his wife is the owner of the property upon which the infrastructure improvements described in the Project shall be completed ownership of the property is in accordance with that certain Quitclaim Deed, dated February 17, 2012 attached hereto as **Exhibit "D"** to this Grant Agreement.
- b) **Joinder.** Grantee has executed this Agreement and is joined in the execution of this Agreement by his wife as an owner of the Property as described in **Exhibit "D"** and by execution by the agreement and acknowledgment of the wife of the Grantee. She as co-owner of the property has agreed to the undertaking of all of the covenants, conditions, and joins in the representation and warranties of Grantee set forth herein as though she had been named as an Applicant to the same extent as the Grantee, and hereby consents to the construction of the improvements as identified in the Cost Estimate.
- c) **Validity of Grant Documents.** All of the Grant Documents have been properly executed and will:
 - (i) Not violate any laws or regulations of any municipal, regional or state Government Authority;
 - ii) Not violate any provision, or result in a breach, of any document or agreement binding on the Grantee or affecting its property; and
 - iii) Constitute the valid and legally binding obligations of the Grantee, fully enforceable against the Grantee, in accordance with their terms.
- d) **Legal Actions.** There is no: (1) claim pending or, to the best of the Grantee's knowledge threatened, in any court or before any governmental agency; or (2) investigation by or before any governmental authority, that:
 - (i) Questions the validity or enforceability of any of the Grant Documents, or any action taken, or to be taken, under any of them;

- (ii) Is likely to result in any material adverse change in the authority, properties, assets, liabilities, or conditions (financial or otherwise) of the Grantee that would materially impair the Grantee's ability to perform any of its obligations under all of the Grant Documents; or
 - (iii) Affects the Project.
- e) Grant Document Defaults. There is no event of default (including a Default) on the part of the Grantee under any of the Grant Documents, and no event has occurred or is continuing that, with notice, or the passage of time, or both, would constitute an event of default (including a Default) under any of the Grant Documents.
- f) Compliance With Laws. Upon Grantee's knowledge, information and belief, the Grantee has complied with all Laws.
- g) Approvals. Grantee has obtained, or expects to obtain prior to the commencement of the Project, all approvals from and reviews by all, Governmental Authorities required by all Laws applicable to the Project.
- h) Project Budget. The Project Budget sets forth all of the expected costs of, and sources of funds for, the Project, and has been approved by the Grantor.
- i) Reimbursement. Grantee acknowledges that no portion of the Grant Amount shall be paid to Grantee except as a reimbursement for amounts paid, pursuant to the Cost Estimate and as to the work set forth in **Exhibit "C"** to this Grant Agreement, and that no portion of Grant proceeds except for such reimbursement shall be retained by Grantee.
- j) Taxes. All taxes imposed upon the property payable by Grantee have been paid prior to the date when any interest or penalty would accrue for nonpayment, except for those taxes being contested in good faith and by appropriate proceedings.
- 6) Covenants of Grantee. The Grantee shall:
 - a) Performance. Promptly perform all of its obligations in the manner provided in the Grant Documents.
 - b) Use of Grant Proceeds. Use the Grant for Eligible Project Costs, as set forth in the Project Budget, and in further compliance with the following: (i) an adjustment in the use of the Grant within an existing category set forth in the Project Budget shall not require an amendment to this Grant Agreement if the adjustment is consistent with the purpose of the Grant as set forth in the Application; (ii) an adjustment in the use of the Grant between existing categories set forth in the "Budget Overview" section of the Project Budget in

an amount not to exceed ten percent (10%) of the category from which the Grant proceeds are to be deducted shall not require an amendment to this Grant Agreement if the adjustment is consistent with the purpose of the Grant as set forth in the Application; and (iii) no other adjustments to the Project Budget shall be permitted without the advance written authorization of the Grantor, as evidenced by an amendment to this Grant Agreement.

- c) Completion. Use its best efforts to cause the Project to be completed by the Completion Date.
- d) Compliance with Laws. Comply with all Laws applicable to the Project.
- e) Records. Keep, in accordance with generally accepted accounting principles, any books, records, and other documents as may be reasonably necessary to fully account for the amount and disposition of the Grant, the costs incurred to perform the Project, and the source of all funds expended towards the costs of the Project ("Project Records"). All Project Records shall be maintained at the offices of the Grantee, and Grantee shall make Project Records available to Grantor or its duly authorized representative for inspection, copying, audit and examination during normal business hours. All Project Records shall be maintained until three years after discharge of all duties owed to Grantor or longer if required by Grantee's document retention policies.
- f) **INDEMNIFICATION.** GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND GRANTOR, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY, OR ITS FAILURE TO ABIDE BY ALL APPLICABLE ENVIRONMENTAL LAWS, RULES AND REGULATIONS ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S OPERATION AND CONSTRUCTION OF IMPROVEMENTS CONTEMPLATED BY THIS GRANT AGREEMENT ON GRANTEE'S SITE.
- g) Project and Financial Reports. During the construction of the Project and following its substantial completion:
 - (i) Grantee shall submit to the Grantor any and all information or reports requested to verify that the Grantee has met all obligations as specified herein. Grantee shall submit to the Grantor a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen and

subcontractors have been released, and that there are no claims pending of which the Grantee has been notified. The submission of these reports and information shall be the responsibility of Grantee and shall be signed by the duly authorized representative of Grantee.

- (ii) Grantee shall submit the information and/or reports required herein on or before the day that is ten days after the earlier of (i) the date of issuance of the Certificate of Occupancy and the Grantee opens for business; or (ii) the date on which they are requested by the Grantor. If Grantee fails, within thirty (30) days after receipt of written notice from the Grantor, to submit the information and/or reports, then Grantor's obligations.
- (iii) All submittals in this Grant Agreement shall be to the Grantor.

- (h) **Taxes and Claims.** Pay all applicable taxes, assessments and claims as they become due, except for those being contested in good faith by appropriate proceedings.

7) Release of Claims. Grantee releases, relinquishes and discharges the Grantor, its officers, agents and employees from all claims, demands and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of, any person (whether they be either of the parties hereto, their employees or other third parties) and any loss of or damage to property (whether property of either of the parties hereto, their employees, or of third parties) or their respective failure to abide by all applicable environmental laws, rules and regulations that is caused by or alleged to be caused by, arising out of, or in connection with Grantee's operation of or construction of improvements contemplated by this Grant Agreement on Grantee's site.

By entering into this Grant Agreement, Grantor does not consent to suit, waive its governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act.

- 8) Certifications.** By signing below, Grantee makes the following certifications:

- a) All information provided in connection with Grantee's Application is true and correct to the best of Grantee's knowledge.
- b) Any misrepresentation or false statement made by Grantee, or an authorized agent of Grantee, in connection with Grantee's Application, whether intentional or not, will constitute grounds for denial of the Application and/or revocation of the Grant.
- c) Grantee does not and will not knowingly employ an undocumented worker who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. Grantee understands that if, after receiving a grant, Grantee is

convicted of a violation under 8 U.S.C. §1324a(f), Grantee shall repay the amount of the Grant with interest, at the rate and according to the other terms provided by an agreement under §2264.053 of the Texas Government Code, not later than the 120th day after the date of the public agency, state or local taxing jurisdiction, or Grantor notifies Grantee of the violation.

9) **Defaults and Remedies.** The following events shall constitute a Default under this Grant Agreement:

- a) Any Grant proceeds are used for any purpose other than Eligible Project Costs.
- b) The Grantee breaches any covenant, representation, warranty or other provision of this Agreement, which breach is not cured within 30 calendar days from the date of receipt of written notice (as provided below) of the breach from the Grantor.
- c) The Grantee breaches any covenant, representation, warranty, or other provision in any other Grant Document, which breach continues beyond any applicable grace or cure period.
- d) Any statement made in any certificate, report or opinion (including legal opinions), financial statement, or other document furnished in connection with the Grant was incorrect in any material respect when made.
- e) The Grantee fails to comply with any requirement imposed by any Governmental Authority in connection with the Project within 30 days after written notice of the requirement is made or within any other time period set by the Governmental Authority; or if any proceeding is commenced or action taken to enforce any remedy for a violation of any requirement of a Governmental Authority in connection with the Project.
- f) The Project is not completed by the Completion Date as required by this Agreement.
- g) A permanent or preliminary injunction, excluding an ex parte injunction, is issued by a court of competent jurisdiction that lasts for more than 90 days and prohibits the Grantee from carrying out any of its Obligations as set forth herein.
- h) Without the prior written consent of the Grantor, the Grantee is dissolved by operation of law or in any other manner.
- i) Any court of competent jurisdiction makes a final order: (i) adjudicating the Grantee a bankrupt, (ii) appointing a trustee or receiver of a substantial part of the property of the Grantee, (iii) approving a petition for, or affecting an

arrangement in, bankruptcy, a reorganization pursuant to federal bankruptcy law, or any other judicial modification or alterations of the rights of the Grantor or of creditors of the Grantee, (iv) assuming custody or sequestering any substantial party of the property of the Grantee; or (v) attaching or garnishing any substantial party of the property of the Grantee; or if the Grantee (a) files such petition; (b) takes or consents to any other actions seeking any such judicial order; (c) makes an assignment for the benefit of creditors; (d) fails to pay debts generally as they become due; or (e) makes an admission in writing of inability to pay debts generally as they become due.

The following events shall constitute a Remedy under this Grant Agreement:

- a) Upon the occurrence of any Default, the Grantor may:
 - (i) Require the immediate repayment of the entire outstanding amount of the Grant and immediate payment of any Obligations;
 - (ii) At any time proceed to protect and enforce all rights and remedies available to the Grantor under this Agreement or by Law, by any other proceedings, whether for specific performance of any agreement contained in this Agreement, damages, or other relief;
 - (iii) Suspend or terminate the Grantee's authority to receive any undisbursed Grant proceeds at any time by written notice to the Grantee; and
 - (iv) Exercise any of its rights and remedies under any of the Grant Documents.
- b) All remedies provided for in this Agreement or by Law are cumulative and are in addition to any other rights and remedies available to the Grantor under any Law. The exercise of any right or remedy by the Grantor shall not constitute a cure or waiver of any Default, nor invalidate any act done pursuant to any notice of Default, nor prejudice the Grantor in the exercise of those rights.
- c) The failure of the Grantor to insist upon performance of any term of this Agreement shall not constitute a waiver of any term of this Agreement. No act of the Grantor shall be construed as an election to proceed under any one provision in this Agreement to the exclusion of any other provision.
- d) If the Grantor suspends or terminates this Agreement, the rights and remedies available to the Grantor shall survive the suspension or termination.
- e) In no event shall Grantee's total liability to Grantor be greater than the actual amount of funds disbursed by Grantor to Grantee for the Project under this Agreement.

10) PAEDC Promotional Activities. Grantee agrees to participate in the following promotional activities to showcase the renovations and the improvements:

- a) allow PAEDC to place a temporary sign on the property prior to and for a period of not to exceed 3 months after completion of the Project; the sign shall denote the assistance of PAEDC and the completion of the Project;
- b) allow PAEDC to place before and after pictures of the Project on the PAEDC website including the amount of assistance provided (total Project costs may also be included with the agreement of Grantee);
- c) reference the PAEDC as a recipient of a PAEDC Operation Downtown Site Improvement Grant information materials including the amount of assistance provided (total Project costs may also be included with the agreement of Grantee);
- d) participate in other promotional activities as deemed appropriate and agreed upon by PAEDC and Grantee;

11) **Insurance.** Grantee shall maintain and keep in force during the term of the Project and at its expense casualty and liability insurance with an underlying policy or umbrella policy having an aggregate limit of liability no less than \$1 million and shall deliver evidence of the insurance naming the PAEDC as an additional named insured prior to the execution of this Grant Agreement.

12) **Notices.**

- (a) All communications between Grantor and Grantee made pursuant to this Agreement shall be in writing.
- (b) All communications shall: (1) when mailed, be effective three business days after deposit in the mails; (2) when sent for next day delivery by a reputable overnight courier service, be effective one business day after dispatch; and (3) when sent by fax, be effective when faxed and receipt of the communication is confirmed by a fax receipt. Communications shall be delivered to the office of the addressee, as follows:

- (i) Communications to the Grantor shall be sent to:

City of Port Arthur Section 4A Economic Development Corporation
P.O. Box 3934
Port Arthur, Texas 77642
Attn: Mr. Floyd Batiste
(409) 963-0579
fbatiste@paedc.org

With a copy to Counsel for the Grantor:

Guy N. Goodson
Germer Gertz, L.L.P.
550 Fannin, Suite 400
Beaumont, Texas 77701
(409) 654-6730
ggoodson@germer.com

- (ii) Communication to the Grantee shall be mailed to:

Donell Lavalais
3998 Donald Street
Port Arthur, Texas 77642
(409) 549-1462

- (c) The parties may change their notice addresses by sending written notice to the other parties.

13) **Assignability.** The rights and liabilities under this Agreement shall not be assigned by Grantee in whole or in part without the prior written consent of the PAEDC.

14) **Law and Ordinances.** Grantee shall be responsible to compliance with all applicable laws, regulations and ordinances including building and zoning codes and for obtaining all necessary building permits required for the Project.

15) **Disclaimer of Relationships.** The Grantee acknowledges that the obligation of the Grantor is limited to making the Grant on the terms set forth in this Agreement. Nothing in this Agreement, and no act of the parties or any one or more of them, shall be deemed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any other relationship between the Grantor and the Grantee.

16) **Governing Law.** This Grant Agreement shall be governed under the laws of the State of Texas, and venue for any matters arising under this Grant Agreement shall be in the courts of competent jurisdiction in Jefferson County, Texas.

17) **Illegality.** If performance of any Obligation would require the performing party to violate the Law, then the performance shall be reduced to the level permitted by Law, and if any provision of this Agreement is determined to be illegal or invalid by a court of competent jurisdiction, then such provision only shall be void as though not set forth in this Agreement, and the remainder of this Agreement shall remain in full force and effect.

18) **Force Majeure.** Neither party is liable for failure or delay in performing any of its obligations under this Agreement if the failure or delay is required in order to comply with any governmental regulation, request or order, or necessitated by other circumstances beyond the reasonable control of the party so failing or delaying, including but not limited to Acts of God, war (declared or undeclared), insurrection, fire, flood, accident, labor strikes, work

stoppage or slowdown (whether or not such labor event is within the reasonable control of the parties), or inability to obtain raw materials, supplies, power or equipment necessary to enable a party to perform its obligations. Each party will: (a) promptly notify the other party in writing of an event of force majeure, the expected duration of the event and its anticipated effect on the ability of the party to perform its obligations; and (b) make reasonable efforts to remedy the event of force majeure.

19) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one document.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this Agreement to be executed and delivered as of the date first above written.

[The remainder of this page is intentionally left blank.]

AGREEMENT EXECUTION

**CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION**

SIGNED AND AGREED TO on the _____ day of _____, 2012.

By: _____
President

By: _____
Secretary

Witness

Witness

ATTORNEY APPROVALS

APPROVED AS TO FORM:

Guy N. Goodson
General Counsel for PAEDC

VERIFIED AS CONSISTENT
WITH CITY COUNCIL RESOLUTION:

Resolution Number: _____

Valecia R. Tizeno, City Attorney

SIGNED AND AGREED TO on the _____ day of _____, 2012.

By: _____
Donell Lavalais

Witness

ACCEPTED AND AGREED TO AS SET FORTH IN THE GRANT AGREEMENT:

By: _____
Alona Lavalais

Witness

OPERATION DOWNTOWN
Site Improvement Grant Program
Application

APPLICANT INFORMATION

Is the applicant a: Corporation Partnership Proprietorship (Individual)

Name of Applicant: d/b/a

Donell Lavalais

Mailing Address:

3998 Donald St.

Contact Name: Alona Lavalais

Title: wife

Telephone: Work Home 409-549-1462 cell

Email: alona.mhenry@SBCGLOBAL.NET

Type of Business: banquet hall

PROPERTY INFORMATION

The Port Arthur Downtown Revitalization Target Area: _____

Street address of property to be improved: 440 6th St.

Legal Description: Lot Block Tax Account No Lt. 2 then Lt 5 Blk 109

Does the applicant own or lease the property. own

If leasing, please include copy of lease agreement and letter of approval from owner.

Is the property currently: occupied _____ vacant X if vacant, when will property be occupied (date) _____

What is the current and proposed use of the property?

banquet hall

How many **full time** employees, if any, does the business currently employ?

0

Do you anticipate hiring additional employees after the proposed improvements are complete? Yes X No _____

If so, how many more?

2

PROJECT INFORMATION

Description of Site Improvements and related improvements including improvements to facade:

new roof All doors replaced repair front windows security cage
for A/C condensers paint all areas needed scrap & paint drainage pipes,
security bars & awnings repair & replace outside electrical
new sign on building new landscaping

Estimated total cost of project: \$ 37,340.87 (Attach Project Budget form)

Grant funds are available up to **\$250,000** per eligible property.

When does the project need to begin? 4/14/12 Estimated time to complete
(Date)

job? 120
(# of days)

NOTE: Work must not start prior to contract execution.

Attach:

1. Recent photos of the property **(required)**
2. Budget and supporting estimates **(required)**
3. Copy of lease and/or letter from property owner granting approval or copy of warranty deed (if applicable)
4. Proof of funds for 75% of the total cost of the project **(required)**
5. Drawings or renderings that convey concept (if available)
6. Paint chips, color board or other samples (if available)

I certify that work has not started nor have I entered into any contract with any contractor for work to be covered under this grant application. I also understand that I will have to sign an agreement with the City of Port Arthur Economic Development Corporation to be approved by the City of Port Arthur regarding this grant award; a maintenance covenant will be filed to insure that the improvements will be maintained.

Applicant signature DONNELL LAVALAIS Date 4-10-12

Applicant printed name Donell Lavalais

EXHIBIT B

OPERATION DOWNTOWN

A Downtown Improvement Program of the City of Port Arthur Economic Development Corporation for Site Improvements and Related Improvements necessary to promote or develop new or expanded business enterprises

A key element of a revitalization effort is the return of activity to a business corridor. These first few steps can be the spark to ignite interest and spur new business excitement. Operation Downtown provides a catalyst for these first steps. New site improvements and related improvements such as fresh paint, new awnings or complete façade rehabilitation all signal that something positive is happening. Operation Downtown is a grant or conditional loan program available for site improvements and related improvements to business buildings located in Port Arthur Downtown Revitalization target areas (see attached map for target area boundaries). Projects will be granted up to \$250,000 to be matched by private or other source funds. For every three dollars of investment by private source funds into an Operation Downtown project Port Arthur Economic Development Corporation (PAEDC) will invest one dollar, not to exceed \$250,000 of public dollar investment.

The purpose of Operation Downtown is to promote or develop new or expanded business enterprises in the designated downtown area as per the proposition approved by the voters in the May 2009 Special Election for site improvements and related improvements necessary to promote or develop new or expanded business enterprises which will also do the following:

- Reverse the deterioration of business structures in the targeted areas.
- Enhance efforts to market vacant space and attract new businesses.
- Stimulate new, private investment and economic growth.
- Promote consistency in design and create a fresh and aesthetically pleasing environment.
- Assist property owners with the appropriate exterior rehabilitation of their buildings and bring them up to code.
- Reduce the perception of crime.
- Invest in historic preservation and rehabilitation.

This package contains other documents detailing the application process and information to assist you in completing the application. The package includes:

- This cover letter
- Basic Procedures and list of eligible projects
- Blank Application
- Map

For more information, contact:
Port Arthur Downtown Revitalization Program
4173 39th Street
Port Arthur, TX 77642
409-963-0579

ELIGIBLE PROJECTS

Project Description

PAEDC may provide a grant or conditional loan forgivable over five (5) years to owners of public facilities or other eligible properties to undertake site improvements and related improvements which can include comprehensive exterior repair and façade upgrades or renovations and infrastructure improvements including sidewalk repairs and landscaping in and adjacent to the public right-of-way. If a project is funded through a conditional loan rather than a grant, the conditional loan will be forgiven over a five (5) year period at a rate of 20% for each year that the property is occupied as approved by PAEDC. Grants or conditional loan assistance shall be provided to the property owners on a reimbursement basis as projects progress or may be paid upon completion of renovations. All conditional loans shall be secured by private sector matching investment of three to one dollar from the property owner or a financial institution. Conditional loans may be secured, as required by PAEDC, by a mortgage on the property to be improved or other approved collateral.

Eligible Properties

Applications may be submitted for public facilities or business properties, either owner or tenant occupied within the Port Arthur Downtown Revitalization target areas. Owners of vacant buildings are encouraged to apply and improve property as a catalyst for future occupancy. Mixed use buildings with retail/commercial in the storefront are also encouraged.

Non Eligible Properties

Properties used primarily as residences are not eligible for Operation Downtown.

Eligible Applicants

Public entities or private property owners of commercial properties in eligible areas may apply for assistance. Tenants may apply for assistance if they provide an executed lease of terms of not less than five (5) years beyond the date of the requested completion of improvements joined in the application by the property owner. The City of Port Arthur and the PAEDC Board of Directors may each make a request for a grant for a new or existing project without the requirement for matching funds during the 4th quarter of each year of the Operation Downtown project if funds are available and with applications from private property owners or tenants having priority for such funds. Any approved project by public or private applicants must be completed within twelve

(12) months from the effective date of a grant and/or conditional loan subject to the option of PAEDC to extend the completion period.

Exceptions

The Port Arthur City Council and the PAEDC Board of Directors are each allowed to submit grant applications as specified herein without matching funds within the three year period of the Program dependent on availability of funds.

Eligible Improvements

Operation Downtown will fund site improvement and related improvement projects. All improvements must be permanent or fixed. Eligible improvements may include, but are not limited to:

- complete facade and site rehabilitation;
- replacement of broken window panes, aluminum or wood windows and broken store front glass;
- scraping, priming, and painting of window frames, cornice and store front;
- painting of brick facade and sites where brick has been previously painted;
- repair or replace deteriorating signage and brackets when attached to the building;
- repair or replace missing or broken tile;
- repair or replace worn awnings or canopies;
- removal of metal slipcovers to expose original materials;
- certain types of security elements or security recommendations;
- rehabilitation of the upper facade and site and display areas or side walls of a building may also be eligible if street level improvements are approved;
- roof repair when incidental to overall facade and site improvements;
- Restore old historical facades;
- Street scape including removal and/or relocation of utilities, landscaping, sidewalk improvements; and
- Other site improvements as authorized by the proposition approved by the voters in the May 2009 Special Election

Other minor repairs when incidental to overall façade improvements such as:

- ✓ exterior lighting;
- ✓ certain types of security elements or security recommendations;
- ✓ roof repair;
- ✓ repair of sidewalk, ADA accessibility;
- ✓ detached signage;
- ✓ new construction;
- ✓ parking lots;
- ✓ landscaping;
- ✓ other improvements as approved by the EDC

In addition, professional, architectural, and City permit fees may be included in the total improvement costs.

Ineligible Improvements

The following improvements are not eligible for funding:

- burglar bars; and
- fencing.

BASIC PROCEDURE

Step 1 - Applicant Eligibility

- Public entities or property owners are eligible to apply for Operation Downtown funds if the business is 1 - located within a Port Arthur Downtown Revitalization target area; and 2 - utilized primarily for business purpose (this does NOT include residences or apartments) or for public facilities.
- For information for Port Arthur Downtown Revitalization target area boundaries see map included herein or contact the Operation Downtown Coordinator or Port Arthur Downtown Revitalization Coordinator or the EDC CEO.
- If needed, a meeting at the site with the applicant, their contractor and Port Arthur Downtown Revitalization staff can be arranged to discuss the application process, area design guidelines and/or to develop a preliminary design concept.

Step 2 – Complete The Application

- The application (enclosed herein) is to be completed by the applicant (business owner, property owner or tenant). A completed application must contain information for all three parts: applicant information, property information and project information. Incomplete applications may result in delays in processing.
- Design assistance or preliminary project discussion meetings may be arranged if the applicant is uncertain what improvements are needed or would like suggestion. Inquires may be made to the Operation Downtown Coordinator at 409-963-0579.
- A completed application should be submitted to:
 - Port Arthur Downtown Revitalization Program
 - Port Arthur Economic Development Corporation
 - ATTN: Floyd Batiste, CEO
 - 4173 39th Street, Port Arthur, TX 77642
- Once an application is received, the Operation Downtown Coordinator will confirm eligibility of the site and the proposed scope of work, notify the applicant that the application has been received and is under review, and arrange a Project Review meeting.
- Projects that are eligible for funding will be considered on a first come, first served basis. There is no deadline; applications are accepted year round. However, projects may be limited due to budget constraints and funding availability. Any approved project by public or private applicants must be

completed within twelve (12) months from the effective date of a grant and/or conditional loan subject to the option of PAEDC to extend the completion period.

Step 3 - Project Review & Contract Execution

- A Project Review meeting is required to be conducted prior to contract execution and construction beginning.
- A Design Review Team (Sub committee from PAEDC Board) will conduct the Project Review meeting with the applicant to review the application. A site visit may also be helpful but is not required.
- The Design Review Team will discuss the merits of the project and form a **recommendation** to either fund the project, or require the applicant to make changes and re-submit.
- The Design Review Team recommendation is presented to the PAEDC Board of Directors.
- If the recommendation is accepted by the EDC Board of Directors, the Design Review Team recommendation will be presented to the applicant to accept or withdraw.
- If approved, a Grant or Conditional Loan Agreement (Agreement) will be prepared by the EDC and affiliated attorneys or by the City Attorney and then forwarded to the EDC Board of Directors and to the City Council for approval
- The applicant and the EDC will sign the Agreement. A fully executed Agreement will be returned to the applicant. **Start of the construction prior to the date of contract signing will void the grant.**

Step 4 – Construction

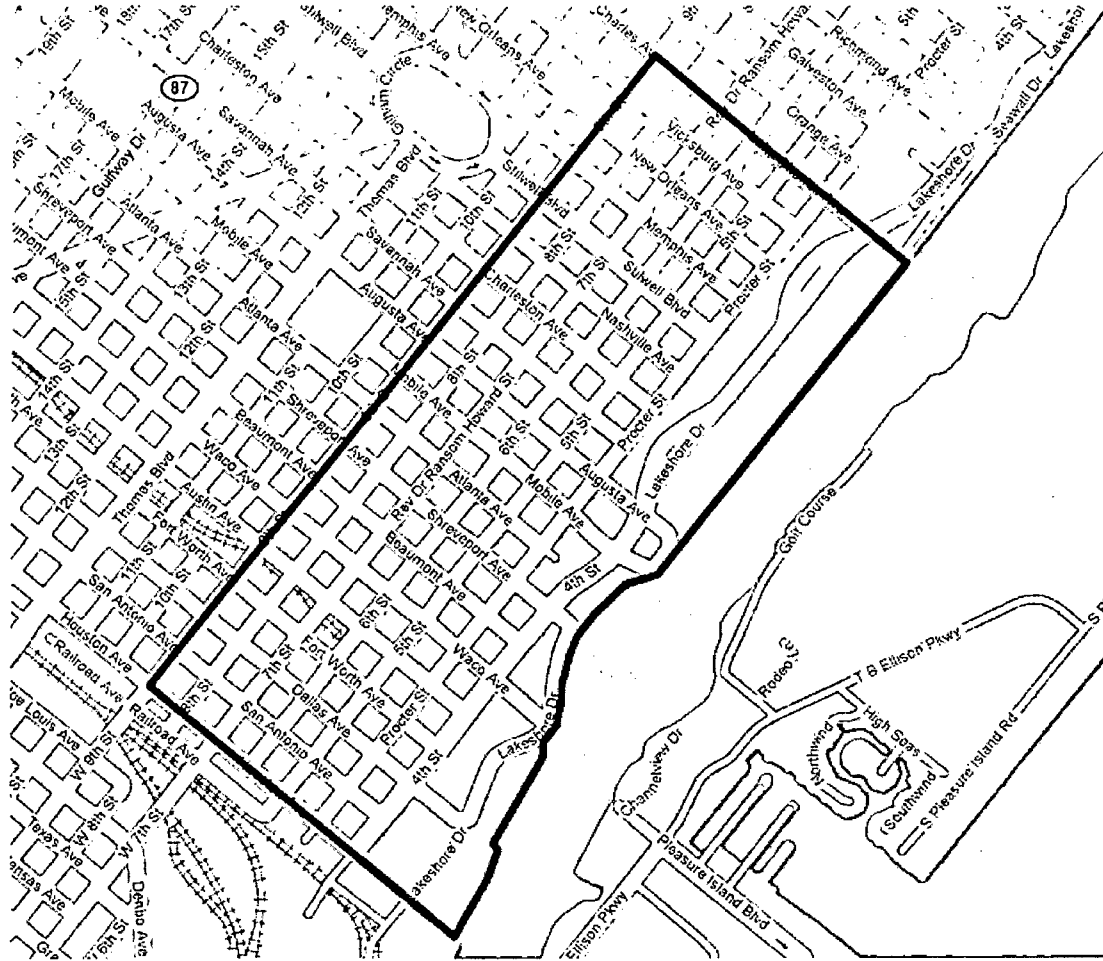
- A Pre-Construction Meeting will be held to go over construction scope of work, change orders, as well as other procedures. This meeting will usually be held on site, prior to construction but after the contract is signed. It is helpful if the applicants as well as contractors are present.
- If the improvements require a building permit, or approval from the Texas Historic Design and Review Commission, the applicant must comply. The City of Port Arthur Planning staff may be able to assist in the process on the applicant's behalf.
- A Sub committee from Board or City staff may monitor the progress and make periodic inspections during the project.

Step 5 – Reimbursement

- Funds will be provided on a reimbursement basis or upon final completion of a project.
- Reimbursement will be processed at 90% rate with 10% retained until completion of the work.
- Applicant will contact the PAEDC or City staff to conduct a final inspection. If all parties are satisfied with the work, the PAEDC and applicant will sign off on completion of the improvement.

- The applicant will complete the Project Completion form and submit it along with copies of invoices, canceled checks, asking for final reimbursement of applicable costs.
- When **all** work and documentation is received, the PAEDC staff will request payment. A final check will be sent to the applicant.

Downtown Revitalization Target Area Map



The boundaries of the Downtown Revitalization Target area are Lakeshore Drive to the south, Houston Avenue to the west, 9th Street to the north and Lake Charles Avenue to the East. Properties on both sides of the right-of-way of the boundary roads will be considered for Operation Downtown funding.

OPERATION DOWNTOWN
Site Improvement Grant Program
Application

APPLICANT INFORMATION

Is the applicant a: Corporation Partnership Proprietorship Individual

Name of Applicant: d/b/a _____

Mailing Address: _____

Contact Name: _____ Title: _____

Telephone: Work Home _____ Email: _____

Type of Business: _____

PROPERTY INFORMATION

The Port Arthur Downtown Revitalization Target Area: _____

Street address of property to be improved: _____

Legal Description: Lot Block Tax Account No _____

Does the applicant own or lease the property. _____

If leasing, please include copy of lease agreement and letter of approval from owner.

Is the property currently: occupied _____ vacant _____ if vacant, when will property be occupied (date) _____

What is the current and proposed use of the property?

How many **full time** employees, if any, does the business currently employ? _____

Do you anticipate hiring additional employees after the proposed improvements are complete? Yes _____ No _____

If so, how many more?

PROJECT INFORMATION

Description of Site Improvements and related improvements including improvements to facade:

Estimated total cost of project: \$ _____ (Attach Project Budget form)

Grant funds are available up to **\$250,000** per eligible property.

When does the project need to begin? _____ Estimated time to complete
(Date)

job? _____
(# of days)

NOTE: Work must not start prior to contract execution.

Attach:

1. Recent photos of the property **(required)**
2. Budget and supporting estimates **(required)**
3. Copy of lease and/or letter from property owner granting approval or copy of warranty deed (if applicable)
4. Proof of funds for 75% of the total cost of the project **(required)**
5. Drawings or renderings that convey concept (if available)
6. Paint chips, color board or other samples (if available)

I certify that work has not started nor have I entered into any contract with any contractor for work to be covered under this grant application. I also understand that I will have to sign an agreement with the City of Port Arthur Economic Development Corporation to be approved by the City of Port Arthur regarding this grant award; a maintenance covenant will be filed to insure that the improvements will be maintained.

Applicant signature _____ *Date* _____

Applicant printed name _____

EXHIBIT C

	Donell and Alona Lavalais	440 6 th Street	
	Roof Replacement	26,550.00	
	Outside Electrical	1750.00	
	Outside Repair tp building	7,750.00	
	Attached signage	590.87	
	Clean-up outside	200.00	
	Landscaping-rear and front of building	550.00	
Total			37,340.87

©1998 REDIFORM® 7L721

INVOICE NO.

0028

Flat Roof
Commercial.

RAUL GANDARA

SOLD TO:	Donnell Lavalais
ADDRESS:	440 6th St
CITY, STATE, ZIP	PA TX 77640

SHIP TO:	
ADDRESS:	N/A
CITY, STATE, ZIP	

CUSTOMER'S ORDER _____	SOLD BY: <i>RAV</i>	TERMS:	F.O.B. _____	DATE: <i>3-28-12</i>
---------------------------	---------------------	--------	-----------------	----------------------

1	TEAR OFF			
2	Touch AN			
3	Complete Roof			
4	281'6" base sheet			
5	New vents			
6	Clean up / haul off			
7	Windstorm Inspection			
8				
9		TOTAL	26,550 ⁰⁰	
10				

Date: 4/6/2012
Invoice #100

Afona & Donell Lavalais
440 6th Street
Port Arthur, Texas 77640
409-549-1462

Salesperson	Job	Payment Terms	Due Date
Claude	Outside electrical service-Breaker box		

Qty	Description	Unit Price	Line Total
	Labor and materials		
	Install 200 Amp 3 phase meter socket		
	2" IMC riser for service		
	Weather head		
	Install new service 3/0 copper conductors		
	Repair existing conduits on back of building		
	Install proper grounding for service		
	Electrical Permit		

Subtotal
Sales Tax
Total 1750.00

Thank you for your business!

Ricky Bingham
Bridge City, TX.
(409)460-2715
rbing73@yahoo.com

Alona Henry
440 6th Street
Port Arthur, TX.

Proposal

- (1) Remove front door and sides and install new door. Either install a bigger door or install some type of new sides.
- (2) Remove covering where back door use to be and build out a new frame and install new door.
- (3) Remove all burglar bars, clean, prep, and paint and re-install all except over the front doors/ make sure to cover holes where old bars were.
- (4) Build a security cage for the outside a/c units
- (5) Remove paint from back of building and clean front sidewalk entrance
- (6) Remove old signs from front of building
- (7) Paint awning in front of building
- (8) Replace front windows
- (9) Repair all holes to building
- (10) Paint and repair extended part of building
- (11) Remove rust and paint drainage at rear of building
- (12) Sand and paint side parking rail
- (13) Remove, replace and paint side door and bars.

Labor and materials for the work described above \$7,750.00

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mattress match.

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TEMPUR-PEDIC
COLLECTION

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Quote

From: "FASTSIGNS 50" <FASTSIGNS.50@fastsigns.com>

Thursday, April 5, 2012 3:54 PM

To: "alona@henry@sbcglobal.net" <alona@henry@sbcglobal.net>

Folders

Inbox (3)

Drafts (1)

Sent

Spam (22)

[Empty]

Trash

[Empty]

My Photos

My Attachments

Alona

Thank you for allowing me to quote this project for you. I quoted a alum panel with full color graphics price includes install and tax. 590.87
Thanks again
Nic Fontana

FASTSIGNS®
4108 N. Dowlen Rd.
Beaumont, Tx. 77706

V. (409) 892-2300
F. (409) 892-9325
www.fastsigns.com/50

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[Show]

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For file attachments over 3MB go to our web page and click on "send a file"

University of Phoenix

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Business	VBA
Nursing	Education
Education	Doctoral
Communications	Business Admin.
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Alona Lavalais
3998 Donald Street
Port Arthur, TX

FOR: DONELL LAVALAIS
Landscaping for 440 6th Street

DATE: APRIL 10, 2012

Cash Only

From: Solomon

DESCRIPTION	AMOUNT
Pavers at back door and near condenser slab---add river rocks	
Remove grass from both areas near street and place small palm, river rocks and landscaping stone	
Treat grass to kill weeds in front	
Cut out all small bushes growing in hedges	
Trim hedges	
Add river rock to hedge bedding and fill in with green plants	
TOTAL	550.00

550⁰⁰
 Labor + materials

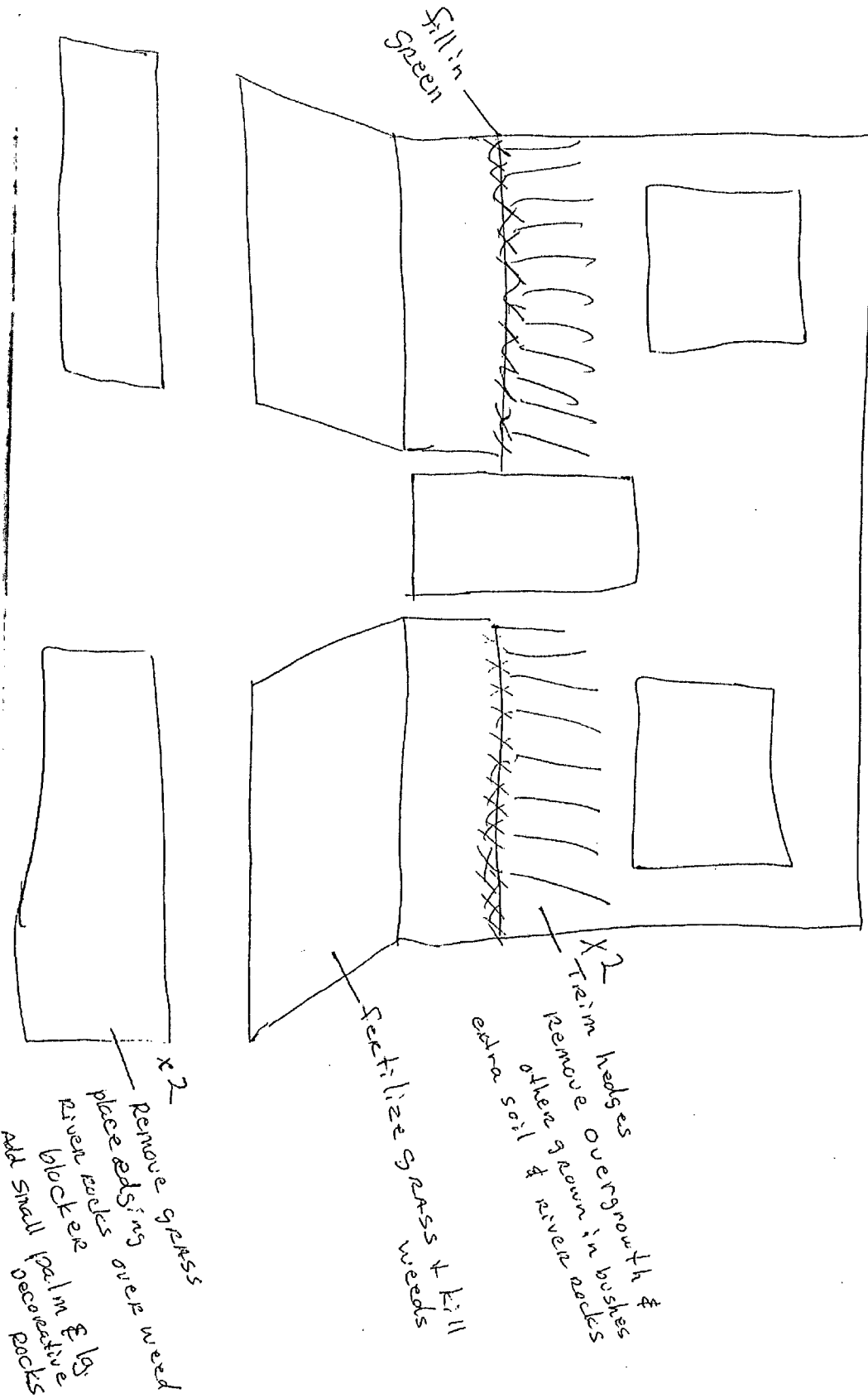


EXHIBIT D

Quitclaim Deed

Jesse Ballou on behalf of the Golden Gate Civic & Social Club, an individual with an address of 440 E. 6TH STREET, PORT ARTHUR, TX 77640 U.S.A., in consideration of \$30,000.00 and other good and valuable consideration to Grantor paid, the receipt of which is acknowledged, does hereby remise, release and forever quitclaim to DONELL LAVALAIS, an individual with an address of 3998 DONALD STREET, PORT ARTHUR, TX 77642 U.S.A., ("Grantee"), all right, title and interest of Grantor, if any, in and to the following real estate:

Property
Address:

440 E. 6TH STREET

PORT ARTHUR, TX

77640 U.S.A.

Legal
Description:

Lots numbered Two through Five (2 THRU 5) in Block Numbered One Hundred Nine (109), of the CITY OF PORT ARTHUR, in Jefferson County, Texas, as the same appears upon themap or plat thereof on file and of record in Volume 1 Page 50 Map Records of Jefferson County, Texas.

Subject to real estate taxes and assessments for the current year and subsequent years.

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any, and also to applicable zoning, land use and other laws and regulations.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Grantee and Grantee's heirs, successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED between Grantor and Grantee that Grantor makes no representations, covenants or warranty of any kind whatsoever. By this instrument, the parties intend that Grantor release to Grantee whatever interest Grantor may have in the above property, if any.

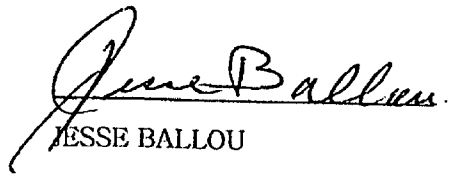
440 E. 6TH STREET, PORT ARTHUR, TX 77640 U.S.A.,

IN WITNESS WHEREOF, this Quitclaim Deed is executed under seal on February 17, 2012.

Signed, sealed and delivered in the presence of:

WITNESS

GRANTOR

 & JESSE BALLOU (Seal)
JESSE BALLOU

Jesse Ballou on behalf of the Golden Gate Civic & Social Club

WITNESS



TOM PARKER

 TOM PARKER JR.

STATE OF

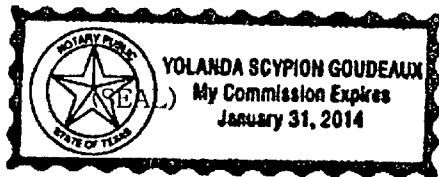
TEXAS

COUNTY OF Tefferson

In the presence of TX on the 17 day of February 2012, before me, a Notary Public in and for the above state and county, personally appeared Jesse Ballou on behalf of the Golden Gate Civic & Social Club, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he executed said instrument for the purposes therein contained as his free and voluntary act and deed.

Yolanda Scypion Goudeaux
NOTARY PUBLIC

My Commission Expires: 2014



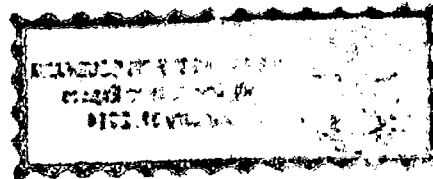
(SEAL)

This Quitclaim Deed was prepared by: _____

The street address of the property being conveyed is: _____

Send future tax bills to: _____

Return To: Donell Lavalis
3998 Donnell Street
Port Arthur, TX 77642



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

2012 Feb 17, 03:04 PM

2012005334

WILLIAMS: \$20.00

CAROLYN L. GUIDRY, COUNTY CLERK

JEFFERSON COUNTY, TEXAS

AFFIDAVIT

STATE OF TEXAS

COUNTY OF JEFFERSON

JESSE BAILOU SR being duly sworn, or having duly affirmed to tell the truth, stated personally before me:

That they are competent under the law to give this affidavit and unless stated have personal knowledge of the facts stated herein:

As President, of the Golden Gate Civic and Social Club, I did sign and was authorized to sign the deed selling the property located at 440 6th Street in Port Arthur, TX to Donell Lavalais.

Sworn or affirmed before me on April 16, 2012

Jesse Bailou Sr
Notary Public Torian Todd Alexander

Commission Expires 9/21/2015

