

NOTICE: ANY SUBJECT APPEARING ON THIS AGENDA, REGARDLESS OF HOW THE MATTER IS STATED, MAY BE ACTED UPON BY THE BOARD OF DIRECTORS OF TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION.

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS MEETING

AGENDA

FEBRUARY 6, 2019 - 2:30 P.M.
CITY HALL CONFERENCE ROOM
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

1. ROLL CALL

2. NEW BUSINESS
 - b. Consider and take action on Resolution No. 19-06, approving an incentive agreement with Brixmor for property located at the intersection of SH 146 and Palmer Highway - sometimes known as the Kroger Center.

 - c. Consider and take action on Resolution No. 19-07, approving expenditures to purchase the vacant lot near the Showboat Pavilion at 413 5th St. N.

 - d. Consider and take action on Resolution No. 19-08, approving a budget amendment and corresponding expenditures to renovate the Moore Memorial Public Library.

 - e. Consider and take action on Resolution No. 19-09, ratifying expenditures for interior demolition at 909 9th Street North.

 - f. Consider and take action on Resolution No. 19-10, approving a sign incentive agreement with Manny Lopez for El Cubano Cigars.

3. UPDATES

4. BOARD COMMENTS

5. ADJOURNMENT

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON FEBRUARY 1, 2019, PRIOR TO 2:30 P.M., AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

Texas City Economic Development Corporation

TCEDC Agenda

2. b.

Meeting Date: 02/06/2019

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-06, approving an incentive agreement with Brixmor.

BACKGROUND

This is a chapter 380 agreement similar to that which was done with HEB and Edifis when they made improvements to their strip centers. Essentially, this agreement would rebate the developer (Brixmor) 1% of the sales tax generated above the baseline of sales tax generated before redevelopment. The term is 10 years with the maximum total refund capped at \$1,500,000 which will help Brixmor offset the costs they will incur as a result of providing increased landscaping and other beautification as required by our gateway development ordinance. Doug Kneupper has signed off on the landscape plan and signage package. Brixmor has tenants for the old Marathon building including Planet Fitness, Conn's, and Harbor Freights. In addition, they are locking Kroger in for another 5 years and building a new gas station for Kroger's. This will be the third Retail Center in that area that the TCEDC has assisted to get better merchants and improve the site.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution
Site Plan
Agreement

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 19-06

A RESOLUTION AUTHORIZING THE BOARD CHAIRPERSON TO ENTER INTO A CHAPTER 380 AGREEMENT WITH BRIXMOR FOR INCENTIVES TO REVITALIZE THE PROPERTY LOCATED AT SH 146 AND PALMER HIGHWAY (ALSON KNOWN AS KROGER CENTER); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on February 6, 2019, a general discussion was held concerning entering into a Chapter 380 Agreement with Brixmor for incentives to revitalize property located SH 146 and Palmer Highway, also known as Kroger Center; and

WHEREAS, this agreement will rebate Brixmor one percent (1.0%) of the sales tax generated above the baseline of sales tax generated before redevelopment; and

WHEREAS, the term is ten (10) years with the maximum total refund capped at \$1,500,000.00; and

WHEREAS, the City Engineer, Doug Kneupper, has approved their landscape and signage package; and

WHEREAS, the Texas City Economic Development Corporation deems it to be in the best public interest and public purpose to allow the Board Chairperson to enter into an agreement with Brixmor for incentives to revitalize the property located at SH 146 and Palmer Highway, also known as Kroger Center.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Texas City Economic Development Corporation hereby approves the Board Chairperson to enter into an agreement with Brixmor for incentives to revitalize the property located at SH 146 and Palmer Highway, also known as Kroger Center.

SECTION 2: The Chairman of Texas City Economic Development Corporation or designee is hereby authorized to execute the documents necessary for said agreement on behalf of the Texas City Economic Development Corporation.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and

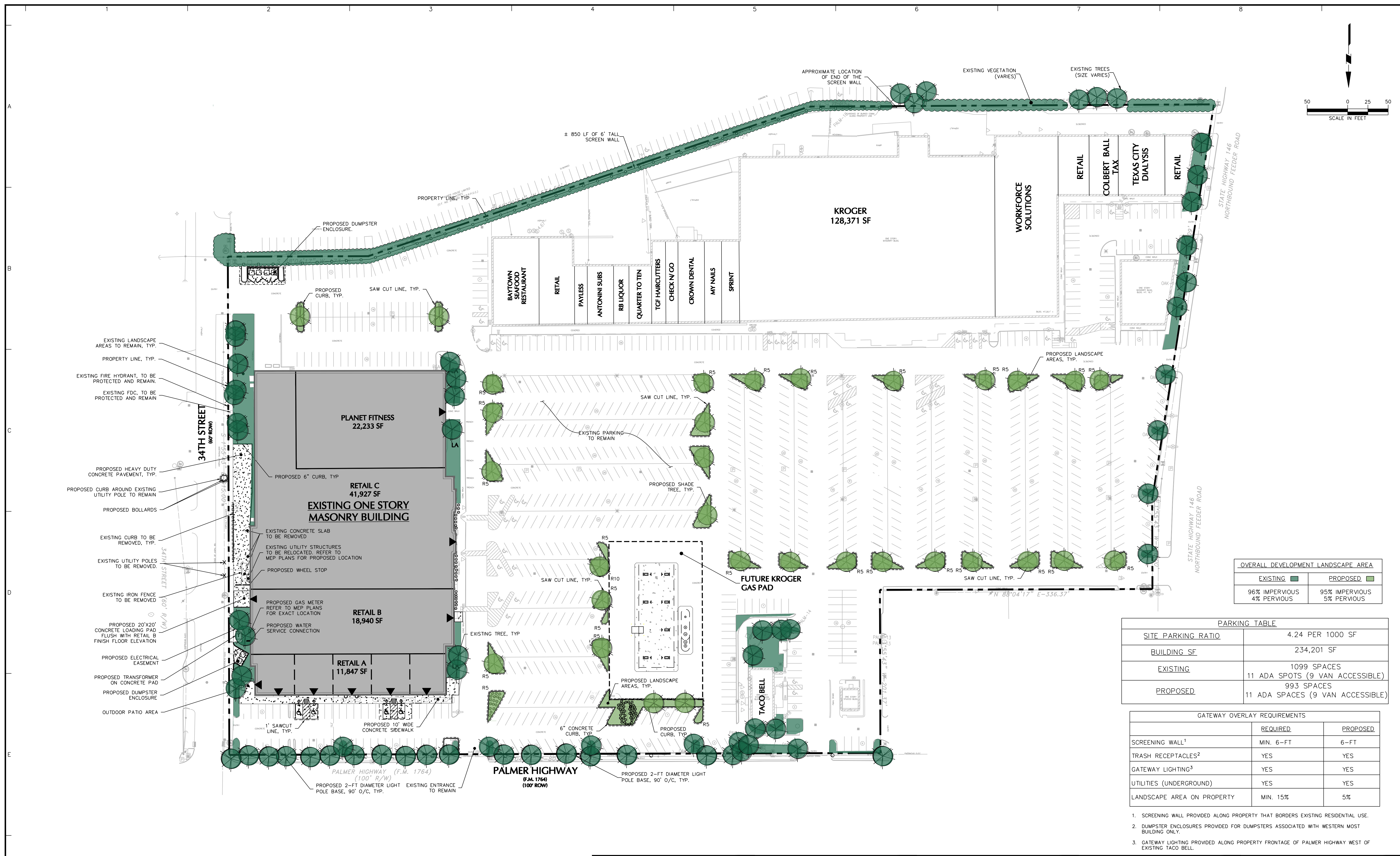
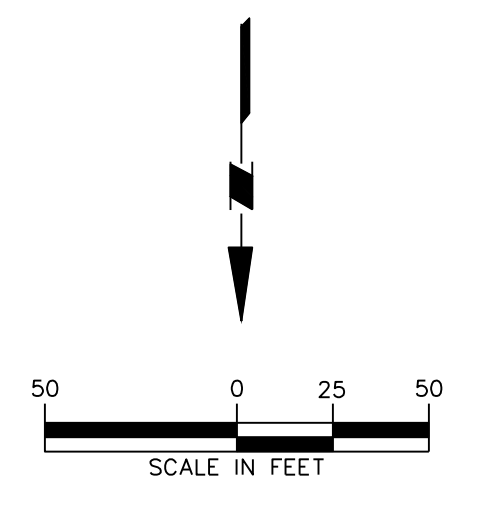
adoption.

PASSED AND ADOPTED this 6th day of February 2019.

CHAIRMAN/PRESIDENT
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation



OVERALL DEVELOPMENT LANDSCAPE AREA	
EXISTING	PROPOSED
96% IMPERVIOUS 4% PERVIOUS	95% IMPERVIOUS 5% PERVIOUS

PARKING TABLE	
SITE PARKING RATIO	4.24 PER 1000 SF
BUILDING SF	234,201 SF
EXISTING	1099 SPACES 11 ADA SPOTS (9 VAN ACCESSIBLE)
PROPOSED	993 SPACES 11 ADA SPACES (9 VAN ACCESSIBLE)

GATEWAY OVERLAY REQUIREMENTS		
	REQUIRED	PROPOSED
SCREENING WALL ¹	MIN. 6-FT	6-FT
TRASH RECEPTACLES ²	YES	YES
GATEWAY LIGHTING ³	YES	YES
UTILITIES (UNDERGROUND)	YES	YES
LANDSCAPE AREA ON PROPERTY	MIN. 15%	5%

- SCREENING WALL PROVIDED ALONG PROPERTY THAT BORDERS EXISTING RESIDENTIAL USE.
- DUMPSTER ENCLOSURES PROVIDED FOR DUMPSTERS ASSOCIATED WITH WESTERN MOST BUILDING ONLY.
- GATEWAY LIGHTING PROVIDED ALONG PROPERTY FRONTAGE OF PALMER HIGHWAY WEST OF EXISTING TACO BELL.

Date	Description	No.
REVISIONS		

DRAFT

SIGNATURE _____ DATE SIGNED _____

LANGAN
Langan Engineering and Environmental Services, Inc.
17220 Katy Freeway, First Floor, Suite 125
Houston, TX 77094
T: 281.675.7900 F: 281.675.7901 www.langan.com

TEXAS CITY BAY
TEXAS CITY, TX

OVERALL DEVELOPMENT PLAN

Drawing No.
510027201
12/03/2018
AVM
WKB
CS100
1 OF 1

STATE OF TEXAS	§	
	§	
CITY OF TEXAS CITY	§	Economic Development Agreement
	§	
COUNTY OF GALVESTON	§	

This Economic Development Agreement (the "*Agreement*") is entered into between BRIXMOR HOLDINGS 12 SPE, LLC, a Texas limited partnership ("*Company*"), and the **Texas City Economic Development Corporation, a State of Texas approved economic development corporation** (the "*TCEDC*"). *Company* and the TCEDC are sometimes referred to herein jointly as the "*Parties*" and each individually as a "*Party*."

RECITALS

WHEREAS, the TCEDC is authorized under Chapter 380 and Chapter 540 of the Texas Local Government Code to provide Economic Development for the purpose of promoting local economic development; and

WHEREAS, the TCEDC Board of Directors has authorized certain economic development grants to *Company* in recognition of the positive economic and community benefits that will accrue to the City through *Company's* development of the Property (herein defined) for a mixed-used commercial development; and

WHEREAS, *Company's* redevelopment of the Property is expected to result in the new employment of 40 full-time positions or equivalents; and

WHEREAS, the TCEDC believes that the redevelopment of the Property will contribute to the economic development of the City of Texas City by increasing ad valorem taxes, increasing sales tax and increasing employment; and

WHEREAS, this Agreement is determined to be a program for providing an Economic Development Incentive as contemplated by Chapter 380 and Chapter 540 of the Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and *Company* agree as follows:

mtb

ARTICLE I.
Authority

1.1 The TCEDC's execution of this Agreement is authorized by Chapter 380 and Chapter 504 of the Texas Local Government Code, as amended, and constitutes a valid and binding obligation of the TCEDC subject to the condition precedent that Company completes the redevelopment of the Property, as specified herein.

1.2 Company's execution and performance of this Agreement constitutes a valid and binding obligation of Company, subject to the terms, provisions and conditions herein.

1.3 The TCEDC acknowledges that Company is acting in reliance upon the TCEDC's performance of their respective obligations under this Agreement in making its decision to commit substantial resources and money to develop the Property. Notwithstanding anything to the contrary herein, the TCEDC and Company hereby acknowledge and agree that this Agreement is subject to the provisions of Subchapter I of Chapter 271 of the Texas Local Government Code, as amended. The TCEDC agrees that its immunity from suit is waived for the purpose of adjudicating a claim for breach of this Agreement, which is subject to the terms and conditions of Subchapter I of Chapter 271 of the Texas Local Government Code, as amended.

ARTICLE 2.
Definitions

As used in this Agreement, the following words or phrases shall have the following meanings:

"Act of Default" or **"Default"** means failure by a Party to comply with the requirements of this Agreement, as more particularly provided in Article 8 and Article 9.

"Affiliate" means (1) any entity 50% or more owned or controlled by Company or any of its principal shareholders or any trust created for their benefit, (2) any entity taking over Company's interest in this Agreement as a result of merger or consolidation, (3) any entity acquiring all or substantially all of the assets of Company, or (4) any entity which has acquired a majority of the outstanding stock of Brixmor Property Group Inc., a Maryland corporation.

"Certificate of Occupancy" means the document or other notice issued by the City indicating a building or premises has been built or maintained in accordance with all applicable codes, regulations, and ordinances enforced by the City.

“Texas City” or “City” means the governing municipal corporation that is legally authorized to control the area that is within the city limits of the City of Texas City.

“Commencement Deadline” shall have the same meaning as the **“Effective Date”** as defined herein.

“Completion Deadline” means on or before May 14, 2019.

“Company” means Brixmor Holdings SPE 12, LLC, a Texas limited liability Company, and its successors or assigns.

“Effective Date” means the date this Agreement has been signed by all Parties.

“Event of Bankruptcy or Insolvency” means the insolvency of a party, appointment of receiver for any part of a party’s property when such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party when such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Force Majeure” is defined in Section 11.5 herein.

“Maximum Refund Amount” means [\$1,500,000].

“Notice” shall have the meaning ascribed to it in Section 11.8 of this Agreement.

“Ordinances” means the City of Texas City Ordinances, whether codified or otherwise, in effect on the Effective Date.

“Property” means the property presently owned by Company and located generally near the intersection of State Highway 146 and Palmer Highway/F.M. 1764 in Texas City, as depicted on the site plan attached hereto as **“Exhibit A.”**

“Property Sales Taxes” means, for any given calendar year under this Agreement, an amount of money collected by the City and TCEDC resulting from the imposition of a two percent municipal sales and use tax (2.0%) (such as that presently in effect pursuant to Section 321.101(a) of the Texas Tax Code, as amended) on the sales of goods and services occurring at the Property.

“Rebate Commencement Date” means May 30, 2019.

“Retail Center” means the approximately 225,000 square foot retail center located on the Property.

ARTICLE 3.

Term

This Agreement will become enforceable upon the Effective Date and will terminate upon the earlier to occur of: (a) the 10th anniversary of the Rebate Commencement Date (and final payment of Sales Tax Rebate Payments pursuant to this Agreement); (b) TCEDC's payment of the Maximum Refund Amount to Company prior to the 10th anniversary of the Rebate Commencement Date; or (3) earlier termination as provided herein (the "**Term**").

ARTICLE 4.

Company Performance Conditions

Notwithstanding any provision in this Agreement to the contrary, this Agreement imposes no obligation upon Company to redevelop the Property, construct any infrastructure or any other improvements on the Property. The following are, however, conditions that must be satisfied in order for Company to receive the Sales Tax Rebate Payments (defined below):

4.1 Company shall redevelop the Retail Center, which shall include (i) screening of any new HVAC units on the rooftop of the 95,000 square foot building visible from the street located on the Property as identified on the site plan attached hereto as **Exhibit "A"** (the "**Site Plan**"), (ii) construction of approximately 800 lineal feet of a 6-foot masonry screening wall as identified on the Site Plan, (iii) installation of street grid lights fronting Palmer Highway as identified on the Site Plan (the City which shall provide the light poles for the same), (iv) enclosure of the dumpster as identified on the Site Plan, and (v) increase the landscaped area as identified on the Site Plan (the "**City Required Work**"), (vi) subject to any required government approval required for the installation of the planned signage for the Property attached hereto as **Exhibit "C"** (the "**Sign Package**"). For purposes of this Agreement, the Parties agree that determination of the constructed area of the redevelopment shall be determined by outside measurement of the exterior walls.

4.2 Company shall remain current and paid on all property taxes for portions of the Property owned by Company or its Affiliates, subject to rights of appeal in accordance with law and subject to a right to cure any tax payment delinquency.

ARTICLE 5.
TCEDC Performance Requirements

5.1 Sales Tax Refund. During the Term after the Rebate Commencement Date, the TCEDC shall pay on a semi-annual basis on or about September 1st and March 1st of each calendar year to Company the Property Sales Taxes generated during the prior calendar year (each a "**Sales Tax Rebate Payment**").

5.1.1 Revenue Sharing Agreement. The TCEDC hereby designates this Agreement as a "*Revenue Sharing Agreement*" as that term is used in Texas Tax Code Section 321.3022 (the "**Disclosure Statute**"). City and/or TCEDC shall notify the Texas Comptroller of Public Accounts (the "*Comptroller*") of such designation as necessary in order to determine the Property Sales Taxes generated within the Property and due to Company under this Agreement.

5.1.2 TCEDC Payment. The TCEDC agrees that it will rebate, on a semi-annual basis, and after receiving the Report, confirmation from the State and any State audit adjustments, one cent (\$.01) of the Property Sales Tax received by TCEDC for sales occurring within the Retail Center in excess of \$300,000 for the duration of the Term of this Agreement (the "**Rebate**").

5.1.3 Disclosure of Financial Report. Company agrees that it will provide the TCEDC, on a monthly basis, a copy of any financial report that Company or its tenants will submit to the Comptroller of the State of Texas (the "*Comptroller*") relating to Company or its tenant's remission of sales taxes collected in the City of Texas City, Texas for sales attributed to the Retail Center as described in Section 1 above (the "**Report**"), if received by Company. Additionally, Company hereby consents to the State of Texas releasing these monthly reported figures along with any State audit adjustments to the City and the TCEDC, and the City and the TCEDC hereby consents to keep this information "Confidential" in accordance with the Texas Tax Code, including, without limitation, Section 151.027 and to the extent allowed by law.

5.1.4 Disclosure of Sales Taxes. If there are fewer than three sales tax accounts located within the Property, the Comptroller may not disclose information regarding Property Sales Taxes without permission of those persons doing business within the Property. Company hereby agrees that if City and/or TCEDC is unable to determine the Property Sales Taxes under the Disclosure Statute, Company shall obtain and provide a release that will allow the Comptroller to disclose to the City and/or TCEDC and Company aggregated sales tax information relating to any business generating sales and use taxes within the Property (an example release

form is attached hereto as "Exhibit B"). Company will provide a list of businesses operating on the property as they are identified by the Comptroller's office for identification.

5.2 Future Adjustments to Rebates. Should an excess Sales Tax Rebate Payment occur in the final tax year of this Agreement, Company agrees to repay the City for any excess amount received within thirty (30) days following receipt of Notice from City providing documentation of said over payment.

5.3 Intentionally Omitted.

5.4 Maximum Refund Amount. In no event shall the cumulative total payments of Sales Tax Rebate Payments to Company exceed the Maximum Refund Amount One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00).

ARTICLE 6.

Company Covenants, Warranties, Obligations and Duties

Company makes the following covenants and representations to the TCEDC and agrees to timely and fully perform the following obligations and duties, subject to the terms, provisions and conditions hereof. Any false statement contained herein or failure to timely and fully perform as required in this Agreement shall be an Act of Default by Company, subject to the cure periods set forth in Article 8 below. Failure to comply with any one covenant or representation shall constitute an Act of Default by Company, subject to the cure periods set forth in Article 8 below.

6.1 Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

6.2 The execution of this Agreement has been duly authorized by Company, the individual signing this Agreement is empowered to execute such Agreement and bind the partnership, and said authorization, signing and binding effect is not in contravention of the provisions of the organizational documents for the Company.

6.3 To the knowledge of Company, no litigation or governmental proceeding is pending or threatened against or affecting the Property.

6.4 There are no actions, suits or proceedings pending or, to Company's knowledge, threatened against Company affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

6.5 Employment of Undocumented Workers. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers at the Property and if convicted of a violation under 8 U.S.C. Section 1324a(f), Company shall repay the amount of the reimbursements received by Company as of the date of such violation within 120 business days after the date Company is notified by the City and/or the TCEDC of such violation, plus interest at the rate of five percent (5.0%) per annum, from the date of such notice until paid. Company agrees to notify City within thirty (30) days of any charge filed against Company alleging the employment of undocumented workers under 8 U.S.C. Section 1324a(f).

ARTICLE 7.
Reporting and Monitoring

7.1 During the Term of this Agreement, Company shall collect and maintain all records necessary for verifying compliance with the terms and conditions of this Agreement (the "**Records**"). Company, during normal business hours with ten (10) business days prior notice shall allow the TCEDC reasonable access to review the Records, but the confidentiality of such Records shall be maintained by the TCEDC unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General.

ARTICLE 8.
Company Default and Recapture

8.1 If ad valorem taxes for the portion of the Property on which the Retail Center is located become past due and delinquent, or the occurrence of any of the following events occur, or should Company fail to substantially comply with any of the material requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failure shall be considered an "**Act of Default by Company**" and, if not cured within ninety (90) days after written notice from City and/or TCEDC to Company, TCEDC, as its sole remedy, may terminate this Agreement and shall have the right to recapture the Rebate for the entire calendar year in which the termination occurred, to wit:

- a. The appointment of a receiver of Company, or of all or any substantial part of its property, and the failure of such receiver to be discharged within ninety (90) days thereafter;
- b. The adjudication of Company as a bankrupt; or
- c. The filing by Company of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition files against it in any bankruptcy or reorganization proceeding.

8.2 Notwithstanding anything contained herein to the contrary, Company shall not be liable to the TCEDC for any consequential, punitive or exemplary damages.

8.3 Notwithstanding the above, if an Act of Default by Company is such a matter that cannot be cured by reasonably diligent efforts within ninety (90) days, then such occurrence shall not be an Act of Default by Company provided that Company promptly initiates and diligently attempts to cure the same, even if the same is not cured within said ninety (90) day period.

8.4 Any waiver granted by the TCEDC to Company of an Act of Default by Company shall not be deemed to be or constitute a waiver of any other existing or future Act of Default by Company or of a subsequent Act of Default of the same act or event by Company.

8.5 If during the Term of this Agreement, Company should discontinue substantially all of its business operations as described in Article 4 hereinabove (other than as a result of fire or an act of nature) or in the event and for any reason whatsoever "Kroger-Grocery Store" closes, vacates or abandons the property, then the TCEDC shall have the right to recapture the Rebate for the entire calendar year in which such discontinuance occurs and terminate this Agreement; and, in the event of termination pursuant to Section 8.1, a bill for the total amount due, being the Rebate paid to Company during the calendar year in which such discontinuance occurs, will be sent to Company and if Company agrees to pay the total amount due within ninety (90) days after receipt of said bill. Statutory penalty and interest shall accrue if Company fails to timely pay said bill as provided herein. Notwithstanding anything to the contrary, in the event "Kroger-Grocery Store" does close, vacate and/or abandon the property, Company shall notify the TCEDC within thirty (30) days of such and shall have one hundred and eighty (180) days from the date of said notice to secure a like or similar tenant as "Kroger-Grocery Store", as determined in the sole and absolute discretion of the TCEDC and such determination shall not be unreasonably withheld.

ARTICLE 9. **Assignment**

Under no circumstances may the TCEDC or Company assign this Agreement without the express written consent of the non-assigning Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary herein, Company may assign all or part of its rights and obligations hereunder without the prior written consent of the TCEDC (i) to an Affiliate, (ii) third party lender advancing funds for the acquisition, construction or operation of the Retail Center, and/or (iii) to a third-party purchaser of the Retail Center.

ARTICLE 10.
Miscellaneous Provisions

10.1 Complete Agreement/Amendment. This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written agreement by the Parties.

10.2 Permitting. The City and/or TCEDC agrees to cooperate with Company to facilitate the expeditious processing of permits, , plat approvals, development application(s) and building permit applications required for the Company and other development on the Property.

10.3 Representations and Warranties. The Parties represent and warrant to one another that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

10.4 Force Majeure. All obligations of Company and the TCEDC (excluding monetary obligations) shall be subject to events of "force majeure" which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

10.5 Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

10.6 Termination. If Company elects not to proceed with the development of the Retail Center as contemplated by this Agreement, Company may notify the TCEDC in writing, and this Agreement and the obligations of each party will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any.

10.7 Notice. Any notice or other communication ("**Notice**") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the Party, or an agent of the Party; or (iii) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective two (2) business days after deposit. Notice given in any other manner will be effective only if and when

received by the Party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Company: BRIXMOR HOLDINGS 12 SPE, LLC
1525 Faraday Avenue, Suite 350
Attn: Andrew Gracey
Telephone: 858.202.1126
Fax: 858.457.1848

With a copy to: Munsch Hardt Kopf & Harr, P.C.
500 N. Akard Street, Suite 3800
Dallas, Texas 75201
Attn: Phillip Geheb

TCEDC: TCEDC
Attn: Nicholas Finan, manager
1801 9th Avenue
Texas City, TX 77592
Telephone: (409) 643-5902

With a copy to: City Attorney
1801 9th Avenue
Texas City, TX 77592
Telephone: (409) 643-5926

Each Party may designate a different address at any time by giving Notice to the other Party.

10.8 Interpretation. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against either Party based on draftsmanship.

10.9 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither the TCEDC, nor any of its respective past, present or future officers, elected officials, employees or agents assumes any responsibility or liability to any third party in connection with the development of the Property or the design, construction or operation of any portion of the Property.

10.10 Applicable Law. This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Galveston County, Texas. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents or representatives as

a result of the approval or execution of this Agreement, except as otherwise expressly set forth herein.

10.11 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

10.12 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

10.13 No Third Party Beneficiaries. This Agreement is not intended to nor shall it be interpreted to confer any rights, privileges or causes of action upon any third party.

10.14 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

10.15 Legal Action. In the event that a Party initiates a cause of action in court, the prevailing party or parties shall be entitled to reasonable and necessary attorney's fees and costs of court.

10.16 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes.

- Exhibit "A": Site Plan
- Exhibit "B": Example of Release Form
- Exhibit "C": Sign Package

[Signature Pages to Follow]

EXECUTED to be effective as of the ____ day of _____, 2019.

COMPANY:

BRIXMOR HOLDINGS 12 SPE, LLC,
a Texas limited liability company

By: 
Name: William L. Brown
Title: Executive Vice President, Re/Development

Date: 01/24/19

TCEDC:

**THE TEXAS CITY ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: Mark Ciavaglia

Title: Chairman

Date: _____

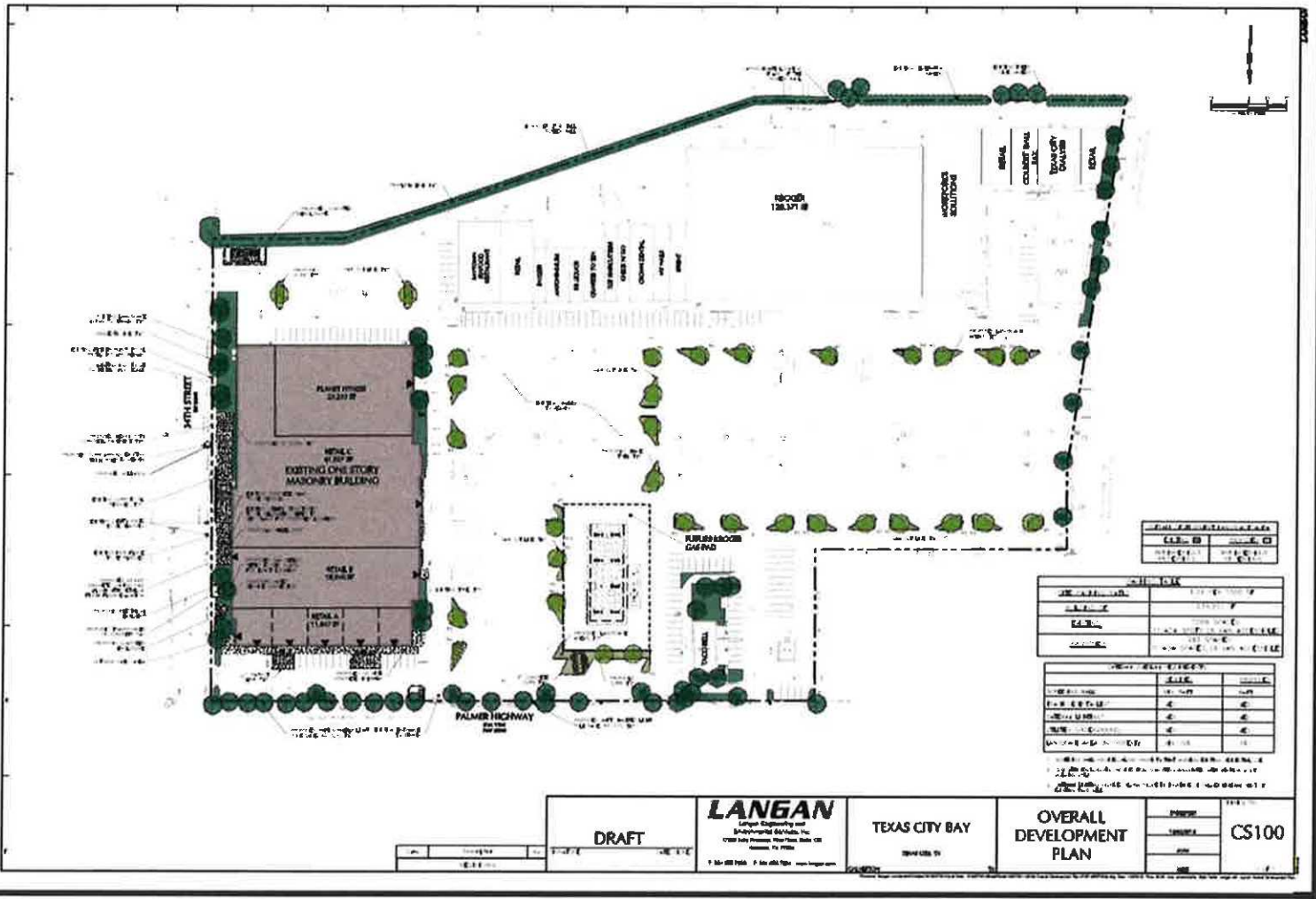
Approved As To Form and Content:

City Attorney



Exhibit A

Site Plan



NO. OF UNITS	NO. OF UNITS
NO. OF UNITS	NO. OF UNITS

NO. OF UNITS	NO. OF UNITS
NO. OF UNITS	NO. OF UNITS

NO. OF UNITS	NO. OF UNITS
NO. OF UNITS	NO. OF UNITS

DRAFT	LANGAN Langan Engineering and Environmental Services, Inc. 7700 Katy Freeway, Houston, Texas 77054 713-461-7000 • Fax 713-461-7001 • www.langan.com	TEXAS CITY BAY	OVERALL DEVELOPMENT PLAN	PROJECT	1000
				NO. OF UNITS	CS100

WJ

Exhibit B

**EXAMPLE AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL
TAX INFORMATION**

This agreement is entered into between the City of Texas City, Texas (hereafter the "City") and _____ (hereinafter the "taxpayer") for the purposes indicated herein.

I, _____, the duly authorized agent of _____, doing business at _____, do hereby stipulate and agree as follows:

I hereby authorize the Texas Comptroller's Office to release and disclose only that information regarding the amount of municipal sales and use tax accruing from the operation of the above referenced taxpayer's business location to the City. I understand and agree that this release will be made by the Comptroller's Office to the City on an ongoing monthly basis beginning on the date this Agreement is executed.

This Agreement waives any and all rights with respect to the parties regarding the confidentiality of tax information under Sections 111.006, 151.027, Tax Code, or other state law.

The City agrees that it will use the tax information disclosed by the Comptroller pursuant to this Agreement solely and exclusively for the purposes of calculating payments to be made pursuant to a Ch. 380 Economic Development Agreement between the City and Brixmor Holdings SPE 12, LLC dated effective _____, 2019. The confidentiality of such records and information shall be maintained by City unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General.

This Agreement is entered into in or with regard to property located in Texas City, Galveston County, Texas and Texas law will apply to its interpretation and enforcement.

SIGNED AND AGREED TO on this the _____ day of _____, 2019.

Name
Title
On Behalf of the "City"

TCEDC Agenda

2. c.

Meeting Date: 02/06/2019

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-07, approving expenditures to purchase the vacant lot near the Showboat Pavilion.

BACKGROUND

It is proposed that the TCEDC approves expenditures to acquire the property located at 413 5th Street N which is currently a Property in Trust (PIT) meaning it is jointly owned by the taxing entities. It is recommended that the TCEDC bid \$6,537.34 for said property which is the amount it was struck off for in 2004. Assuming approval, the TCEDC and the City will own the entire block around the Showboat Pavilion which would allow for expanded and improved park area to host 6th Street events and to beautify the district.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution

Property Map

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 19-07

A RESOLUTION RATIFYING THE PURCHASE OF A PROPERTY IN TRUST (PIT) PROPERTY LOCATED AT 413 5TH STREET NORTH, TEXAS CITY, TEXAS IN GALVESTON COUNTY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on February 6, 2019, a general discussion was held concerning the purchase of a Property in Trust (PIT) property located at 413 5th Street North, Texas City, Texas in Galveston County; and

WHEREAS, it is recommended that the Texas City Economic Development Corporation bid \$6,537.34 which is the total amount it was struck off for in 2004; and

WHEREAS, this purchase allows for the Texas City Economic Development Corporation and the City of Texas City to own the entire block around the Showboat Pavilion which would allow for an expanded and improved park area to host 6th Street events and to beautify the district.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves the purchase of property located at 413 5th Street North, Texas City, Texas in Galveston County.

SECTION 2: The Chairperson or Vice Chairperson is hereby authorized to execute any documents necessary for the purchase of the above described property.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of February 2018.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation



(1 of 2) ▶ □ ✕

ZIP	
SITUS_NO	413
SITUS	413 5TH ST N TEXAS CITY, TX 77590
LEGAL	ABST 205 PAGE 6 S 50 FT OF LOTS 7 & 8 (7-1) BLK 143 TEXAS CITY
ENTITIES	GGA, J05, CAD, S18, C31, RFL
ACRES	0.114
LANDUSE	7030.3
PAGE	262-B
NBHD	7030.3
INTEREST	100.00
EXEMPT	EX
FLAGS	EP22
SECURE	F
Zoom to	...

TCEDC Agenda

2. d.

Meeting Date: 02/06/2019

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-08, approving a budget amendment and corresponding expenditures to renovate the Moore Memorial Public Library.

BACKGROUND

It is proposed that the TCEDC approves an amount not to exceed \$1.7M to renovate the Moore Memorial Public Library. In 1993, voter information was distributed for the bond election that was tied to the use of the TCEDC funds. In this document, it states use of funds for building improvements to city facilities as described in the Goals 2000 document. Therefore, it is the opinion of city staff and the city attorney that the TCEDC can use its funds to pay for improvements to the library to ensure it is functional and attractive.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution
Renderings

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 19-08

A RESOLUTION AMENDING RESOLUTION NO. 18-16, ADOPTING THE 2018-2019 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR THE RENOVATION OF THE MOORE MEMORIAL PUBLIC LIBRARY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on February 6, 2019, a general discussion was held to amend Resolution No. 18-16, the adopting of the budget for Fiscal Year 2018-2019; and

WHEREAS, a budget amendment is required to appropriate funds for renovation of the Moore Memorial Public Library; and

WHEREAS, it is proposed that the TCEDC approves funding the improvements to the library for an amount not to exceed \$1.7 million.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: That the facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2018-2019 of the City of Texas City, Texas, is hereby amended.

SECTION 3: That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That this Resolution shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of February 2019.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY

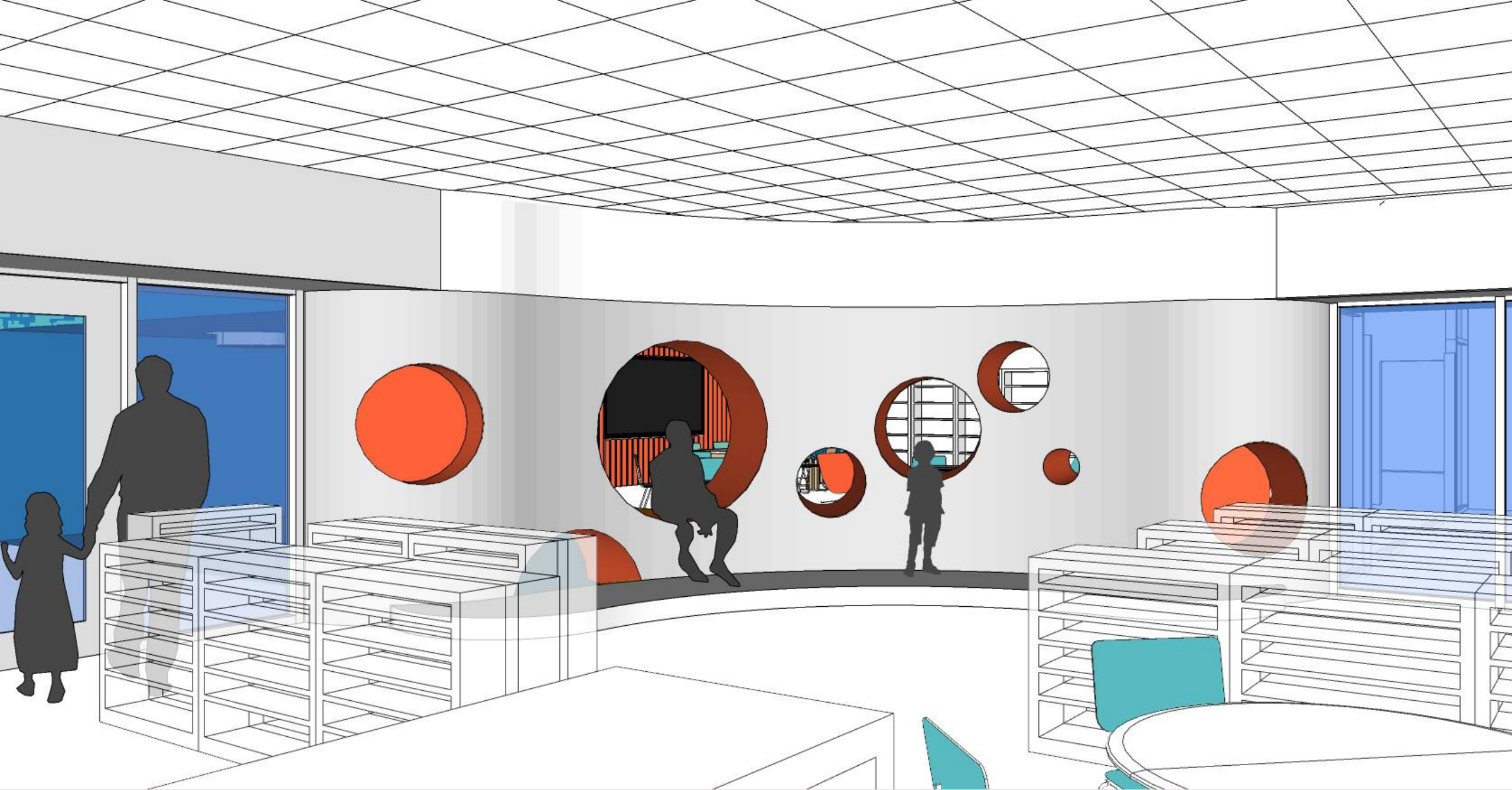
Texas City Economic Development Corporation



Large Group Study



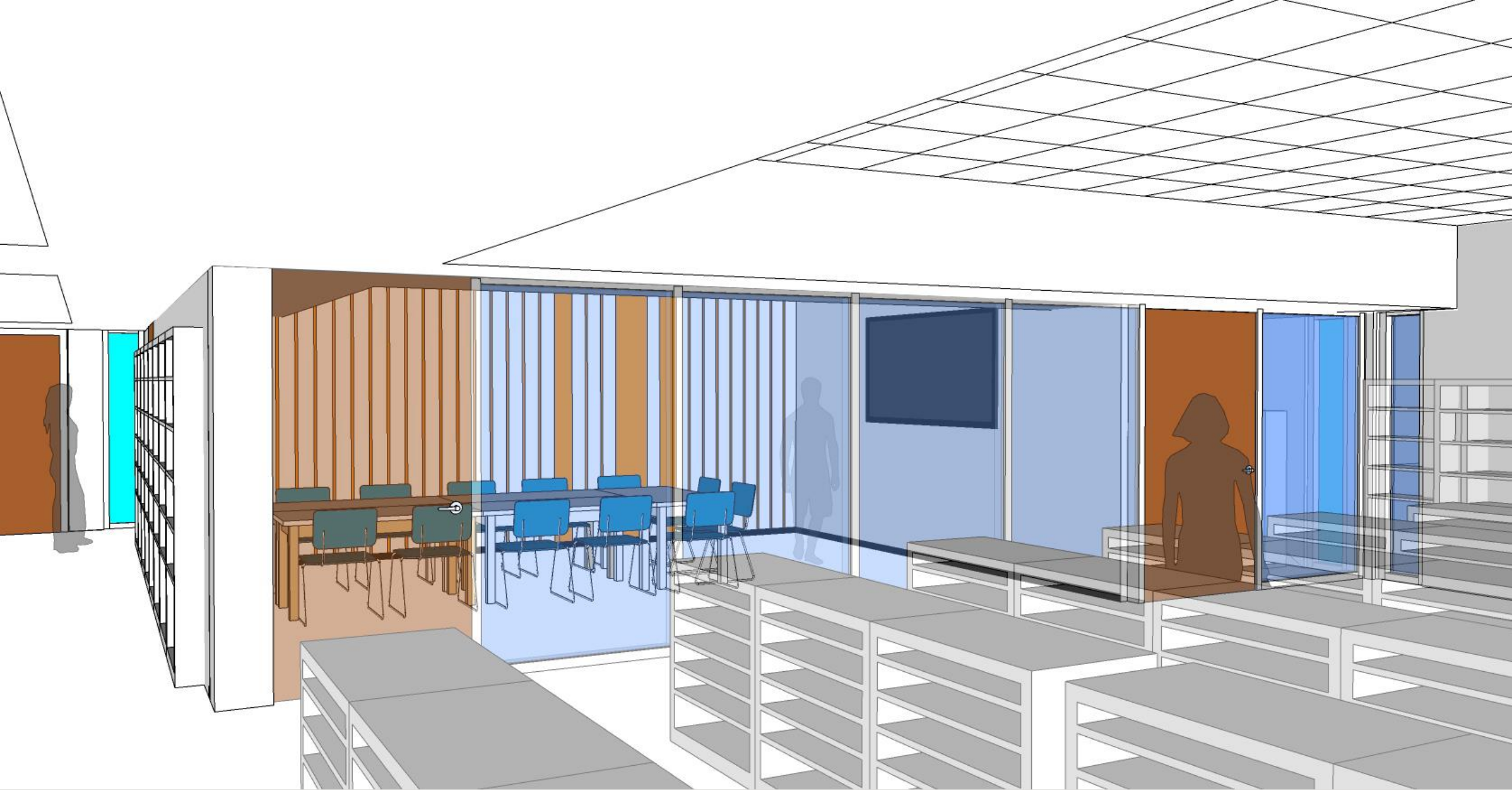
Large Group Study



Large Group Study



Large Group Study



Large Group Study

TCEDC Agenda

2. e.

Meeting Date: 02/06/2019

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-09, ratifying expenditures for interior demolition at 909 9th Street North.

BACKGROUND

It is proposed that the TCEDC approves an amount not to exceed \$14,792.39 for interior demolition for the TCEDC property located at 909 9th Street. This action will create a "blank slate" on the interior to help city staff attract potential developers. It is anticipated that this cost will be recovered as part of any lease or purchase agreement.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 19-09

A RESOLUTION RATIFYING EXPENDITURES FOR THE INTERIOR DEMOLITION OF A TCEDC PROPERTY LOCATED AT 909 9TH STREET NORTH, TEXAS CITY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on February 6, 2019, a general discussion was held concerning the interior demolition of property located at 909 9th Street North, Texas City, Galveston County, Texas; and

WHEREAS, this action will help staff attract potential developers and is anticipated that this cost will be recovered as part of any lease or purchase agreement; and

WHEREAS, it is proposed that the Texas City Economic Development Corporation approves an amount not to exceed \$14,792.39 to demolish the interior of the property located at 909 9th Street North, Texas City, Galveston County, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Board of Directors of the Texas City Economic Development Corporation hereby approves the demolition of 909 9th Street North, Texas City, Galveston County, Texas, for an amount not to exceed \$14,792.39.

SECTION 2: The Chairperson or Vice Chairperson is hereby authorized to execute any documents necessary for the interior demolition of the described property.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of February 2019.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY

Texas City Economic Development Corporation

TCEDC Agenda

2. f.

Meeting Date: 02/06/2019

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-10, approving a sign incentive agreement with Manny Lopez for El Cubano Cigars.

BACKGROUND

It is proposed that the TCEDC approves a sign agreement with Manny Lopez to pay 40% of the cost of a new sign for El Cubano Cigars on 6th Street similar to the POST sign agreement. The total cost of the sign is \$3,554. The TCEDC's share would be \$1,422.

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Resolution
Agreement
Sign Design

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 19-10

A RESOLUTION AUTHORIZING THE BOARD CHAIRPERSON TO ENTER INTO AN AGREEMENT WITH MANNY LOPEZ, OWNER OF EL CUBANO CIGARS, TO SHARE THE COST OF A NEW SIGN FOR HIS BUSINESS ON 6 TH STREET; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on February 6, 2019, a general discussion was held concerning entering into an incentive agreement with Manny Lopez to improve his business sign for El Cubano Cigars, which is located at 502 6th Street North, Texas City, Galveston County, Texas; and

WHEREAS, the Texas City Economic Development Corporation will pay forty percent (40.0%) of the cost of the new sign; and

WHEREAS, the total cost of the sign is \$3,554.00, and the TCEDC's portion will be \$1,422.00.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Texas City Economic Development Corporation hereby approves the Board Chairperson to enter into an agreement with Manny Lopez to improve his business sign for El Cubano Cigars, which is located at 502 6th Street North, Texas City, Galveston County, Texas.

SECTION 2: The Chairman of Texas City Economic Development Corporation or designee is hereby authorized to execute the documents necessary for said agreement on behalf of the Texas City Economic Development Corporation.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of February 2019.

CHAIRMAN/PRESIDENT
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation

STATE OF TEXAS
COUNTY OF GALVESTON

**BUSINESS OWNER SIGN AGREEMENT WITH TEXAS CITY ECONOMIC
DEVELOPMENT CORPORATION**

This AGREEMENT is entered into this 6th day of February, 2019, between the Texas City Economic Development Corporation, (“TCEDC”) and El Cubano Cigars and Manny Lopez (collectively and together referred to as “Owner”), located at 520 6th Street North, Texas city, Texas, 77590.

**ARTICLE I
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide for consistent, attractive, and maintained signage for businesses within the 6th Street area of the City of Texas City.

**ARTICLE II
RIGHTS AND OBLIGATIONS OF THE TEDC**

1. TCEDC shall pay forty (40.0%) percent of the cost of the sign from TNT as set out in Exhibit “A”, attached hereto and made a part hereof for an amount not to exceed One Thousand Four Hundred Twenty Two and 00/100 Dollars (\$1,422.00).
2. TCEDC shall arrange with TNT to meet and finalize signage in line with guidelines for the 6th Street area businesses.

**ARTICLE III
RIGHTS AND OBLIGATIONS OF OWNER**

Owner covenants and agrees as follows:

1. Maintain the business located at 520 6th Street North, Texas City, Galveston County, Texas 77590 (“the Property”), for a minimum five-year (5) period.
2. Enter into a separate agreement with TNT for construction and placement of sign and pay sixty (60.0%) percent of the cost of said sign as set out in Exhibit “A.”
3. Maintain attractive appearance on the exterior of the Property for a minimum five-year period.
4. Keep and maintain the sign on the Property, secured and in good repair, for a minimum five-year (5) period, except in cases of acts of God.
5. Use only the approved signs, provided by TNT, on the exterior facia.
6. Comply with all City Ordinances.

7. Allow the TCEDC or the City of Texas City to place directional signage at the TCEDC or City's expense that is to be maintained by the TCEDC or City at its expense, if the City finds it is in its best interest to promote various areas and activities in the City.

ARTICLE IV COORDINATION

The TCEDC and the owner will coordinate with TNT for completion of the signage.

ARTICLE V NO WAIVER OF IMMUNITY

It is expressly understood and agreed that under this Agreement the TCEDC neither waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

ARTICLE VI VENUE

Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.

ARTICLE VII SEVERABILITY

In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

ARTICLE VIII MODIFICATION

This Agreement may be amended or modified by the mutual agreement of both parties hereto in writing, such writing to be attached hereto and incorporated unto this Agreement.

ARTICLE IX
ENTIRE AGREEMENT

This Agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties. Verbal or written conditions not contained herein shall not have any force or effect to alter any term of this Agreement.

ARTICLE X
TERMINATION/FORCE MAJEURE

This Agreement may be terminated at any time before its expiration with mutual consent of both parties. Neither party shall be responsible for damages or expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe occur and cause such damage or prevent the performance of such obligation.

ARTICLE XI
EXECUTION

This Agreement shall be executed by the duly authorized Owner and TCEDC.

Paragraph Headings

The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

Understanding, Fair Construction

By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

ARTICLE XII
NOTICES

Any notices due under the provisions of this Agreement shall be made in writing and shall be addressed to the following:

TCEDC:

TEDC Manager
City of Texas City
1801 - 9th Avenue North
Texas City, Texas 77590
(409) 643-5916 Phone
(409) 653-5952 - Facsimile

OWNER:

Manny Lopez, Owner
El Cubano Cigars
520 6th Street North
Texas City, Texas 77590

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the date first above written.

THE TEXAS CITY ECONOMIC
DEVELOPMENT CORPORATION:

By: _____

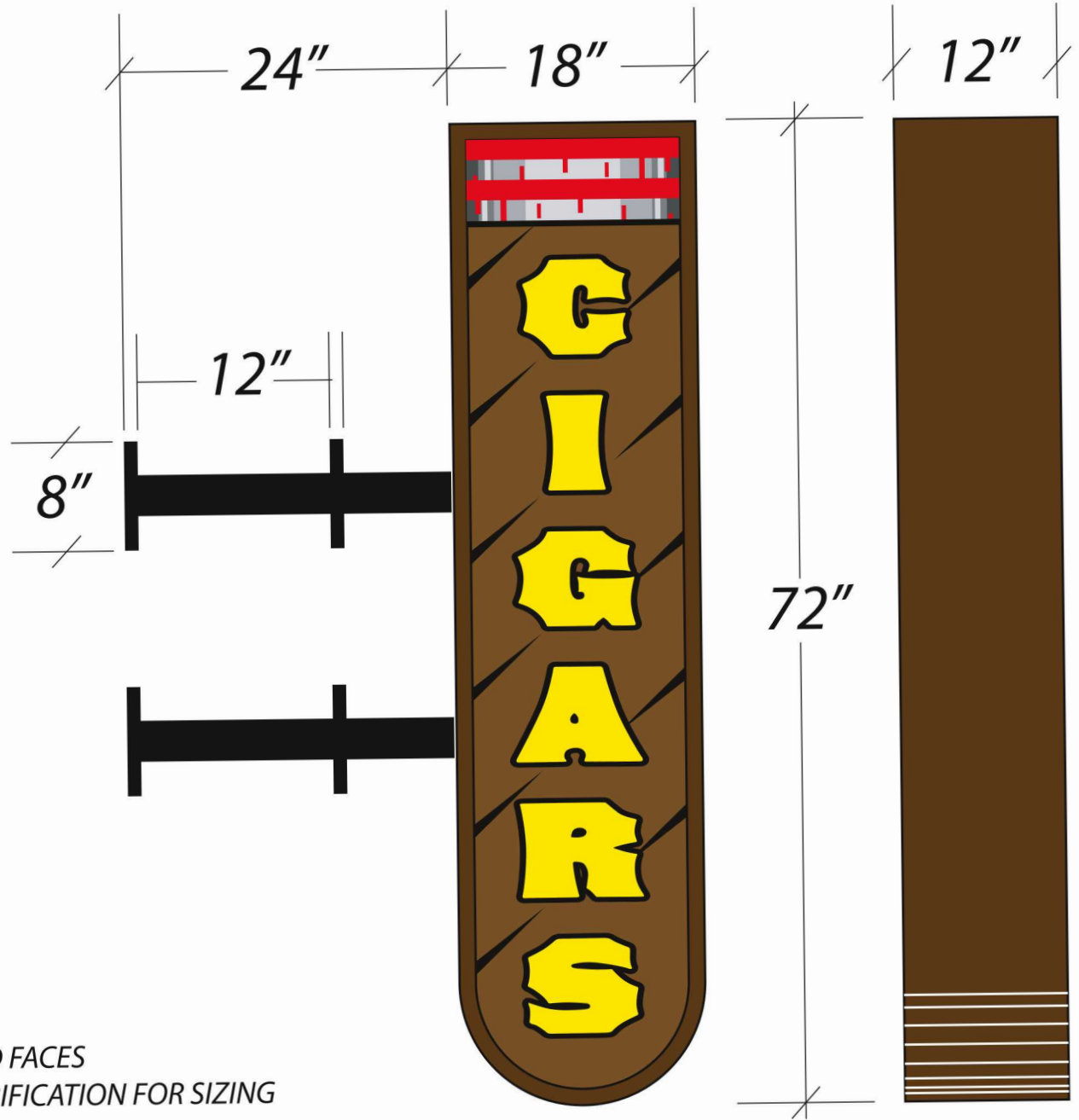
Nicholas J. Finan
TCEDC Manager

El Cubano Cigars:

By: _____

Manny Lopez, Owner

EXHIBIT A

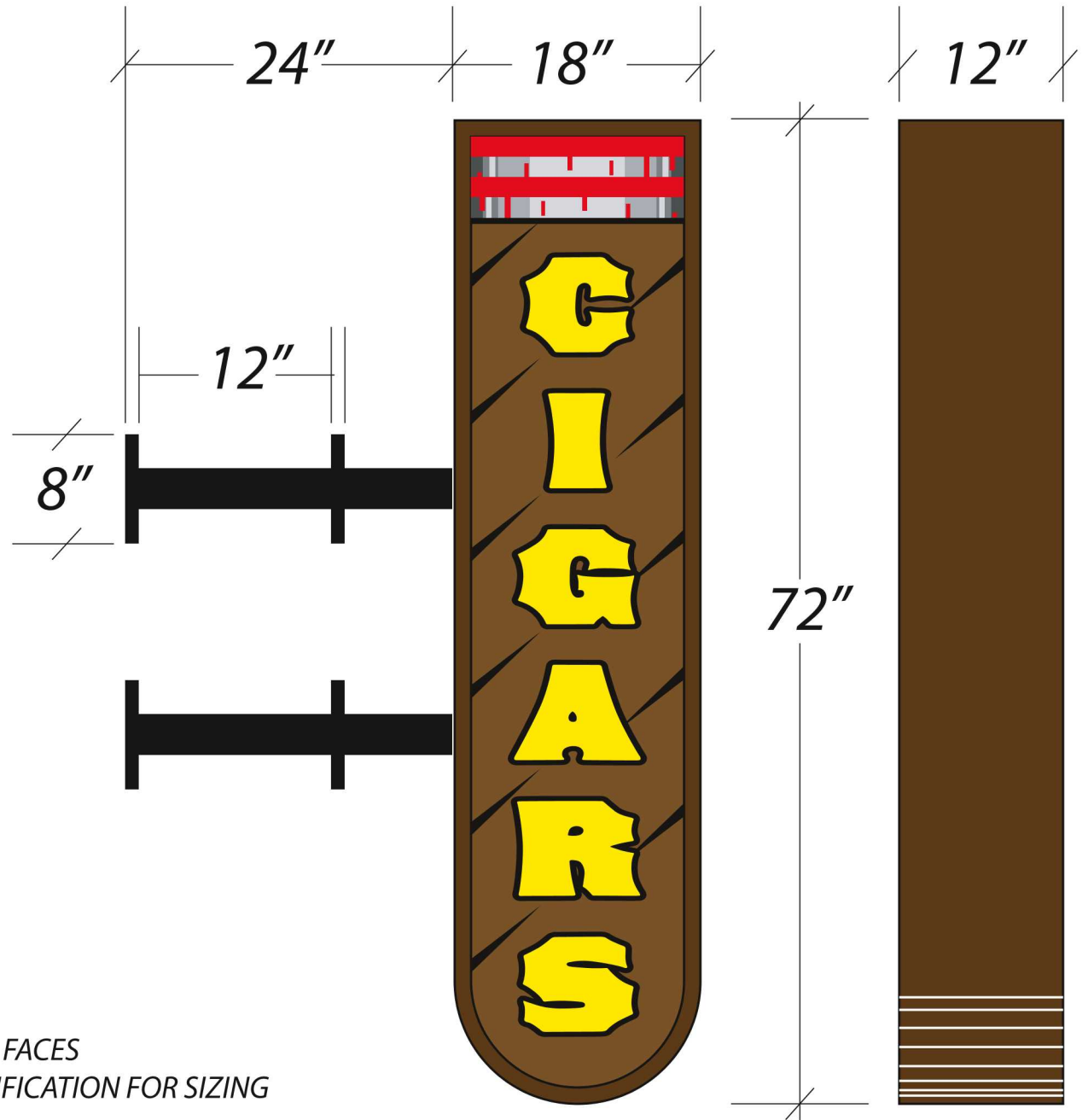


\$3,553.00

ROUGH DRAFT FOR EL CUBANO.

INTERNALLY LIT CABINET WITH PRINTED FACES

BLACK SUPPORT STRUCTURE NEED VERIFICATION FOR SIZING



\$3,553.00

ROUGH DRAFT FOR EL CUBANO.

INTERNALLY LIT CABINET WITH PRINTED FACES

BLACK SUPPORT STRUCTURE NEED VERIFICATION FOR SIZING