

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

AUGUST 16, 2023 - 3:30 P.M.

CITY HALL COUNCIL 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. DECLARATION OF QUORUM
2. ROLL CALL
3. CONFLICT OF INTEREST DECLARATION
4. Consider Approval of the July 5, 2023 TCEDC Meeting Minutes.
5. PUBLIC COMMENTS
6. NEW BUSINESS
  - a. Discussion and possible action on Resolution No. 2023-18, establishing a business incentive grant program for new or existing businesses located within the city limits of Texas City, Texas.
  - b. Discussion and possible action on Resolution No. 2023-19, entering into a leasing agreement of EDC-owned property located at 413 6<sup>th</sup> Street to The Gilded Gecko.
  - c. Discussion and possible action on Resolution No. 2023-20, establishing a landscaping incentive program for new or existing businesses located within the city limits of Texas City, Texas.

- d. Discussion and possible action for Resolution No. 2023-21, establishing a Chamber membership grant program for new or existing businesses located within the city limits of Texas City, Texas.
7. UPDATES AND REPORTS
- a. Small Business Development Center Update  
Texas City-La Marque Chamber of Commerce Update  
Texas City ISD Update  
Dickinson ISD Update
  - b. City of Texas City Update
8. REQUEST AGENDA ITEMS FOR FUTURE MEETINGS
9. 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 AUGUST 11, 2023, PRIOR TO 3:30 P.M., AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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Texas City Economic Development Corporation

**TCEDC Agenda**

**4.**

**Meeting Date:** 08/16/2023

Consider Approval of the July 5, 2023 TCEDC Meeting Minutes.

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**ACTION REQUEST (Brief Summary)**

Consider Approval of the July 5, 2023 TCEDC Meeting Minutes.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Attachments**

Minutes

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TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS MEETING

MINUTES

JULY 5, 2023 - 3:00 P.M.

CITY HALL COUNCIL ROOM

The Texas City Economic Development Corporation Board of Directors met on July 5, 2023, at 3:00 p.m., in the City Hall Conference Room, 1801 9th Avenue North, in Texas City, Texas. A quorum having been met, the meeting was called to order at 3:03 P.M. by Mark Ciavaglia with the following in attendance:

(1) DECLARATION OF QUORUM

(2) ROLL CALL

Present: Mark Ciavaglia, Chairperson  
Randy Dietel, Vice-Chairperson  
Dedrick D. Johnson, Mayor/ Director  
Lawrence Edrozo, Director  
Bruce Clawson, Director  
Laura Boyd, Ex-Officio Member / Treasurer

Staff Present: Jon Branson, Executive Director of Management Services  
Kristin Edwards, Economic Development Director  
Rhomari Leigh, Board Secretary  
Ryan McClellen, City Staff  
Kim Golden, City Staff  
DeAndre' Knoxson, Commissioner District 1  
Kennedy Alexander, City Staff-Intern

Attendees: Amy Reid, Advisor

(3) CONFLICT OF INTEREST DECLARATION

There were none.

(4) Consider approval of the June 7, 2023, TCEDC Meeting Minutes.

Motion by Director Bruce Clawson, Seconded by Mayor/ Director Dedrick D. Johnson

**Vote:** 5 - 0 CARRIED

(5) PUBLIC COMMENTS

There were none.

**(6) NEW BUSINESS**

- (a)** Consider and take action on Resolution No. 2023-15, authorizing the funding of signage for Texas City Martial Arts and Fitness, located at 411 6th Street, pursuant to the EDC's 6th Street Incentive programs.

Kristin Edwards, Economic Development Director, stated that as of June 1, 2023, Texas City Martial Arts and Fitness leased 411 6th Street from the EDC, and repairs and improvements are underway before its grand opening. As the business needs new signage and door lettering, staff has obtained an estimate from TNT Signs to cover both needs. The estimate – with a total cost of \$875 – was provided for review.

Motion by Vice-Chairperson Randy Dietel, Seconded by Director Bruce Clawson

**Vote:** 5 - 0 CARRIED

- (b)** Consider and take action on Resolution No. 2023-16, approving the proposed Texas City Economic Development Corporation budget for fiscal year 2023-2024.

Jon Branson, Executive Director of Management Services, and Kristin Edwards, Economic Development Director, gave an overview of the proposed TCEDC expenses.

Motion by Director Lawrence Edrozo, Seconded by Vice-Chairperson Randy Dietel

**Vote:** 5 - 0 CARRIED

- (c)** Consider and take action on Resolution No. 2023-17, ratifying the approval of two easements on property owned by the Texas City Economic Development Corporation, which are required by the City of Texas City to provide sanitary sewer service to the northern and western areas of the City.

Kristin Edwards, Economic Development Director, stated that the City's Planning and Engineering Department is obtaining two easements for a 24-inch force main project, providing wastewater service to a significant area of Texas City. Staff refers to the two easements as Parcel 9B and Parcel 11.

Motion by Mayor/ Director Dedrick D. Johnson, Seconded by Director Bruce Clawson

**Vote:** 5 - 0 CARRIED

**(7) ADJOURNMENT**

Having no further business, Mark Ciavaglia made a Motion to ADJOURN at 3:42 p.m. The meeting was adjourned.

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

**TCEDC Agenda**

**6. a.**

**Meeting Date:** 08/16/2023

Establishing a business incentive grant program for businesses located in city limits of Texas City, Texas

**Submitted For:** Kristin Edwards, Economic Development

**Submitted By:** Kristin Edwards, Economic Development

**Department:** Economic Development

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**ACTION REQUEST (Brief Summary)**

Discussion and possible action on Resolution 2023-18, establishing a business incentive grant program for new or existing businesses located within the city limits of Texas City, Texas.

**BACKGROUND**

The Texas City Economic Development Corporation allocates funds each fiscal year to support business incentives.

Effective upon EDC approval, staff is proposing a business incentive grant program to provide existing businesses within the City of Texas City with up to \$5,000 in grant assistance. In addition to contact and staffing/budget information, eligible businesses would be required to provide proof of operation of at least one (1) year, as well as demonstrate the need for assistance.

Staff is proposing that this grant be issued up to two (2) times per fiscal year, based on need. All applications will be presented to the EDC for approval.

This incentive program would complement the existing efforts of the EDC to bolster economic development in the City of Texas City. The addition of this program would not negatively impact or change the proposed FY24 budget previously reviewed by the EDC.

**ANALYSIS**

To establish a business incentive grant program for new or existing businesses located within the city limits of Texas City, Texas.

**ALTERNATIVES CONSIDERED**

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**Attachments**

Business Incentive Grant program  
Resolution

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Texas City Economic Development Corporation

Business Incentive Grant Program

The TCEDC Business Incentive Grant Program aims to provide existing businesses within the City of Texas City with up to \$5,000 in grant assistance. Eligible businesses must provide proof of operation of at least one (1) year, as well as demonstrate the need for assistance.

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Contact: \_\_\_\_\_

Number of full-time or part-time employees: \_\_\_\_\_

Annual operating budget: \_\_\_\_\_

Please describe the project/effort or expansion to be supported by this grant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide a summary of the costs/expenses associated with this event:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount approved per TCEDC: \_\_\_\_\_

\*The TCEDC reserves the right to issue up to two (2) grants per year based on need. Application for grant assistance does not guarantee that funds will be issued.

\*\*Recipient businesses cannot be affiliated with any political party.

# TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

## RESOLUTION NO. 2023-18

### **A RESOLUTION ESTABLISHING A BUSINESS INCENTIVE GRANT PROGRAM FOR NEW OR EXISTING BUSINESSES LOCATED WITHIN THE CITY LIMITS OF TEXAS CITY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on August 16, 2023, a general discussion was held concerning establishing a business incentive grant program for new or existing businesses located within the city limits of Texas City, Texas; and

**WHEREAS**, it is the recommendation of the Economic Development Director to create a business incentive grant program for new or existing businesses located within the city limits of Texas City, Texas, that will provide up to \$5,000 in grant assistance; and

**WHEREAS**, this incentive program would complement the existing efforts of the EDC to bolster economic development in the City of Texas City.

**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 establishing a business incentive grant program for new or existing businesses located within the city limits of Texas City.

**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 16th day of August 2023.**

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CHAIRMAN/PRESIDENT  
Texas City Economic Development Corporation

ATTEST:

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BOARD SECRETARY  
Texas City Economic Development Corporation

## TCEDC Agenda

6. b.

**Meeting Date:** 08/16/2023

Leasing the EDC-owned property located at 413 6th Street to The Gilded Gecko.

**Submitted For:** Kristin Edwards, Economic Development

**Submitted By:** Kristin Edwards, Economic Development

**Department:** Economic Development

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### **ACTION REQUEST (Brief Summary)**

Discussion and possible action on Resolution 2023-19, leasing the EDC-owned property located at 413 6<sup>th</sup> Street to The Gilded Gecko.

### **BACKGROUND**

The Economic Development Corporation owns the commercial property located at 413 6<sup>th</sup> Street in Texas City, and it is currently available for lease. Staff received an inquiry from George and Sherry O'Conner, operators of "The Gilded Gecko," regarding available spaces for operation and recommended the location. The operators recently visited the space and determined it would be an ideal location for their business.

The Gilded Gecko would bring additional retail to 6th Street, with "reasonably priced items" marketed to customers size 4-24.

Pending approval by the EDC, staff recommends a one-year lease agreement between the EDC and George and Sherry O'Conner with monthly rent set at \$1,000. The lease would include two (2) options to renew the lease for an additional 12 months, with rent increasing to \$1,200 per month in year two and \$1,400 per month in year three, should the tenants exercise their option(s) to renew.

### **ANALYSIS**

Approve Resolution 2023-19, a lease agreement between the EDC and George and Sherry O'Conner for 413 6<sup>th</sup> Street.

### **ALTERNATIVES CONSIDERED**

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#### **Attachments**

Gilded Gecko business plan

Proposed lease - 413 6th Street

Resolution

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## **BUSINESS PLAN**

For

**THE GILDED GECKO**

317 6<sup>th</sup> St N

Texas City, TX 77590

Prepared by Sherry O'Connor

612 ML King Jr St

Texas City, TX 77590

[Soco1951@gmail.com](mailto:Soco1951@gmail.com)

512-569-7413

## **COMPANY DESCRIPTION**

The Gilded Gecko is intended to be a boutique offering casual fashions to women sized 4-24 and accessories such as walking canes, reading glasses and jewelry, all at reasonable pricing. Researching competitors, we discovered there are no other such clothing stores in the immediate area. Other items that may be included over time include original artwork and/or renovated furniture pieces.

## **COMPANY ORGANIZATION**

Owner Sherry O'Connor will operate as a sole owner under the DBA which has been active for 6 months. Sherry's 40 years' background in such businesses include retail management positions in Palais Royal, Bealls, Dillard's, Macy's, JC Penney and other such operations. Her husband George will be the only other principal in the business for the foreseeable future. Neither will draw a salary. No other employees are anticipated for the first few months. However, we have an open mind and will hire others if the need arises.

## **MARKETING PLAN**

The Gilded Gecko marketing plan will include utilizing posts in Facebook Marketplace, Next-door Neighborhood App and print ads in local publications. We would also like to work in cooperation with other local businesses in the area and plan to participate as much as possible in community events.

## FINANCIAL DATA

Sherry's experience in the ladies' fashion retail industry has led her to reasonably believe that sales could easily average \$1000 weekly. She has invested \$8000 of her own money in inventory and fixtures and anticipates up to \$10000 in renovation costs. She has \$30,000 in the bank but would like to obtain a loan to cover these additional expenditures. An anticipated monthly breakdown of the operation is as follows:

### EXPENSES

Rent	\$900
Electric	\$150
Wi-Fi/POS	\$100
Security	\$50
Insurance	\$50
Water/sewer/trash	\$50
New inventory	<u>\$1500</u>
Total	\$2800

### SALES

\$1000/week	\$4000
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PROFIT	\$1200
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## COMMERCIAL LEASE

1. **Parties.** This COMMERCIAL LEASE (“Lease”) is entered into by Texas City Economic Development Corporation (“Landlord”) and George and Sherry O’Conner d/b/a The Gilded Gecko (“Tenant”).

2. **Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, for the term, at the rental rate, and on all the conditions in this Lease, the real property located in the City of Texas City, County of Galveston, State of Texas, containing approximately 2,250 square feet and commonly known as 413 6<sup>th</sup> Street North, Texas City, Galveston County, Texas 77590 and more specifically described as:

ABST 205 PAGE 6 S 50 FT OF LOTS 7 & 8 (7-3) BLK 158 TEXAS CITY

The real property, including the land and all improvements on it, is called the “Premises” in this Lease.

3. **Term.**

- (a) Term. The term of this Lease shall be for One (1) Year, commencing on September 1, 2023 and ending on August 31, 2024 unless terminated earlier under any provision of this Lease.
- (b) Tenant shall have (2) options to renew the Lease for an additional Twelve (12) months under the terms and conditions set forth herein provided Tenant sends written notice to Landlord not less than Sixty (60) days prior to the expiration of the existing term.
- (c) Early Possession. If Landlord permits Tenant to occupy the Premises before the commencement date of the term, the occupancy will be subject to all the provisions of this Lease. The early possession will not advance the termination date of this Lease.
- (d) Delivery of Possession. Tenant will be deemed to have taken possession of the Premises when Landlord delivers possession of the Premises to Tenant.

4. **Rent.**

- (a) Monthly Rent. On or before the first day of each month during this Lease, Tenant pay will Landlord base monthly rent as follows:

September 1, 2023 to August 31, 2024: \$1,000

Should tenant exercise options to renew, Tenant will pay Landlord base monthly rent as follows:

September 1, 2024 to August 31, 2025: \$1,200

September 1, 2025 to August 31, 2026: \$1,400

Rent for any period during the term that is for less than one month will be a prorated portion of the monthly installment. Rent will be payable without notice or demand and without any deduction, offset, or abatement in U.S. currency to Landlord at the address stated in Section 18 or to other persons or at other places as Landlord may designate in writing.

- (b) **Additional Charges.** This Lease is what is commonly called a “net lease,” which means that Landlord will receive the rent stated in Subsection 4(a) free and clear of any and all impositions, taxes, liens, charges, or expenses in connection with the ownership and operation of the Premises. In addition to the rent under Subsection 4(a), Tenant will pay to the appropriate parties all impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs, and expenses that arise or may be contemplated under any provisions of this Lease during the term. All of these charges, costs, and expenses will constitute additional charges, and if Tenant fails to pay any of the additional charges, Landlord will have the same rights and remedies as otherwise provided in this Lease for the failure to pay rent. It is the intention of the parties that this Lease will not be terminable for any reason by Tenant and that Tenant will not be entitled to any abatement of or reduction in rent, except as expressly provided. Any present or future law to the contrary will not alter this agreement of the parties.

5. [INTENTIONALLY DELETED.]

6. **Use.**

- (a) **Use.** The Premises will be used and occupied only for the purposes of maintaining and operating Texas City Martial Arts and Fitness.
- (b) **Compliance with Law.** Tenant will, at its expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term regulating the use by Tenant of the Premises. Tenant will not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or tend to unreasonably disturb any other tenants.
- (c) **Condition of Premises.** Tenant accepts the Premises in their condition as of the date of possession under this Lease, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Premises, and accepts this Lease subject to the same terms. Tenant acknowledges that neither Landlord nor Tenant’s agent has made any representation or warranty about the suitability of the Premises for the conduct of Tenant’s business.
- (d) **Insurance Cancellation.** Despite the provisions of Subsection 6(a), no use will be made or permitted to be made of the Premises that will cause the cancellation of any insurance policy covering the Premises or any building on the Premises, and if Tenant’s use of the Premises causes an increase in insurance rates, Tenant will pay the increase.

- (e) Landlord's Rules and Regulations. Tenant will faithfully observe and comply with the rules and regulations that Landlord makes. A copy of the rules and regulations is attached to this Lease. Landlord reserves the right to make all reasonable modifications to the rules and regulations, which will be binding once a copy of them is delivered to Tenant. Landlord will not be responsible to Tenant for the nonperformance of any of the rules and regulations by any other tenants or occupants.

**7. Maintenance Repairs and Alterations.**

- (a) Tenant's Obligations. Tenant will keep in good order, condition, and repair the Premises and every part of them, structural or nonstructural, and all adjacent sidewalks, landscaping, driveways, parking lots, fences, and signs located in the areas adjacent to and included with the Premises. Landlord will incur no expense and have no obligation of any kind in connection with the maintenance of the Premises except for the repair and maintenance of the roof, and Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition, and repair.
- (b) Surrender. On the last day of the term or on any earlier termination, Tenant will surrender the Premises to Landlord in good condition, broom clean, except for ordinary wear and tear. Tenant will repair any damage to the Premises occasioned by its use or by the removal of Tenant's trade fixtures, furnishings, and equipment under Subsection 7(d)(3), which will induce the patching and filling of holes and repair of structural damage.
- (c) Landlord's Rights. If Tenant fails to perform its obligations under this Article, Landlord may at its option enter the Premises, after ten (10) days' written notice to Tenant, and put the Premises in good order, condition, and repair. The cost of doing so plus interest at the rate of ten percent (10%) per year will become due and payable as additional rent to Landlord together with Tenant's next rent installment.
- (d) Alterations and Additions.
  - (1) Tenant will not, without Landlord's written consent, make any alterations, additions, or improvements in, on, or about the Premises, except for nonstructural alterations costing less than One Thousand Dollars (\$1,000.00). As a condition of giving its consent, Landlord may require that Tenant remove any alterations, additions, improvements, or utility installations at the expiration of the term and to restore the Premises to their previous condition.
  - (2) Before commencing any work relating to alterations, additions, and improvements affecting the Premises, Tenant will notify Landlord in writing of the

expected date of commencement. Landlord will then have the right to post and maintain on the Premises any notices to protect the Premises and Landlord from mechanics' liens, materialmen's liens, or any other liens. Tenant will pay, when due, all claims for labor or materials furnished to or for Tenant at or for use on the Premises. Tenant will not permit any mechanics' or materialmen's liens to be levied against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or to Tenant's agents or contractors in connection with any work performed or claimed to have been performed on the Premises by or at the direction of Tenant.

(3) Unless Landlord requires their removal under Subsection 7(d)(1), all alterations, improvements, additions, machinery, equipment, and trade fixtures made on the Premises will become the property of Landlord and remain on and be surrendered with the Premises at the expiration of the term, with the exception of Tenant's:

#### **8. Insurance and Indemnity.**

- (a) Insuring Party. As used in this Article, the term "insuring party" means the party who has the obligation to obtain the insurance required under this Lease. The insuring party will be Tenant. Whether the insuring party is Landlord or Tenant, Tenant will, as additional rent for the Premises, pay the cost of all required insurance. If Landlord is the insuring party, Tenant will, within ten (10) days after demand by Landlord, reimburse Landlord for the cost of the insurance.
- (b) Liability Insurance. Tenant will obtain and maintain during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising from the ownership, use, occupancy, or maintenance of the Premises and all-areas insurance insuring Landlord and Tenant against any liability arising from the ownership, use, occupancy, or maintenance of the Premises and all appurtenant areas. The insurance will be in an amount of at least One Million and 00/100 Dollars (\$1,000,000.00) for injury to or death of one person in any one accident or occurrence and in an amount of at least Five Hundred Thousand Dollars (\$500,000.00) for injury to or death of more than one person in any one accident or occurrence. The insurance will further insure Landlord and Tenant against liability for property damage of at least Five Hundred Thousand and 00/100 Dollars (\$500,000.00). The limits of the insurance will have a Landlord's Protective Liability endorsement attached. If Tenant fails to obtain and maintain the insurance, Landlord may, but is not required to, obtain and maintain it at Tenant's expense.
- (c) Property Insurance. The insuring party will obtain and maintain during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises, in the amount of their full replacement value, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), and sprinkler leakage. The insurance

will provide for payment for loss to Landlord or to the holder of a first mortgage or deed of trust on the Premises. If the insuring party fails to obtain and maintain the insurance, the other party may, but is not required to, obtain and maintain it at Tenant's expense.

- (d) **Insurance Policies.** Insurance required under this Lease will be in companies rated A+ AAA or better in "Best's Insurance Guide." The insuring party will deliver before possession to the other party copies of insurance policies or certificates evidencing the existence and amounts of the insurance with loss-payable clauses satisfactory to Landlord. No policy will be cancelable or subject to reduction of coverage or other modification except after ten (10) days' written notice to Landlord. If Tenant is the insuring party, Tenant will, at least ten (10) days before any policies expire, provide Landlord with renewals or "binders," or Landlord may order the insurance and charge the cost to Tenant, which will be payable by Tenant on demand. Tenant will not do or permit to be done anything that will invalidate the insurance policies referred to in Subsection 8(c). Tenant will immediately, on Landlord's demand, reimburse Landlord for any additional premiums attributable to any act, omission, or operation of Tenant causing an increase in the cost of insurance. If Landlord is the insuring party, and if the insurance policies maintained under this Lease cover other improvements in addition to the Premises, Landlord will deliver to Tenant a written statement specifying the amount of any insurance cost increase and showing in reasonable detail how it has been computed.
- (e) **Waiver of Subrogation.** Tenant and Landlord each waive any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other, for loss of or damage to the waiving party or its property or the property of others under its control, where the loss or damage is insured against under any insurance policy in force at the time of the loss or damage. Tenant and Landlord will, on obtaining the insurance policies required under this Lease, give notice to the insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease.
- (f) **Hold Harmless.** Tenant will indemnify, defend, and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or things that may be permitted or suffered by Tenant on or about the Premises. Tenant will also indemnify, defend, and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees, or invitees and from any and all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding. Tenant assumes all risk of damage to property or injury to persons on or about the Premises from any cause, and Tenant waives all claims for such damage or injury against Landlord, except where it arises from the negligence of Landlord.

- (g) **Exemption of Landlord from Liability.** Tenant agrees that Landlord will not be liable for injury to Tenant's business or any loss of income or for damage to the goods, wares, merchandise, or other property of tenant, Tenant's employees, invitees, customers, or any other person on or about the Premises. Unless it is negligent, Landlord will not be liable for injury to the person of Tenant, Tenant's employees, agents, contractors, or invitees. These exemptions of Landlord from liability apply whether the damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether the damage or injury results from conditions arising on the Premises or on other parts of the building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of the damage or injury or the means of repairing it is inaccessible to Landlord or Tenant. Landlord will not be liable for any damages arising from any act or neglect of any other tenant of the building in which the Premises are located.

9. **Damage or Destruction.** If the improvements on the Premises are damaged or destroyed, partially or totally, from any cause, whether or not the damage or destruction is covered by any insurance required to be maintained under Section 8, Tenant will repair, restore, and rebuild the Premises to their condition existing immediately before the damage or destruction, and this Lease will continue in full force and effect. This repair, restoration, and rebuilding (all of which are called the "repair") will be commenced within a reasonable time after the damage or destruction and will be diligently prosecuted to completion. There will be no abatement of rent or of any other obligation of Tenant by reason of the damage or destruction. The proceeds of any insurance maintained under Subsection 8(c) will be made available to Tenant for payment of the cost and expense of the repair; however, the proceeds may be made available to Tenant subject to reasonable conditions, including but not limited to architect's certification of costs and retention of a percentage of the proceeds pending final notice of completion. If the proceeds are not made available to Tenant within ninety (90) days after the damage or destruction, Tenant will have the option for thirty (30) days, commencing on the expiration of the ninety-day (90-day) period, of canceling this Lease. If Tenant exercises this option, Tenant will have no further obligation under this Lease and will have no further claim against Landlord; however, Landlord will return to Tenant as much of Tenant's security deposit as has not been applied by Landlord. Tenant will exercise the option by written notice to Landlord within the thirty-day (30-day) period. If the insurance proceeds are insufficient to cover the cost of the repair, any excess amount required to complete the repair will be paid by Tenant.

- (a) **Damage near End of Term.** If the Premises are partially destroyed or damaged during the last six (6) months of the term of this Lease, Landlord may, at its option, cancel and terminate this Lease as of the date the damage occurred by giving written notice to Tenant within thirty (30) days.
- (b) **Prorations.** On termination of this Lease under this Section, a prorated adjustment of rent based on a thirty-day (30-day) month will be made. Landlord will also return to Tenant as much of Tenant's security deposit as has not been applied by Landlord.

10. **Real Property Taxes.**

- (a) Payment of Taxes. Tenant will pay all real property taxes applicable to the Premises during the term of this Lease. All payments will be made at least ten (10) days before their delinquency date. Tenant will promptly provide Landlord with satisfactory evidence that the taxes have been paid. If any taxes paid by Tenant cover any time period before or after the term expires, Tenant's share of the taxes will be equitably prorated to cover only the time period within the tax fiscal year during which this Lease is in effect, and Landlord will reimburse Tenant to the extent required. If Tenant fails to pay any such taxes, Landlord will have the right to pay them, and Tenant will repay the amount to Landlord with Tenant's next rent installment plus interest at the rate of ten percent (10%) per year.
- (b) Definition of "Real Property Taxes." The term "real property taxes" includes any form of assessment, license fee, rent tax, levy, penalty, or tax (other than inheritance or estate taxes) imposed by any authority having the direct or indirect power to tax, including any city, county, state, or federal government, or any school, agricultural, lighting, drainage, or other improvement district, as against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, as against Landlord's right to rent or other income from the Premises, or as against Landlord's business of leasing the Premises. In addition, Tenant will pay any and all charges and fees that may be imposed by the Environmental Protection Agency or other similar government regulations or authorities.
- (c) Joint Assessment. If the Premises are not separately assessed, Tenant's liability will be an equitable proportion of the real property taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Landlord from the respective valuations assigned in the assessor's work sheets or other reasonably available information. Landlord's reasonable determination of the proportion, in good faith, will be conclusive.
- (d) Personal Property Taxes.
  - (1) Tenant will pay before delinquency all taxes assessed against and levied on leasehold improvements, trade fixtures, furnishings, equipment, and all other personal property of Tenant contained on the Premises or elsewhere. Tenant will ensure that all of its personal property is assessed and billed separately from the real property of Landlord.
  - (2) If any of Tenant's personal property is assessed with Landlord's real property, Tenant will pay Landlord the taxes attributable to Tenant within ten (10) days after receiving a written statement specifying the taxes applicable to Tenant's property.

11. **Common Areas.** When there are Common Areas, the following will apply:

- (a) **Definitions.** The term “Common Areas” means all areas and facilities outside the Premises that are provided and designated for general use and convenience of Tenant and other tenants and their respective officers, agents, employees, customers, and invitees. Common Areas include (but are not limited to) any pedestrian sidewalks, landscaped areas, roadways, and parking areas. Landlord reserves the right to make changes in the shape, size, location, number, and extent of the land and improvements constituting the Common Areas. Landlord may designate additional parcels of land for use as a part of the Common Areas, and any additional land so designated will be included until the designation is revoked by Landlord.
- (b) **Maintenance.** Landlord will operate, manage, and maintain the Common Areas so that they are clean and free from accumulations of debris, filth, rubbish, and garbage. The manner in which the Common Areas are maintained, and the expenditures for the maintenance, will be at the sole discretion of Landlord, and the use of the Common Areas will be subject to reasonable regulations made by Landlord, including (but not limited to) the right to close all or part of the Common Areas to the extent legally sufficient, in the opinion of Landlord’s counsel, to prevent a dedication or the accrual of rights of any person or of the public in the Common Areas.
- (c) **Tenant’s Rights and Obligations.** Landlord grants to Tenant, during the term of this Lease, the license to use, for the benefit of Tenant and its officers, agents, employees, customers, and invitees, in common with the others entitled to such use, the Common Areas, subject to the rights, powers, and privileges reserved to Landlord. Storage, either permanent or temporary, of any materials, supplies, or equipment in the Common Areas is strictly prohibited. If Tenant violates this provision of the Lease, Landlord may, at its option, either terminate the Lease or, without notice to Tenant, remove the materials, supplies, or equipment from the Common Areas and place them in storage, the cost to be reimbursed by Tenant within ten (10) days after receiving a statement submitted by Landlord. All later costs in connection with the storage will be paid to Landlord by Tenant as accrued. Tenant's failure to pay these charges within ten (10) days after receiving a statement will constitute a breach of this Lease. Tenant and its officers, agents, employees, customers, and invitees will park their motor vehicles only in areas designated by Landlord for that purpose. Within five (5) days after a request from Landlord, Tenant will give Landlord a list of the license numbers assigned to its motor vehicles and those of its officers, agents, and employees. Tenant will not at any time park or permit the parking of motor vehicles, belonging to it or to others, so as to interfere with the pedestrian sidewalks, roadways, and loading areas, or in any part of the parking areas not designated by Landlord for such use by Tenant. Tenant agrees that receiving and shipping of goods and merchandise and all removal of refuse will be made only by way of the loading areas constituting part of the Premises. Tenant will repair, at its cost, all deteriorations or damages to the Common Areas caused by its lack of ordinary care.

- (d) Construction. Tenant, while engaged in constructing improvements or making repairs or alterations on or about the Premises or in their vicinity, will have the right to make reasonable use of the Common Areas.

12. **Utilities.** Tenant will pay for all water, gas, heat, light, power, telephone, and other utilities and services supplied to the Premises, together with any taxes. If any of those services are not separately metered to Tenant, Tenant will pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.

13. **Assignment and Subleasing.**

- (a) Landlord's Consent Required. Tenant will not voluntarily or by operation of law assign, transfer, mortgage, sublease, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's written consent, which Landlord will not unreasonably withhold. Any attempted assignment, transfer, mortgage, encumbrance, or subleasing without consent will be void and will constitute a breach of the Lease. Any transfer of Tenant's interest in this Lease or in the Premises from Tenant by merger, consolidation, or liquidation, or by any later change in the ownership of fifty-one percent (51%) to any individual or entity who is not an original party to this Lease shall be deemed a prohibited assignment within the meaning of this Section.
- (b) No Release of Tenant. Regardless of Landlord's consent, no assignment or subleasing will release Tenant of its obligation to pay the rent and to perform all of its other obligations for the term of this Lease. The acceptance of rent by Landlord from any other person will not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subleasing will not be deemed consent to any later assignment or subleasing.

14. **Defaults and Remedies.**

- (a) Defaults. The occurrence of any one or more of the following events will constitute a default and breach of this Lease by Tenant:
  - (1) The vacating or abandonment of the Premises by Tenant.
  - (2) The failure by Tenant to make any payment of rent or any other required payment when due, if such failure continues for three (3) days after written notice from Landlord.
  - (3) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in Subsection 14(a)(2) above, if such failure continues for thirty (30) days after written notice from Landlord to Tenant; however, if the nature of Tenant's default is such that more than thirty (30) days are required for performance, Tenant will not be in default if Tenant commences performance

within the thirty-day (30-day) period and diligently prosecutes the cure to completion.

(4) (i) The making by Tenant of any general assignment or general arrangement for the benefit of creditors, (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, it is dismissed within sixty (60) days), (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days, or (iv) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, if the seizure is not discharged within thirty (30) days.

(b) Remedies in Default. If there is any default or breach by Tenant, Landlord may at any time, with or without notice or demand and without limiting Landlord in the exercise of any other right or remedy that Landlord may have, do any of the following:

(1) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease will terminate and Tenant will immediately surrender possession of the Premises to Landlord. Landlord will be entitled to recover from Tenant all damages incurred by Landlord because of Tenant's default, including but not limited to the cost of recovering possession of the Premises; the expense of re-leasing, including necessary renovation and alteration of the Premises, reasonable attorney fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the rental loss for the same period that tenant proves could be reasonably avoided; and the part of the leasing commission paid by Landlord applicable to the unexpired term of this Lease. Unpaid installments of rent or other amounts will bear interest from the date due at the rate of ten percent (10%) per year. If Tenant abandons the Premises, Landlord will have the option of (i) retaking possession of the Premises and recovering from Tenant the amount specified in this Section, or (ii) proceeding under Subsection 14(b)(2).

(2) Maintain Tenant's right to possession, in which case this Lease will continue in effect whether or not Tenant has abandoned the Premises. Landlord will be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due.

(3) Pursue any other remedy now or later available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

(c) Default by Landlord. Landlord will not be in default unless Landlord fails to perform its obligations within a reasonable time, but in no event later than thirty

(30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address will have been furnished to Tenant in writing, specifying how Landlord has failed to perform its obligation; however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, Landlord will not be in default if Landlord commences performance within the thirty-day (30-day) period and diligently prosecutes the cure to completion.

- (d) Late Charges. Tenant acknowledges that late payment of rent and other amounts will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include but are not limited to processing and accounting charges and late charges that may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other amount due from Tenant is not received by Landlord or Landlord's designee within ten (10) days after written notice that the amount is past due, Tenant will pay to Landlord a late charge equal to ten percent (10%) of the overdue amount. The parties agree that the late charge will not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of its other rights and remedies.

15. **Condemnation.** If the Premises or any part of them are taken under the power of eminent domain or sold by Landlord under the threat of the exercise of that power (all of which is referred to as "condemnation"), this Lease will terminate for the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If more than twenty-five percent (25%) of the floor area of any buildings on the Premises, or more than twenty-five percent (25%) of the land area of the Premises not covered with buildings, is taken by condemnation, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes possession by written notice within twenty (20) days after Landlord notifies Tenant of the taking or, in the absence of notice, within twenty (20) days after the condemning authority takes possession. If this Lease is not terminated by either Landlord or Tenant, it will remain in full force and effect for the rest of the Premises, except that the rent will be reduced in proportion to the floor area of the building taken within the Premises as to the total floor area of all buildings located on the Premises. If this Lease is not terminated, Landlord, at its sole cost, will as soon as reasonably possible restore the Premises to a complete unit of like quality and character as existed before the condemnation. All awards for the taking of any part of the Premises or any payment made under the threat of the exercise of power of eminent domain will be the property of Landlord, whether made as compensation for diminution of value of the leasehold or for the taking of the fee or as severance damages; however, Tenant will be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property.

16. **General Provisions.**

- (a) Offset Statement.

(1) Tenant will at any time on at least ten (10) days' written notice from Landlord execute, acknowledge, and deliver to Landlord a written statement (i) certifying that this Lease is unmodified and in full force and effect (or, if

modified, stating the nature of the modification and certifying that this Lease, as modified, is in full force and effect) and the date to which the rent, security deposit, and other charges are paid in advance, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord, or specifying any defaults that are claimed. The statement may be conclusively relied on by any prospective purchaser or encumbrancer of the Premises.

(2) Tenant's failure to deliver the statement on time will be conclusive on Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one (1) month's rent has been paid in advance.

(3) If Landlord wants to finance or refinance all or any part of the Premises, Tenant will deliver to any lender designated by Landlord any financial statements of Tenant reasonably required by the lender. The statements will include the past three (3) years of Tenant's financial statements. All financial statements will be received by Landlord in confidence and will be used only for the purposes stated in this Article.

- (b) Landlord's Interests. The term "Landlord" as used in this Lease means only the owner or owners at the time in question of the fee title or a tenant's interest in a ground lease of the Premises. If there is any transfer of the title or interest, Landlord (and in case of any later transfers, the grantor) will be relieved from and after the date of the transfer of all liability for Landlord's obligations to be performed, provided that any funds in the hands of Landlord or the grantor at the time of the transfer, in which Tenant has an interest, will be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord will be binding on Landlord's successors and assigns only during their respective periods of ownership.
- (c) Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, will in no way affect the validity of any other provision.
- (d) Interest on Past-Due Obligations. Except as expressly provided in this Lease, any amount not paid to Landlord when due will bear interest at ten percent (10%) per year from the due date. Payment of interest will not excuse or cure any default by Tenant under this Lease.
- (e) Time of Essence. Time is of the essence in this Lease.
- (f) Headings. Article and paragraph headings are not a part of this Lease's terms.
- (g) Entire Agreement; Amendment. This Lease contains the entire agreement between the parties. All understandings, discussions, and agreements previously made between the parties, written or oral, are superseded by this Lease, and neither party

is relying on any warranty, statement, or representation not contained in this Lease. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

- (h) **Waivers.** No waiver by Landlord of any provision of this Lease will be deemed a waiver of any other provision or of any later breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act will not be deemed to make unnecessary the obtaining of Landlord's consent to or approval of any later act by Tenant. The acceptance of rent by Landlord will not be a waiver of any preceding breach by Tenant, other than Tenant's failure to pay the particular rent accepted, regardless of Landlord's knowledge of the preceding breach when the rent was accepted.
- (i) **Recording.** Tenant will not record this Lease in any public records. Any such recordation will be a breach of this Lease.
- (j) **Holding Over.** If Tenant remains in possession of the Premises or any part of them after the term expires with Landlord's express written consent, the occupancy will be a tenancy from month to month at a rental rate in the amount of the last monthly rent plus all other charges payable, and on the terms applicable to month-to-month tenancy.
- (k) **Cumulative Remedies.** No remedy or election under this Lease will be deemed exclusive, but instead will, wherever possible, be cumulative with all other remedies at law or in equity.
- (l) **Covenants and Conditions.** Each provision of this Lease performable by Tenant will be deemed both a covenant and a condition.
- (m) **Binding Agreement; Governing Law.** Subject to any provisions restricting assignment or subleasing by Tenant and subject to the provisions of Subsection 16(b), this Lease and all of its terms, provisions, and covenants will apply to, be binding on, and inure to the benefit of the parties and their respective successors and assigns. This Lease will be governed by and interpreted under the laws of the state where the Premises are located, regardless of any conflict-of-law rules.
- (n) **Subordination.**
  - (1) At Landlord's option, this Lease will be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or later placed on the real property of which the Premises are a part and to any and all advances made on the security and to all renewals, modifications, consolidations, replacements, and extensions. Despite this subordination, Tenant's right to quiet possession of the Premises will not be disturbed if Tenant is not in default and as long as Tenant pays the rent and observes and performs all the provisions of this Lease, unless this Lease is otherwise terminated under its terms. If any mortgagee,

trustee, or ground lessor elects to have this Lease prior to the lien of its mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this Lease will be deemed prior to the mortgage, deed of trust, or ground lease, whether this Lease is dated before or after the date of the mortgage, deed of trust, or ground lease or the date of its recording.

- (2) Tenant will execute any documents required to effectuate the subordination or to make this Lease prior to the lien of any mortgage, deed of trust, or ground lease, and failing to do so within ten (10) days after written demand will make, constitute, and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place, and stead to do so.
- (o) **Attorney Fees.** If either party brings an action to enforce the terms of this Lease or declare rights under it, the prevailing party in the action, at trial or on appeal, will be entitled to reasonable attorney fees to be paid by the losing party as fixed by the court. The term "prevailing party" means the party that has succeeded on a significant issue in the litigation and achieved a benefit with respect to the claims at issue, taken as a whole, whether or not damages are actually awarded to that party.
- (p) **Landlord's Access.** Landlord and its agents will have the right to enter the Premises at reasonable times for the purpose of inspecting them, showing them to prospective purchasers or lenders, and making alterations, repairs, improvements, or additions to the Premises or to the building of which they are a part as Landlord may deem necessary or desirable. Landlord may at any time during the last one hundred twenty (120) days of the term place on or about the Premises any ordinary "For Sale or Lease" signs, all without rebate of rent or liability to Tenant.
- (q) **Auctions.** Tenant will not place any auction sign on the Premises or conduct any auction on the Premises without Landlord's written consent.
- (r) **Merger.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation of the Lease, will not cause a merger and will, at Landlord's option, terminate any or all existing subtenancies or may, at Landlord's option, operate as an assignment to Landlord of any or all subtenancies.
- (s) **Corporate Authority.** If Tenant is a corporation, each individual executing this Lease on behalf of the corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation in accordance with a duly adopted resolution of its board of directors or in accordance with its bylaws, and that this Lease is binding on the corporation.
- (t) **Landlord's Liability.** If Landlord is a limited partnership, the liability of the partners under this Lease will be limited to the assets of the partnership. Tenant and its successors and assigns waive all rights to proceed against any of the partners, or the officers, shareholders, or directors of any corporate partner of Landlord except

to the extent of their interest in the partnership. The term "Landlord," as used in this Article, means only the owners at the time in question of the fee title or its interest in a ground lease of the Premises, and if there is any transfer of the title or interest, Landlord (and in case of any later transfer, the grantor) will be relieved from all liability for Landlord's obligations to be performed, provided that any funds in the hands of Landlord or the grantor at the time of the transfer, in which Tenant has an interest, will be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord will be binding on Landlord's successors and assigns only during their respective periods of ownership.

- (u) Lien. Landlord is granted an express contractual lien, in addition to any lien provided by law, and a security interest in all property of Tenant found on the Leased Premises to secure compliance by Tenant with all terms of this Lease.

17. **Performance Bond.** At any time Tenant either wants to or is required to make any repairs, alterations, improvements, or utility installation, under Subsection 7(d) or Section 9 or otherwise, Landlord may at its sole option require Tenant, at Tenant's sole cost and expense, to obtain and provide to Landlord a lien and completion bond in an amount equal to one and one-half (1½) times the estimated cost of the improvements, to insure Landlord against liability for mechanic's and materialmen's liens and to insure completion of work.

18. [INTENTIONALLY DELETED].

19. [INTENTIONALLY DELETED].

20. **Notices.** Any notice or demand under this Lease will be in writing and either served personally or sent by U.S. mail, postage prepaid, to the following addresses:

**Landlord:**

Texas City Economic Development Corporation  
1809 9th Ave. N.  
Texas City, Texas 77590  
Attn: Economic Development

**Tenant:**

George O'Conner - 678-431-6998  
Sherry O'Conner - 512-569-7413  
612 ML King Jr. Blvd  
Texas City, TX 77590

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**LANDLORD:**

**Texas City Economic Development Corporation,**  
a Texas non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
George O'Conner

\_\_\_\_\_  
Sherry O'Conner

**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 2023-19**

**A RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON TO ENTER INTO A LEASE AGREEMENT WITH THE GILDED GECKO; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation (TCEDC), duly held on August 16, 2023, a general discussion was held concerning authorizing the Chairperson or Vice-Chairperson to enter into a Lease Agreement with The Gilded Gecko for property located at 413 6th Street; and

**WHEREAS**, pending approval by the TCEDC, staff recommends a one-year lease agreement between the TCEDC and George and Sherry O’Conner with monthly rent set at \$1,000. The lease would include two (2) options to renew the lease for an additional 12 months, with rent increasing to \$1,200 per month in year two and \$1,400 per month in year three, should the tenants exercise their option(s) to renew.

**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 signing of an agreement with The Gilded Gecko.

**SECTION 2:** The Chairperson or Vice-Chairperson is hereby authorized to execute any documents necessary for the agreement with The Gilded Gecko.

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

**PASSED AND ADOPTED this 16th day of August 2023.**

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CHAIRPERSON/VICE CHAIRPERSON  
Texas City Economic Development Corporation

ATTEST:

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BOARD SECRETARY

Texas City Economic Development Corporation

**TCEDC Agenda**

**6. c.**

**Meeting Date:** 08/16/2023

landscaping incentive program for businesses located in the city limits of Texas City, Texas

**Submitted For:** Kristin Edwards, Economic Development

**Submitted By:** Kristin Edwards, Economic Development

**Department:** Economic Development

**ACTION REQUEST (Brief Summary)**

Discussion and possible action regarding the development of a landscaping incentive program for new or existing businesses located within the city limits of Texas City, Texas.

**BACKGROUND**

The Texas City Economic Development Corporation allocates funds each fiscal year to support business incentives.

Effective FY24, staff is proposing a new incentive program to provide incoming or existing businesses with financial assistance for landscaping installation or improvements. This hybrid incentive/redevelopment program would benefit businesses throughout Texas City, especially those located in special purpose districts with landscaping standards, such as the Industrial Business District, the Gateway Overlay District, etc.

Specifically, the program would provide reimbursement of up to 50% of landscaping costs, not to exceed \$15,000 for new/incoming businesses or \$10,000 for existing businesses. Successful applicants would meet landscaping requirements to be developed by the City in partnership with community stakeholders.

With EDC approval, staff will create an application packet and will begin the process of developing landscaping standards in partnership with the Planning and Engineering Department.

**ANALYSIS**

Authorize staff to develop a landscaping incentive program for new or existing businesses located within the city limits of Texas City, Texas.

**ALTERNATIVES CONSIDERED**

**Attachments**

Resolution

# TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

## RESOLUTION NO. 2023-20

### **A RESOLUTION ESTABLISHING A LANDSCAPING INCENTIVE PROGRAM FOR NEW OR EXISTING BUSINESSES LOCATED WITHIN THE CITY LIMITS OF TEXAS CITY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on August 16, 2023, a general discussion was held concerning establishing a landscaping incentive program for new or existing businesses located within the city limits of Texas City, Texas; and

**WHEREAS**, it is the recommendation of the Economic Development Director to create a business incentive program to provide incoming or existing businesses within the city limits of Texas City, Texas, with financial assistance for landscaping installation or improvements; and

**WHEREAS**, this incentive program would provide reimbursement of up to 50% of landscaping costs, not to exceed \$15,000 for new/incoming businesses or \$10,000 for existing businesses. Successful applicants would meet landscaping requirements to be developed by the City in partnership with community stakeholders.

**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 establishing a landscaping incentive program for new or existing businesses located within the city limits of Texas City.

**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 16th day of August 2023.**

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CHAIRMAN/PRESIDENT  
Texas City Economic Development Corporation

ATTEST:

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BOARD SECRETARY  
Texas City Economic Development Corporation

## **TCEDC Agenda**

**6. d.**

**Meeting Date:** 08/16/2023

Establishing a Chamber membership grant program for businesses located in the city limits of Texas City, Texas

**Submitted For:** Kristin Edwards, Economic Development

**Submitted By:** Kristin Edwards, Economic Development

**Department:** Economic Development

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### **ACTION REQUEST (Brief Summary)**

Discussion and possible action for Resolution No. 2023-21, establishing a Chamber membership grant program for new or existing businesses located within the city limits of Texas City, Texas.

### **BACKGROUND**

The Texas City Economic Development Corporation allocates funds each fiscal year to support business incentives.

Effective FY24, staff is proposing a new incentive program to provide new or existing businesses with funding assistance to join the Texas City-La Marque Chamber of Commerce for one (1) year. This one-time grant would not exceed \$500 per business. It is the belief of the Texas City EDC that membership and active participation in the TCLM Chamber can lead to stronger community connections, higher public awareness of local businesses, and additional jobs in the City of Texas City.

Applicants must fall into one of two categories:

1. New for-profit businesses (operational for less than one year) operating within the city limits of Texas City; or
2. Existing for-profit businesses with ten (10) employees or fewer who have not previously joined the Texas City-La Marque Chamber of Commerce.

All requests for funding assistance will be reviewed and approved by the EDC. For awareness, the La Marque Economic Development Corporation has established a similar program, operating funding assistance to qualifying businesses in an amount not to exceed \$500 per business. A maximum of twenty (20) businesses would be eligible per year, or up to \$10,000 per year.

This incentive program would complement the existing efforts of the EDC to bolster economic development in the City of Texas City. The addition of this program would not negatively impact or change the proposed FY24 budget previously reviewed by the EDC.

### **ANALYSIS**

to establish a Chamber membership grant program for new or existing businesses located within the city limits of Texas City, Texas.

### **ALTERNATIVES CONSIDERED**

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## **Attachments**

Chamber grant application  
Resolution

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# Texas City Economic Development Corporation

## Application for Chamber Membership Grant

1801 9<sup>th</sup> Avenue North, Texas City, Texas 77590 - 409-739-7538

### Purpose:

The purpose of the Chamber Membership Grant program is to promote small businesses in Texas City by providing funding assistance to join the Texas City - La Marque Chamber of Commerce for one (1) year. This one-time grant shall not exceed \$500.

It is the belief of the Texas City Economic Development Corporation (TCEDC) that membership and active participation in the Texas City-La Marque Chamber of Commerce can lead to stronger community connections, higher public awareness and additional jobs in the City of Texas City.

### Eligibility:

1. Applicants must represent a new (less than 1 year) for-profit business operating within the city limits of Texas City, Texas.
2. Existing for-profit businesses may qualify if they have not previously joined the Texas City - La Marque Chamber of Commerce and have ten (10) employees or less.

Requests for the Chamber Membership Grant for joining the Texas City - La Marque Chamber of Commerce must be approved by the EDC Board. This application will become the agreement between the applicant and the Texas City Economic Development Corporation. Any false representations will be grounds for voiding the application/agreement. This original application must be submitted to Director of Economic Development Kristin Edwards either in-person/via mail to City Hall (1801 9<sup>th</sup> Avenue North) or via email at [kedwards@texascitytx.gov](mailto:kedwards@texascitytx.gov).

Date of Application: \_\_\_\_\_

Date Business Opened in Texas City:

\_\_\_\_\_

Number of  
Employees: \_\_\_\_\_

Business Name: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Email  
Address: \_\_\_\_\_

Business Website: \_\_\_\_\_

**Requirements:**

Please return your completed application with the following item:

1. A copy of your City of Texas City certificate of occupancy and/or most current City of Texas City commercial water bill.

**Process:**

Approved businesses will qualify for a payment up to \$500 that will be made directly to the Texas City – La Marque Chamber of Commerce on behalf of the business. After Board approval, a purchase order will be established, and the payment will be sent. The payment will be sent approximately thirty (30) days after approval.

**Signatures**

**Business Owner:**

\_\_\_\_\_

**Texas City Economic Development Corporation:**

\_\_\_\_\_

# TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

## RESOLUTION NO. 2023-21

**A RESOLUTION ESTABLISHING A TEXAS CITY- LA MARQUE CHAMBER OF COMMERCE MEMBERSHIP GRANT PROGRAM FOR NEW OR EXISTING BUSINESSES LOCATED WITHIN THE CITY LIMITS OF TEXAS CITY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on August 16, 2023, a general discussion was held concerning establishing a Texas City- La Marque Chamber of Commerce membership grant program for new or existing businesses located within the city limits of Texas City, Texas; and

**WHEREAS**, it is the recommendation of the Economic Development Director to create a Texas City- La Marque Chamber of Commerce membership grant program to provide incoming or existing businesses within the city limits of Texas City, Texas, with funding assistance to join the Texas City-La Marque Chamber of Commerce for one (1) year, not to exceed \$500.00 per business; and

**WHEREAS**, all requests for funding assistance will be reviewed and approved by the Texas City Economic Development Corporation.

**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 establishing a Texas City- La Marque Chamber of Commerce membership grant program for new or existing businesses located within the city limits of Texas City, 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 16th day of August 2023.**

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CHAIRMAN/PRESIDENT  
Texas City Economic Development Corporation

ATTEST:

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BOARD SECRETARY  
Texas City Economic Development Corporation