

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

OCTOBER 4, 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 August 16, 2023 TCEDC Meeting Minutes.
5. PUBLIC COMMENTS
6. NEW BUSINESS
 - a. Discussion and possible action on Resolution 2023-22, ratifying an agreement between the Texas City Economic Development Corporation and The Gilded Gecko for the purpose of providing signage.
 - b. Discussion and possible action on Resolution No. 2023-23, ratifying an agreement between the Texas City Economic Development Corporation and The Gilded Gecko for the purpose of providing exterior paint.
 - c. Discussion and possible action on Resolution No. 2023-24, establishing a Business Incentive Grant (BIG) Program for new or existing businesses located within the city limits of Texas City, Texas.

- d. Discussion and possible action on Resolution No. 2023-25, ratification of an extension of an existing agreement with Air Products and Chemicals, Inc.
7. UPDATES AND REPORTS
- a. Small Business Development Center Update
Texas City-La Marque Chamber of Commerce
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 SEPTEMBER 29, 2023, PRIOR TO 3:30 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

4.

Meeting Date: 10/04/2023

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider Approval of the August 16, 2023 TCEDC Meeting Minutes.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Minutes

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS MEETING

MINUTES

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

CITY HALL COUNCIL ROOM

The Texas City Economic Development Corporation Board of Directors met August 16, 2023, at 3:30 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 3:30 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
Laura Boyd, Ex-Officio Member / Treasurer

Absent: Bruce Clawson, Director

Staff Present: Jon Branson, Executive Director of Management Services
Kristin Edwards, Economic Development Director
Rhomari Leigh, Board Secretary
Ryan McClellan, City Staff
Kim Golden, City Staff
Titilayo Smith, City Staff
Ariel Callis, City Staff

Attendees: Melissa Duarte, Advisor
Carla Voelkel, Advisor

(3) CONFLICT OF INTEREST DECLARATION

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

Motion by Vice-Chairperson Randy Dietel, Seconded by Mayor/ Director Dedrick D. Johnson

Vote: 3 - 0 CARRIED

(5) PUBLIC COMMENTS

Henry Gomez, resident, asked the Board how much of the EDC's budget is derived from ad valorem taxes.

(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.

Kristin Edwards, Director of Economic Development, proposed 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 and demonstrate the need for assistance. This grant would be issued up to two (2) times per fiscal year, based on need.

Motion by Vice-Chairperson Randy Dietel, Seconded by Mayor/ Director Dedrick D. Johnson to table this resolution for further research.

- (b)** Discussion and possible action on Resolution No. 2023-19, entering into a leasing agreement of EDC-owned property located at 413 6th Street to The Gilded Gecko.

Kristin Edwards, Director of Economic Development, recommended 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.

Motion by Vice-Chairperson Randy Dietel, Seconded by Mayor/ Director Dedrick D. Johnson to approve a lease agreement with The Gilded Gecko.

Vote: 3 - 0 CARRIED

- (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.

Kristin Edwards, Director of Economic Development, proposed 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.

Motion by Mayor/ Director Dedrick D. Johnson, Seconded by Vice-Chairperson Randy Dietel to approve establishing a landscaping incentive program with stipulations.

Vote: 3 - 0 CARRIED

- (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.

Kristin Edwards, Director of Economic Development, proposed 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. 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 annually.

Motion by Mayor/ Director Dedrick D. Johnson, Seconded by Vice-Chairperson Randy Dietel to establish a Chamber membership grant program.

Vote: 3 - 0 CARRIED

(7) ADJOURNMENT

Having no further business, Mark Ciavaglia made a Motion to ADJOURN at 4:09 p.m. The meeting was adjourned.

Board Secretary
Texas City Economic Development Corporation

Date Approved: _____

TCEDC Agenda

6. a.

Meeting Date: 10/04/2023

ratifying an agreement between TCEDC and The Gilded Gecko for the purpose of providing signage.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approval of Resolution 2023-22, ratifying an agreement between the Texas City Economic Development Corporation and The Gilded Gecko for the purpose of providing signage.

BACKGROUND

The Economic Development Corporation has historically provided incentives to businesses located on 6th Street to actively promote the redevelopment of 6th Street and encourage visitation to the area. Specifically, the 6th Street Signage incentive program allows for the EDC to pay for 100% of new signage for a qualifying business.

As of September 1, George and Sherry O’Conner d/b/a The Gilded Gecko leased 413 6th Street from the EDC, and repairs and improvements are underway prior to its grand opening. As the business is in need of new signage as well as new door lettering, staff has obtained an estimate from TNT Signs to cover both needs. The estimate – with a total cost of \$875 – is provided for review. Staff verified with TNT that the lettering will meet all Texas City Fire Marshal requirements. Funds are available to support the incentive program in the EDC budget under Business Incentives (801-050-53111).

In the event the Tenants vacate 413 6th Street after one (1) year, Tenant has agreed to reimburse TCEDC for 50% of the total cost of sign installation, and to reimburse 25% if vacating after two (2) years.

To meet the timeline necessary to allow the business to open on schedule, George and Sherry O’Conner signed the agreement in September 2023.

ANALYSIS

Approve Resolution 2023-22, ratifying an agreement between the Texas City Economic Development Corporation and George and Sherry O’Conner (The Gilded Gecko) for the purpose of providing business signage.

ALTERNATIVES CONSIDERED

Attachments

413 6th Street Sign

TNT Estimate - 413 signage

Resolution

STATE OF TEXAS
COUNTY OF GALVESTON

**BUSINESS OWNER INCENTIVE PACKAGE AGREEMENT WITH TEXAS CITY
ECONOMIC DEVELOPMENT CORPORATION**

This AGREEMENT is entered into this 5th day of September, 2023, between the Texas City Economic Development Corporation, ("TCEDC") and George and Sherry O'Conner ("Tenant"), located at 413 6th Street N., Texas City, Texas, 77590.

ARTICLE I
PURPOSE OF AGREEMENT

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

ARTICLE II
RIGHTS AND OBLIGATIONS OF THE CITY

1. TCEDC shall pay TNT SIGNS (2212 Palmer Highway, Texas City, TX 77590) for approved signs, as set out in Exhibit "A", attached hereto and made a part hereof.
2. TCEDC shall arrange with TNT SIGNS to meet and finalize signage in line with guidelines for the 6th Street area businesses.

ARTICLE III
RIGHTS AND OBLIGATIONS OF TENANT

Owner/Tenant covenants and agrees as follows:

1. Maintain the business located at 413 6th Street N., Texas City, Galveston County, Texas ("the Property"), for a minimum five-year period.
2. Maintain attractive appearance on the exterior of the Property for a minimum five-year period.
3. Keep and maintain the sign(s) on the Property, secured and in good repair, for a minimum five-year period, except in cases of acts of God.
4. Use only the approved signs, provided by TNT SIGNS, on the exterior facia.
5. Comply with all City Ordinances.
6. Wash or clean regularly the façade from dirt, soil, marks, or other distractions or blemishes on the paint surface.

7. In the event that any of the obligations of the Tenant are not fulfilled in their entirety, the Tenant will be responsible for reimbursing all funds advanced by TCEDC.
8. In the event that the Tenant vacates 413 6th Street after one (1) year, Tenant agrees to reimburse TCEDC 50% of the total cost of the sign installation. In the event that the Tenant vacates 413 6th Street after two (2) years, Tenant agrees to reimburse TCEDC 25% of the total cost of the sign installation.

ARTICLE IV COORDINATION

1. The Owner/Tenant and TNT SIGNS will work together to design new signage. The TCEDC and the Tenant will coordinate with TNT SIGNS for approval of the design for new 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/Tenant 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:
Economic Development Director
Attn: Kristin Edwards
1801 - 9th Avenue North

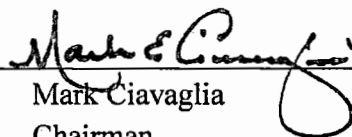
Texas City, Texas 77590
(409) 739-7538

Business:


George and Sherry O'Conner, Tenants
612 MLKing Jr. Blvd.
Texas City, Texas 77590

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

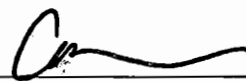
Texas City Economic
Development Corporation:

By: 
Mark Ciavaglia
Chairman

413 6th Street N. :

By: 
Sherry O'Connor, Tenant

413 6th Street N. :

By: 
George O'Conner, Tenant

NB Graphics, LLC dba TnT Signs

2212 Palmer Hwy
Texas City, TX 77590 US
sales@tnsigns.net
www.tnsigns.net



Estimate

| | | | |
|-------------------------|-------------------------|----------|------------|
| ADDRESS | SHIP TO | ESTIMATE | 1695 |
| City of Texas City | City of Texas City | DATE | 08/31/2023 |
| 1801 9th Avenue North | 1801 9th Avenue North | | |
| Texas City, Texas 77590 | Texas City, Texas 77590 | | |
| United States | United States | | |

| DATE | DESCRIPTION | QTY | RATE | AMOUNT |
|------|---------------------------------------------------------------------------------------------------------------------|-----|--------|--------|
| | 6th Street signage - The Gilded Gecko (413 6th street) | | | |
| | Removal and disposal of existing building sign | 1 | 50.00 | 50.00 |
| | J89793/P57074 - 2'x15' Printed and laminated Signabond ACM panel w/ scalloped edges, installed - The Gilded Gecko | 1 | 750.00 | 750.00 |
| | J89793/P57075 - 6th Street Door vinyl - The Gilded Gecko (location 413 6th Str.) - Doors hours and additional vinyl | 1 | 75.00 | 75.00 |

| | |
|--------------|-----------------|
| SUBTOTAL | 875.00 |
| TAX | 0.00 |
| TOTAL | \$875.00 |

Accepted By

Accepted Date

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2023-22

A RESOLUTION RATIFYING A BUSINESS OWNER SIGN AGREEMENT BETWEEN THE BOARD CHAIRPERSON AND THE GUILDED GECKO FOR PROPERTY LOCATED AT 413 6TH STREET NORTH; 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 October 4, 2023, a general discussion was held concerning the ratification of a business sign agreement with The Gilded Gecko for property located at 413 6th Street North; and

WHEREAS, TCEDC has approved the funding program for 6th Street businesses within the 6th Street Reinvestment area for signage, awnings, paint, and other exterior facial improvements; and

WHEREAS, it is recommended by the Director of Economic Development that the TCEDC pay the entire estimate for new signage in the amount of \$875.00.

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 a Business Owner Agreement with The Gilded Gecko for signage for property located at 413 6th Street North.

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 4th day of October 2023.

CHAIRMAN/PRESIDENT
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY

Texas City Economic Development Corporation

TCEDC Agenda

6. b.

Meeting Date: 10/04/2023

ratifying an agreement between the TCEDC and The Gilded Gecko for exterior paint.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approval of Resolution 2023-23, ratifying an agreement between the Texas City Economic Development Corporation and George and Sherry O'Conner (The Gilded Gecko) for the purpose of providing exterior paint.

BACKGROUND

The EDC has historically provided incentives to businesses located on 6th Street to actively promote the redevelopment of 6th Street and encourage visitation to the area. Specifically, the TCEDC offers assistance with the purchasing of paint for businesses located on 6th Street, wherein the TCEDC will pay for 100 percent of the total cost of the paint from a pre-determined color palette. Funds are available to support the incentive program in the EDC budget under Business Incentives (801-050-53111).

Mr. and Mrs. O'Conner have chosen a color for the exterior portion of 413 6th Street, and staff met with the O'Conner's as well as a representative from Sherwin Williams to determine the amount of paint needed. A total cost estimate is forthcoming, but previous paint incentives have amounted to approximately \$150-\$200. To meet the timeline necessary to allow the business to open on schedule, Mr. and Mrs. O'Conner signed the paint incentive agreement in September.

Staff recommends ratification of the paint incentive agreement between the EDC and The Gilded Gecko.

ANALYSIS

Approve Resolution 2023-23, ratifying an agreement between the Texas City Economic Development Corporation and George and Sherry O'Conner (The Gilded Gecko) for the purpose of providing exterior paint.

ALTERNATIVES CONSIDERED

Attachments

413 6th Street Paint
Resolution

STATE OF TEXAS
COUNTY OF GALVESTON

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

This AGREEMENT is entered into this 19th day of September, 2023, between the Texas City Economic Development Corporation, ("TCEDC") and George and Sherry O'Conner (Tenants) located at 413 6th Street, Texas City, Texas, 77590.

**ARTICLE I
PURPOSE OF AGREEMENT**

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

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

1. TCEDC shall pay for approved exterior paint, described as SW2839 Roycroft Copper Red in the Sherwin Williams color schemes.
2. TCEDC shall arrange with Sherwin Williams in Texas City to provide paint in line with a pre-determined color palette or similar colors as approved by the TCEDC for the 6th Street area businesses.
3. TCEDC shall determine appropriate amount of paint sufficient to paint the exterior of said Property in consultation with Sherwin Williams and only pay for that amount of paint.

**ARTICLE III
RIGHTS AND OBLIGATIONS OF OWNER**

Owner/Leasee covenants and agrees as follows:

1. Maintain the business located at 413 6th St. N., Texas City, Galveston County, Texas ("the Property"), for a minimum five-year period.
2. Provide the labor, equipment and primer, and other supplies and apply the paint within 30 days of purchase.
3. Maintain attractive appearance on the exterior of the Property for a minimum five-year period.

4. Apply the paint on the Property in appropriate and approved methods so as not to be messy, leave drip marks, be thinly applied, or present a poor appearance as determined by the TCEDC's designee.
5. Use only the approved paints, provided by Sherwin Williams, on the exterior facia.
6. Comply with all City Ordinances.
7. Wash or clean regularly the façade from dirt, soil, marks, or other distractions or blemishes on the paint surface.

ARTICLE IV COORDINATION

The TCEDC and the Tenants will coordinate with Sherwin Williams for approval of colors and paint quality for exterior.

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 Tenants 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:

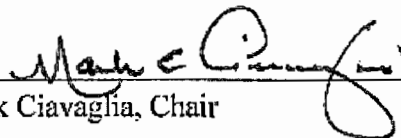
Kristin Edwards
Economic Development Director
City of Texas City
1801 - 9th Avenue North
Texas City, Texas 77590
(409) 739-7538

Business:

George and Sherry O'Conner
The Gilded Gecko
413 6th Street
Texas City, Texas 77590

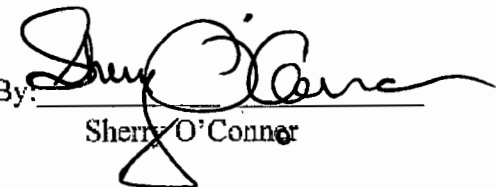
IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the date first above written.

Texas City Economic
Development Corporation:

By: 
Mark Ciavaglia, Chair

Tenants of 413 6th Street

By: 
George O'Conner

By: 
Sherry O'Conner

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2023-23

A RESOLUTION RATIFYING AN INCENTIVES AGREEMENT WITH THE GILDED GECKO FOR PAINT FOR PROPERTY LOCATED AT 413 6TH STREET NORTH, IN LINE WITH THE 6TH STREET INCENTIVE PROGRAM; 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 (TCEDC), duly held on October 4, 2023, a general discussion was held concerning ratification for the authorization of expenditures and entering into an agreement with The Gilded Gecko for paint for property located at 413 6th Street North, in line with the 6th street incentive program; and

WHEREAS, TCEDC has approved the funding program for 6th Street businesses within the 6th Street Reinvestment area for signage, awnings, paint, and other exterior facial improvements; and

WHEREAS, it is recommended by the Director of Economic Development that the TCEDC pay an amount not exceeding \$200.00.

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 ratifies the agreement with The Gilded Gecko for paint, not to exceed \$200.00, in line with the 6th Street Incentive Program.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 4th day of October 2023.

CHAIRPERSON/VICE-CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation

TCEDC Agenda

6. c.

Meeting Date: 10/04/2023

establishing a Business Incentive Grant (BIG) Program for businesses located within limits of Texas City, TX

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Discussion and possible action on Resolution 2023-24, establishing a Business Incentive Grant (BIG) 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 (BIG) Program to provide existing businesses within the City of Texas City with up to \$15,000 in grant assistance.

Specifically, grants will be available at two levels: Tier 1 (with a maximum of \$5,000 in assistance) and Tier 2 (with a maximum of \$15,000 in assistance).

The following is not an exhaustive list, but provides examples of Tier 1 and Tier 2 Improvements.

| Tier 1 Improvement examples | Tier 2 Improvement examples |
|------------------------------------|---------------------------------------------|
| Interior Lighting | Landscaping (Shrubs/trees, Irrigation) |
| Pedestrian (Exterior) Lighting | Fencing |
| Accent (Exterior) Lighting | Parking/Driveway reconstruction/resurfacing |
| Paving/Pavers | Demolition |
| Seating Areas | Code Compliance (City/IBC/Energy) |
| Awning/shade structures | Fire Suppression Systems |
| Trash Receptacles | Exterior/Façade Materials |

Eligibility: To be eligible for a BIG allocation, businesses must provide proof of operation of at least one (1) year, demonstrate the need for assistance, and meet other requirements as detailed on the BIG Program application form. Eligible businesses must be located within the City limits of Texas City, must be located in a non-residential zone, and must be current on all taxes. Further, businesses may not be subject to any liens held by the City, may not be in violation of any provisions of the Texas City Code of Ordinances, and may not have received a grant from the City of Texas City within the previous 12 months.

Staff is proposing that BIG Grants be issued in an amount not to exceed \$50,000 per fiscal 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

Approve Resolution 2023-24, establishing a Business Incentive Grant (BIG) Program for new or existing businesses located within the City limits of Texas City, Texas.

ALTERNATIVES CONSIDERED

Attachments

BIG Grant application form
Resolution

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 \$15,000 in grant assistance. Eligible businesses must provide proof of operation of at least one (1) year, as well as demonstrate the need for assistance and meet eligibility requirements listed below.

Business Name: _____

Business Address: _____

Business Contact: _____

Number of full-time or part-time employees: _____

Annual operating budget: _____

Eligibility requirements:

Is your property located within the City limits of Texas City? Yes No

Is your property in a non-residential zone? Yes No

Have all owed property taxes been paid for this property? Yes No

Is the property subject to any liens held by the City? Yes No

Can you provide sufficient proof of ownership of the property? Yes No

Is the property in violation of any provisions of the Texas City Code of Ordinances?

Yes No

Have you received a grant for this property within the last 12 months? Yes No

Application continues on Page 2.

Program Tiers: Applicants shall identify the desired incentive level based on the proposed project/improvement type for their property. Tier 1 projects will be eligible to receive up to \$5,000 in assistance, and Tier 2 projects will be eligible to receive up to \$15,000 in assistance.

The following is not an exhaustive list, but examples of Tier 1 and Tier 2 Improvements.

| Tier 1 Improvement examples | Tier 2 Improvement examples |
|------------------------------------|---------------------------------------------|
| Interior Lighting | Landscaping (Shrubs/trees, Irrigation) |
| Pedestrian (Exterior) Lighting | Fencing |
| Accent (Exterior) Lighting | Parking/Driveway reconstruction/resurfacing |
| Paving/Pavers | Demolition |
| Seating Areas | Code Compliance (City/IBC/Energy) |
| Awning/shade structures | Fire Suppression Systems |
| Trash Receptacles | Exterior/Façade Materials |

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 limit grant assistance depending on need and available funds. 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. 2023-24

A RESOLUTION ESTABLISHING A BUSINESS INCENTIVE GRANT (BIG) 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.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation, duly held on October 4, 2023, a general discussion was held concerning establishing a Business Incentive Grant (BIG) program for new or existing businesses located within the city limits of Texas City, Texas; and

WHEREAS, the Economic Development Director recommends creating a Business Incentive Grant (BIG) Program to provide existing businesses within the City of Texas City with up to \$15,000 in grant assistance. Specifically, grants will be available at two levels: Tier 1 (with a maximum of \$5,000 in assistance) and Tier 2 (with a maximum of \$15,000 in assistance); 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 Business Incentive Grant (BIG) 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 4th day of October 2023.

CHAIRMAN/PRESIDENT
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation

TCEDC Agenda

6. d.

Meeting Date: 10/04/2023

Ratification of Laydown Yard Agreement Extension with Air Products and Chemicals, Inc.

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

ACTION REQUEST (Brief Summary)

Ratification of an extension of existing agreement with Air Products and Chemicals, Inc.,

BACKGROUND

In October 2020, the TCEDC entered into an agreement (attached) with Air Products and Chemicals, Inc., (Air Products) to lease a parcel of property along Bay Street for the purposes of a laydown yard to place materials and supplies for the Gulf Coast Ammonia Project. Due to supply chain issues and delay in the project Air Products have requested to extend their lease for an additional 10 months. The initial term was for twenty-five (25) months ending on October 31st of 2022. The extension will add ten (10) months on to the existing agreement.

There will be no rent due from Licensee to Licensor for the period of the 1st day of September 2023 until the 31st day of August 2024. Starting the 1 st day of September 2024, the Licensee will pay the Licensor \$8,333 Dollars (USD) per month for the remaining term of the Second Lease Extension

ANALYSIS

In order to expedite the process, the lease extension was signed by the Corporations Chairman on September 9, 2022. This action will ratify the extension.

ALTERNATIVES CONSIDERED

Attachments

Laydown Yard Lease Extension
attachment
Resolution

COMMERCIAL LEASE EXTENSION

THIS LEASE EXTENSION AGREEMENT (hereinafter referred to as the "Lease Extension") is made and entered into this 6th day of September 2022, by and between the Texas City Economic Development Corporation (hereinafter referred to as "Licensor") and Air Products and Chemicals Inc. (hereinafter referred to as "Licensee," whether one or more, and each agreeing to be bound by and held jointly and severally liable under the terms and conditions of this Lease Extension).

In consideration of the covenants and obligations contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PRIOR LEASE:** The parties executed a Lease Agreement (hereinafter "Lease Agreement") with a term of lease commencing on the 1st day of October 2020, and which expires on the 1st day of November 2022. All terms, conditions, and provisions of said Lease Agreement are incorporated herein by reference.
2. **EXTENSION OF PRIOR LEASE TERM:** The parties hereby agree to extend and continue the aforementioned Lease Agreement for an additional term, commencing on the 1st day of November 2022, and expiring on the 31st day of August 2023. All other terms, conditions, and provisions of the Lease Agreement shall remain in full force and effect.
3. **REVISED RENT PAYMENTS:** For the ten (10) month Lease Extension, the Licensee will pay the Licensor \$83,330 Dollars (USD), to be paid in two equal installments of \$41,665 Dollars (USD) due November 1, 2022, and May 1, 2023. The Rent is based on the existing rate prorated for a nine-month extension.

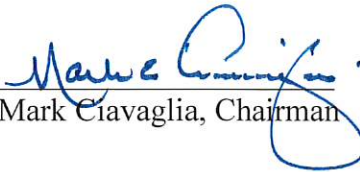
Licensor: Texas City Economic Development Corporation
1809 9th Ave. North
Texas City, Texas 77590

Attention: Jon R. Branson, Executive Director
Email: jbranson@texascitytx.gov

Licensee Air Products and Chemicals, Inc.
1940 Air Products Boulevard
Allentown, PA 18106-5500

Attention: Air Products Real Estate
e-mail: corpreal@airproducts.com

LICENSOR:
TEXAS CITY ECONOMIC
DEVELOPMENT CORPORATION


Mark Ciavaglia, Chairman

LICENSSE:
AIR PRODUCTS AND CHEMICALS, INC.



Benjamin Heller, Director Strategic Sourcing

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made by and between The City of Texas City, a Texas home-rule municipality, (hereinafter referred to as "Licensor"), and Air Products and Chemicals, Inc., its contractors, successors and assigns, (hereinafter referred to as "Licensee").

WHEREAS Licensor is the owner of certain real property as hereafter defined and has executed this Lease;

WHEREAS Licensor has agreed to lease to Licensee a certain section of the real property (herein "Laydown Area") on the real property in order that Licensee may use the Laydown Area for the purposes of the storage, laydown and assemblage of construction materials, supplies, containers, construction trailers and construction equipment, parking of tractor trailers and cars, all upon the terms and conditions, and subject to the provisions herein contained; and

NOW THEREFORE in consideration of the rents to be paid and the covenants herein contained on the part of Licensee, Licensor hereby grants this lease to Licensee on the terms hereof, and in consideration of this demise and the covenants herein contained on the part of Licensor, Licensee hereby makes the covenants hereinafter contained.

1.0 DEFINITIONS

- (a) "Activities" means the storage, laydown and assemblage of construction materials, supplies, containers, construction trailers and construction equipment, parking of tractor trailers and cars and any other related activities, including the right to fence and stone;
- (b) "Effective Date" means October 1, 2020;
- (c) "Lease Term" means a period of time not less than twenty-five (25) months commencing on the Effective Date;
- (d) "Improvements" means limited clearing and grubbing with a geotextile membrane placed on surface with 4 to 6 inches of rock or stone placed on top. All Improvements shall remain on the Laydown Area at the end of the Lease Term, unless instructed otherwise by Licensor.
- (e) "Laydown Area" means real property owned by the Licensor of approximately 20 acres as shown on Exhibit A subject to any existing easements, encroachments, pipelines or utilities crossing under, through, on or over the real property which same does not unreasonably interfere with Licensee's use, legally described as part of ABST J WELLS SUR TR 13-1 ACRES 23.5332;
- (f) "Rent" means the rent provided for in paragraph 3 herein;

2.0 INTERPRETATION

- 2.1 Licensor grants to Licensee use of approximately 20 acres of land as described in Exhibit A, attached hereto and made a part hereof for all purposes.
- 2.2 Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants permission to Licensee, its agents, employees, contractors and sub-contractors to enter the Laydown Area for conducting activities in association with the Activities.
- 2.3 Licensee access to the Laydown Area shall be through Bay Street as noted on Exhibit A.
- 2.4 Licensee will only utilize the Laydown Area for the Activities and will keep the Laydown Area neat and clean and maintain the general appearance and standards throughout the whole of the Lease Term, including dust control.
- 2.5 Licensee shall make certain Improvements to the Laydown Area and has permission to clear, stone and fence the Laydown Area. Licensee also has permission to add lighting to the Laydown Area, as needed.
- 2.6 Licensee will install protective measures (silt fences, etc.) as required to assure the integrity of the drainage system.
- 2.7 Licensor shall be entitled to inspect the Laydown Area at any time during usual business hours for the purpose of ascertaining the condition or state of repair thereof, or verifying that the provisions of this Lease are being complied with. Licensee shall, upon at least 24 hours notice permit access for this purpose. In the case of emergency, Licensor will be granted access forthwith.

3. RENT

- (a) For the twenty-five (25) month Lease Term of the Agreement, Licensee will pay Licensor, as Rent \$208,333.00 Dollars (USD\$), to be paid in two equal installments of \$104,166.50 Dollars (USD\$). The Rent is based on a rate of \$5,000 per acre per year. The Rent shall be adjusted accordingly if the acreage of the Laydown Area changes.

Two equal Rent installments of \$104,166.50 Dollars (USD\$) shall be payable on October 1, 2020 and October 1, 2021. Rent for the Agreement beyond the twenty-five (25) month Lease Term, shall be paid on a monthly basis or via other pre-agreed arrangements between Licensor and Licensee. All payments of Rent shall be made to Licensor at 1801 9th Avenue North, Texas City, Texas 77592 or as Licensor may otherwise direct by notice.

- (b) If Licensee shall continue to occupy the Laydown Area after the expiration of the Lease Term, Licensee will notify Licensor by giving at least ninety (90) days written notice of its intent to extend the Lease Term on a month-to-month basis. The extension shall be at a monthly rent equal to the monthly Rent payable during the initial Lease Term. Each monthly extension is subject to approval by Licensor.

4. INDEMNIFICATION

Licensee agrees to protect, indemnify, defend and hold the City of Texas City harmless from and against any and all claims of damage to persons or property occurring or in any way arising out of this Agreement and Licensee's use of the Laydown Area.

5. INSURANCE

Licensee shall, and shall require its contractors and subcontractors to, during the entire Lease Term hereof at its own expense, take out and keep in full force and effect the following minimum insurance coverages:

- (a) Workers Compensation to satisfy the statutory limits of the State of Texas, with Employers Liability limits in the amount of \$1,000,000 Each Person for Accident, \$1,000,000 Each Person for Disease, and \$1,000,000 policy aggregate for Disease. The policy shall be endorsed to add USL&H benefits for Texas, Maritime Benefits in an amount of \$1,000,000 and include an Alternate Employer Endorsement. It shall also include a waiver of subrogation endorsement in favor of the City of Texas City.
- (b) Commercial General Liability Insurance, minimally covering Bodily Injury (including disease and death), Property Damage Liability, Personal and Advertising Injury, Products/Completed Operations Coverage, and Contractual Liability for the terms of this Agreement. This policy shall be endorsed to add City of Texas City as an additional insured, and shall include a waiver of subrogation. Minimum Limits of Insurance shall be \$1,000,000 Bodily Injury and Property Damage each Occurrence/Aggregate, and \$1,000,000 Products and Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Limit, and \$500,000 Fire Damage Legal Liability.
- (c) Commercial Business Auto Insurance, covering all owned, hired and non-owned autos for liability. Coverage shall be a minimal amount of \$1,000,000 each occurrence, and contain an additional insured and waiver of subrogation endorsement in favor of the City of Texas City, as noted below.
- (d) Commercial Umbrella policy providing a \$5,000,000 limit each occurrence/aggregate in excess of each of the policies above.

- (e) Certain conditions and provisions apply in general to all policies as follows:
1. Insurance Companies must have a minimum AM Best Rate of A-6.
 2. All policies will contain a 30 days' notice of cancellation to City of Texas City, including for nonpayment of premium.
 3. Certificates and other Coverage Evidences shall specifically list all of the coverage's above so it can be shown they have been provided.
 4. Contractors and all subcontractors are to provide evidence of the same coverage required under this Agreement, including furnishings of certificates and other evidence of coverage.

6. GOVERNING LAW

This Lease shall be governed by the laws of the State of Texas.

7. NOTICES

All notices to be given by one party to the other shall be in writing. All such written communications may be given by email, by hand or overnight courier services. All communications shall be addressed, in the case of:

Licensor

City of Texas City
1809 9th Ave. North
Texas City, Texas 77590

Attention: Matthew T. Doyle, Mayor
Kyle Dickson, City Attorney

Licensee

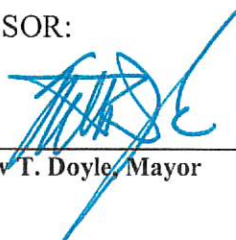
Air Products and Chemicals, Inc.
7201 Hamilton Boulevard
Allentown, PA 18195-1501

Attention: Air Products Real Estate

e-mail: cahaylka@airproducts.com

It is mutually understood and agreed that this Agreement as written covers all of the agreements and situations between the parties hereto and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

LICENSOR:



Matthew T. Doyle, Mayor

JHE LICENSEE:



Benjamin S Heller / Director of Strategic Sourcing

SECOND COMMERCIAL LEASE EXTENSION

THIS SECOND LEASE EXTENSION AGREEMENT (hereinafter referred to as the “Second Lease Extension”) is made and entered into this 21st day of August 2023, by and between the Texas City Economic Development Corporation (hereinafter referred to as “Licensor”) and Air Products and Chemicals Inc. (hereinafter referred to as “Licensee,” whether one or more, and each agreeing to be bound by and held jointly and severally liable under the terms and conditions of this Lease Extension).

In consideration of the covenants and obligations contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PRIOR LEASE:** The parties executed a Lease Agreement with a term of lease commencing on the 1st day of October 2020 and a Lease Extension with a term commencing on the 1st day of November 2022 and which expires on the 31st day of August 2023 (collectively, hereinafter “Lease Agreement”). All terms, conditions, and provisions of said Lease Agreement are incorporated herein by reference.
2. **EXTENSION OF PRIOR LEASE TERM:** The parties hereby agree to extend and continue the aforementioned Lease Agreement for an additional term, commencing on the 1st day of September 2023, and expiring on the 31st day of August 2026. All other terms, conditions, and provisions of the Lease Agreement shall remain in full force and effect.
3. **REVISED RENT PAYMENTS:** There will be no rent due from Licensee to Licensor for the period of the 1st day of September 2023 until the 31st day of August 2024. Starting the 1st day of September 2024, the Licensee will pay the Licensor \$8,333 Dollars (USD) per month for the remaining term of the Second Lease Extension.

Licensor: Texas City Economic Development Corporation
1809 9th Ave. North
Texas City, Texas 77590

Attention: Jon R. Branson, Executive Director
Email: jbranson@texascitytx.gov

Licensee Air Products and Chemicals, Inc.
1940 Air Products Boulevard
Allentown, PA 18106-5500

Attention: Air Products Real Estate
e-mail: corpreal@airproducts.com

4. Licensor and Licensee acknowledge that Licensee plans for the Laydown Area to be vacant from approximately September 2023 until September of 2024. Licensee agrees to use

commercially reasonable efforts to keep the Laydown Area in good condition during this time and perform reasonable and basic property maintenance activities, all in accordance with the practices of Licensee in maintaining the Laydown Area during the prior Lease Extension

LICENSOR:
TEXAS CITY ECONOMIC
DEVELOPMENT CORPORATION

Mark Ciavaglia, Chairman

LICENSSE:
AIR PRODUCTS AND CHEMICALS, INC.

Michael Pires – VP North and Americas Procurement

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2023-25

A RESOLUTION RATIFYING THE EXTENSION OF AN EXISTING LEASE AGREEMENT WITH AIR PRODUCTS AND CHEMICALS, INC.; 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 (TCEDC), duly held on October 4, 2023, a general discussion was held concerning the ratification of an extension to an existing Lease Agreement with Air Products and Chemicals, Inc for roughly 20 acres of land located on Bay Street; and

WHEREAS, the lease will extend ten (10) months past the existing agreements end date and no rent will be due from Licensee to Licensor for the period of the 1st day of September 2023 until the 31st day of August 2024. Starting the 1st day of September 2024, the Licensee will pay the Licensor \$8,333 Dollars (USD) per month for the remaining term of the Second Lease Extension.

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 ratification of an extended lease agreement with Air Products and Chemicals, Inc.

SECTION 2: The Chairperson or Vice-Chairperson is hereby authorized to execute any documents necessary for the extended lease agreement with Air Products and Chemicals, Inc.

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

PASSED AND ADOPTED this 4th day of October 2023.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY

Texas City Economic Development Corporation