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

JULY 29, 2026 - 3:30 P.M.

DOYLE CONVENTION CENTER - MEDIA ROOM
2010 5th Ave. N.
Texas City, TX 77590

PLEASE NOTE: Public comments 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. PUBLIC COMMENTS

5. Consider Approval of the July 1, 2026, Meeting Minutes.

6. NEW BUSINESS

   a. Discussion and possible action on Resolution No. 2026-19, approving the Fiscal Year 2027 budget for the Texas City Economic Development Corporation.

   b. Discussion and possible action on Resolution No. 2026-20, approving a final payment to the Edifis Group following weather-related damage.

c. Discussion and possible action on Resolution No. 2026-21, approving a TCLM Chamber Membership Grant in an amount not to exceed $500.

7. UPDATES AND REPORTS

a. Small Business Development Center Update
Texas City-La Marque Chamber of Commerce Update
Texas City ISD Update
Industrial Update

b. City of Texas City Staff 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 INTERIM CITY HALL, 2000 TEXAS AVENUE, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON JULY 23, 2026, PRIOR TO 3:30 P.M., AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 3 BUSINESS DAYS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

_____
Texas City Economic Development Corporation

TCEDC Agenda **5.**

Meeting Date: 07/29/2026

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider Approval of the July 1, 2026, Meeting Minutes.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Attachments

Minutes

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS MEETING

MINUTES

JULY 1, 2026 - 3:30 P.M.

DOYLE CONVENTION CENTER

The Texas City Economic Development Corporation Board of Directors met July 1, 2026, at 3:30 pm, in the Doyle Convention Center, in Texas City, Texas. A quorum having been met, the meeting was called to order at 3:30 pm by Mark Ciavaglia, Chairperson with the following in attendance:

(1) DECLARATION OF QUORUM

(2) ROLL CALL

Present:	Mark Ciavaglia, Chairperson
	Randy Dietel, Vice-Chairperson
	Phil Roberts, Director
Absent:	Vacant, Director
	Brandon Brooks, Director
	Laura Boyd, Ex-Officio Member / Treasurer
Staff Present:	Jon Branson, Executive Director of Management Services
	Kristin Edwards, Economic Development Director
	Joe Tumbleson, Emergency Management Director
	George Fuller, Director of Municipal Services
	Doug Kneupper, Interim City Engineer
	Rhomari Leigh, Board Secretary
	Renee Edgar, Alternate Board Secretary
	Jazmine McDade, Administrative Assistant
	Camilla Rodeheaver, Communications Specialist
Attendees:	Melissa Duarte, TCISD
	Henry Gomez, Resident
	Abel Garza, Jr., Mayor
	Brian Goetschius, Commissioner At-Large, Mayor Pro
	DeAndre' Knoxson, Commissioner District 1
	Barbie Tucker, Commissioner District 2
	Chris Sharp, Commissioner District 3
	Jason Delgado, Commissioner District 4

(3) CONFLICT OF INTEREST DECLARATION

There were none.

(4) PUBLIC COMMENTS

There were none.

(5) Consider Approval of the June 3, 2026, Meeting Minutes.

(6) NEW BUSINESS

(a) Discussion and possible action on Resolution No. 2026-16, amending the fiscal year 2025-2026 budget to transfer funds from the Texas City Economic Development Corporation Sales Tax Rebate fund balance to the FY26 operating budget.

Kristin Edwards, Economic Development Director, announced a $487,500 budget transfer request from the undesignated fund balance (801-000-39000) to the FY26 operating budget, specifically for the Sales Tax Rebate line (801-050-59043). This transfer, funded 50% by the General Fund and 50% by Economic Development, aims to streamline Chapter 380 reimbursements in collaboration with the Finance Department.

Motion by Vice-Chairperson Randy Dietel, Seconded by Director Phil Roberts

Vote: 3 - 0 CARRIED

(b) Discussion and possible action on Resolution No. 2026-17, amending the fiscal year 2025-2026 budget to transfer funds from the Texas City Economic Development Corporation Demolition fund balance to the FY26 operating budget.

Kristin Edwards, Economic Development Director, presented an opportunity to purchase property near the 6th Street Revitalization District. If acquired, a substandard structure will need to be demolished after the owner completes asbestos abatement. To ensure funds are available for this, staff requests a $200,000 budget transfer from the undesignated fund balance.

George Fuller, Director of Municipal Services, clarified what building the property is and where it is located. Mr. Fuller went on to say that the parking lot will provide additional parking for the 6th Street Community Plaza.

Motion by Vice-Chairperson Randy Dietel, Seconded by Director Phil Roberts

Vote: 3 - 0 CARRIED

(c) Discussion and possible action on Resolution No. 2026-18, authorizing the Chairperson or Vice-Chairperson to execute a pipeline easement document with OneOK.

Kristin Edwards, Economic Development Director, and Doug Kneupper, Interim City Engineer, stated that OneOK is seeking an easement through both City-owned and TCEDC-owned property in Bay Street Park for the purpose of installing a pipeline necessary for the project. Specifically, the company is seeking an easement through GCAD 727990. The pipeline installation itself will primarily consist of directional drilling.

Motion by Vice-Chairperson Randy Dietel, Seconded by Director Phil Roberts

Vote: 3 - 0 CARRIED

(7) UPDATES AND REPORTS

(a) Small Business Development Center Update
Texas City-La Marque Chamber of Commerce Update
Texas City ISD Update
Industrial Update

Dr. Melissa Duarte, Superintendent of TCISD, discussed new principals for Sims Elementary, Levi Fry Intermediate, and Blocker Middle School; still hiring for other teaching positions. Texas City High School received a B rating from the Texas Education Agency (TEA); the scoring is based on student achievement and performance metrics. The first day back for returning teachers is August 5th.

(b) City of Texas City Staff Update

Kristin Edwards, Economic Development Director, discussed submitting information for a Deep Water Passage Grant. She also mentioned ongoing discussions regarding potential road access from Highway 146 to Shoal Point. Ms. Edwards is excited about the growth MPLX and OneOK - Pipeline will bring to Texas City; The Phoenix has nine (9) clients and "shovel-ready" businesses. Ms. Edwards sadly announced that Jamie Louviere is leaving TCISD-CTE and expressed her gratitude for all of her hard work for the program. Ms. Edwards announced that the Parks and Recreation Department decided to hold its "Freedom Fest" 4th of July celebration at the 6th Street Community Plaza.

(8) REQUEST AGENDA ITEMS FOR FUTURE MEETINGS

There were none.

(9) ADJOURNMENT

Having no further business, Mark Clavaglia adjourned the meeting at 3:55 pm.

_____
Board Secretary
Texas City Economic Development Corporation

Date Approved: _____

TCEDC Agenda **6. a.**

Meeting Date: 07/29/2026

Approve Fiscal Year 2027 budget for the Texas City Economic Development Corporation.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve Fiscal Year 2027 budget for the Texas City Economic Development Corporation.

BACKGROUND

In 2023, the Texas City Economic Development Corporation (TCEDC) ratified the “Pathways to Prosperity” strategic plan, which included goals related to asset development, effective execution, entrepreneurial development and communicating the brand.
Since that time, staff has completed the vast majority of the tasks outlined in the plan, from establishing the Phoenix Business Accelerator, attracting businesses through effective advertising and networking, growing and training staff, and conducting manufacturing and retail development studies. Fiscal year 2026 also brought the 6th Street Community Plaza to life in the downtown area.

In addition, staff has been closely involved with the development of major industrial efforts, including a $3+ Billion project currently under construction, and secured two due diligence leases on Shoal Point. The budget proposed for fiscal year 2027 provides funding to continue those initiatives, while creating room for program growth, new data collection and strengthened partnerships.

ANALYSIS

Approve Fiscal Year 2027 budget for the Texas City Economic Development Corporation.

ALTERNATIVES CONSIDERED

Attachments

Budget powerpoint
Budget
Resolution

TEXAS CITY EDC BUDGET PRESENTATION

Presented by Kristin Edwards,

Economic Development Director

PRIMARY INSIGHTS

- TOTAL BUDGET FOR EDC IN FY26 WAS $4,869,597.

- TOTAL REQUESTED FY27 BUDGET FOR EDC IS APPROXIMATELY $4.3 MILLION.
- *This represents a decrease of OVER $500,000*

- ***With New Positions and Sales Tax Rebate funds included, the budget still represents a decrease from FY26 spending.***

SALARIES AND BENEFITS

- At this time, staff is working with leadership to create three new positions, including
  - Assistant Director
  - Administrative Assistant – Part-time
  - Groundskeeper – Part-time
- As well, staff is working on promotions for two members of existing staff based on the acceptance of additional duties.
- Final salary/benefit expenses will be presented when finalized.

PRIORITY

PROFESSIONAL FEES: $700,000

TCEDC contracts with a variety of professional organizations, be they engineers, tax professionals or tourism consultants.

- HDR ENGINEERING – USACE permit renewal and ongoing Shoal Point efforts.
- HDL COMPANIES – Sales Tax recovery and research
- MARSH DARCY – Management consultant
- RETAIL STRATEGIES
- TEXAS DOWNTOWN – 6th Street strategy
- BAXTER & WOODMAN – GIS
- SIGNIFICANT CONTINGENCY FOR SHOAL POINT GEOTECHNICAL RESEARCH AND ROAD DESIGN

EDC PRIORITIES

BUILDING MAINTENANCE/LIGHTING REPAIRS

MAINTENANCE - BUILDING	**$350,000**
PLUMBING REPAIRS	**$20,000**
HVAC REPAIRS	**$20,000**
LIGHTING (SUPPLIES)	**$15,000**
STREET LIGHTING (LABOR)	**$17,500**

The EDC owns property along 6th Street including 317-319, 411, 413, 522, 607, and 718 6th Street, as well as the festoon lighting on 6th Street.

We also own the building located at the intersection of 9th Street and 9th Avenue.

These items support recurring and/or potential maintenance needs.

Priority: Community Plaza needs

MAINTENANCE CONTRACTS: $99,540

GROUNDSKEEPER

ALARMS/CAMERAS: $10,000

UTILITIES $156,492

EVENT SUPPLIES

PAINTING, SUPPLIES, ELECTRICAL, SECURITY: $15,000

EDC PRIORITIES

GRANTS **$200,000 TOTAL**

This line includes allowance for ten (10) Business Improvement Grants with a maximum amount of $15,000 each, totaling $150,000.

As well, 10 TCLM Chamber dues grants are included, which at a max of $5,000 each account for another $50,000.

PROCUREMENT OF PROPERTY **$300,000 TOTAL**

In the past, the EDC has offered a program to purchase property changing hands within the Industrial Business District (IBD), to discourage future residential use. As well, the EDC can purchase property in best interest of the City for future development.

DEMOLITIONS **$400,000 TOTAL**

Funds available for commercial demolition – reduced from previous fiscal years.

MAJOR INITIATIVE – Phoenix Business Accelerator

53111	BUSINESS INCENTIVES	$50,000
53680	PROFESSIONAL FEES	AS NEEDED
	FACILITY MAINTENANCE	$20,000
52670	COPIER/PRINTERS	$7,500
52201	PC/DIGITAL EQUIP LESS $5000	$2,000

PRIORITY

ADVERTISING/ MARKETING: $225,000

*EDC Staff utilizes a range of **physical, print and digital advertising** methods to attract businesses and encourage growth.*

- RESIMPLIFI PROPERTIES
- AJR MEDIA (STATE LEVEL)
- FACEBOOK BOOSTS
- USA TODAY
- GALVESTON COUNTY DAILY NEWS
- 4IMPRINT
- TEXAS ECONOMIC DEVELOPMENT GUIDE (STATE LEVEL)
- FLYERVIEW MAPPING
- CLEAR LIFE MEDIA
- MURAL PROGRAM
- NICHE PUBLICATIONS

EDC PRIORITIES

SOFTWARE - $100,000

CoStar – Property research/contacts

Loopnet - Property advertising

PlacerAI – Economic Development/Tourism stats

Brown Book – Retail insights and contacts

Civic Serve – Customer Relationship Management

Implan – Project info, tax estimates, job counts

EDC PRIORITIES

COMMUNITY BEAUTIFICATION

CITYWIDE LITTER CONTROL **$110,000**

This line covers the temporary labor needed for the Clean Team.

MOWING SERVICES **$156,000**

This line covers annual mowing costs for all EDC properties, currently through Yellowstone. We will have to bid this item out during this fiscal year for updated pricing.

PRIORITY

TRAINING/ CONFERENCES: $40,000

Industry-specific training opportunities are a top priority for our team, with key partners at the State and National levels including:

- Texas Economic Development Council (Annual conference)
- Destinations TX (Tourism education)
- Texas Association of Foreign Trade Zones (Zone management)
- Texas City Management Association (Legislative and education)
- Retail Strategies (Advisory Services)
- Greater Houston Manufacturers Association
- Small Business Administration (webinars)



Thank you for your continued support of our goals!

DRAFT BUDGET FOR EDC - FY27

Object Code	Description	FY27
21500	ACI LIABILITY PCARD	
51010	SALARIES	
51030	OVERTIME PAY	
51070	LIFE & DISABILITY	These items will be finalized pending approval of three new positions and two promotions.
51080	RETIREMENT	
51090	MEDICARE TAX	
51110	GROUP HEALTH INSURANCE	
51120	TERMINATION PAY	
51130	INCENTIVE PAY	
51191	NON-CASH FRINGE BENEFIT	
52060	CLOTHING & UNIFORMS	1000
52190	SUPPLIES & MATERIALS	2500
52200	SOFTWARE	100000
52201	PC/DIGITAL EQUIP LESS $5000	2000
52240	GASOLINE & OIL	3000
52241	OIL AND LUBRICANTS	500
52243	TIRES	3000
52244	AUTO & EQUIP PARTS	
52247	LIGHTING	15000
52250	MOWER PARTS & SUPPLIES	
52255	LANDSCAPING SUPPLIES	
52265	LUMBER & FENCING MATERIALS	
52270	POOL SUPPLIES	
52275	ELECTRICAL SUPPLIES	6000
52481	SIGNAGE	
52520	PAINT & STRIPING MATERI	1000
52540	SUPPLIES - FOOD, MISC.	750
52543	PLUMBING PARTS	
52625	ALARMS/CAMERAS	10000
52660	OFFICE SUPPLIES	2500
52665	LOCKS AND KEYS	500
52670	COPIER/PRINTERS	7500
53060	EXPENSE ADMINISTRATIVE	0
53061	BUSINESS VISIT EXPENSES	10000
53070	SECURITY	3500
53080	LAUNDRY	250
53110	DEMOLITION	400000
53111	BUSINESS INCENTIVE	50000
53120	INSURANCE - PROPERTY	0
53200	UTILITIES	156492
53201	JANITORIAL FEES	19686.76
53240	STREET STRIPING	
53241	STREET LIGHTING	17500
53260	COMMUNICATIONS	0
53340	MAINTENANCE - EQUIP. & TIRES	0
53431	GENERATOR SRVS & REPAIRS	1200
53456	PEST CONTROL	1000
53540	MAINTENANCE - BUILDING	350000
53543	PLUMBING REPAIRS	20000
53544	HVAC REPAIRS	20000
53560	MAINTENANCE CONTRACTS	99540

53567	CITYWIDE LITTER CONTROL	110000
53570	ADVERTISING/MARKETING	225000
53595	MOWING SERVICES	156000
53680	PROFESSIONAL FEES	700000
53710	RENT EXPENSE	0
53715	PORTABLE SANITATION	10000
53800	DUES & MEMBERSHIPS	70250
53860	WORKMEN'S COMPENSATION	1000
54000	EMPL EXPENSE DEFAULT	
54175	TEXAS CITY MUSIC FESTIVAL	
54180	CONTRIBUTIONS/DONATIONS	207950
54242	VEHICLE REGISTRATION	100
54300	TRAINING & CONFERENCES	40000
54901	GRANTS	200000
55020	OPERATING EQUIP. & VEHICLES	
55100	RECYCLING PROGRAM	
55201	PC/DIGITAL EQUIP OVER $5000	
55650	PARK IMPROVEMENTS	
55720	PROCUREMENT OF PROPERTY	300000
59007	TRANSFER TO DEBT SERVIC	0
59043	SALES TAX REBATE	700000
		4024718.76
	CIP	
55250	STREET IMPROVEMENTS	4500000
55010	LAND & BUILDING IMPROVEMENTS	1137500
53684	ENGINEERING FEES	Unknown

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-19

A RESOLUTION APPROVING THE PROPOSED TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION 2026-2027 FISCAL YEAR BUDGET; 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 July 29, 2026, a general discussion was held concerning the proposed 2026-2027 budget of 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 Board of Directors of the Texas City Economic Development Corporation hereby approves the proposed 2026-2027 Fiscal Year Budget, for the Texas City Economic Development Corporation to be submitted to the City Commission of the City of Texas City.

SECTION 2: A copy of said proposed Fiscal Year 2026-2027 Budget is attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 29th day of July 2026.

_____
CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

_____
ALTERNATE BOARD SECRETARY
Texas City Economic Development Corporation

TCEDC Agenda **6. b.**

Meeting Date: 07/29/2026

Approve a final payment to Edifis Group following weather-related damage.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve a final payment to Edifis Group following weather-related damage.

BACKGROUND

The Texas City Economic Development Corporation (TCEDC) has historically entered into property and sales tax reimbursement agreements to encourage development and business growth in our community.

On January 1, 2019, the TCEDC entered into an incentive agreement as allowed by Chapter 380 of the Texas Local Government Code with Edifis Group, owners of a shopping center located along Palmer Highway.

This sales tax reimbursement agreement – with a term of seven years – outlined a commitment by the City to reimburse 50% of the sales tax generated within the Edifis complex, up to a maximum amount of $1.6 million. Per the agreement, if the maximum amount was not reached, then the agreement would end January 1, 2026.

By January 1, 2026, Edifis had been reimbursed approximately $1.2 million. Unfortunately, during the term of the agreement, one of the buildings in the Edifis shopping center sustained critical damage during a major weather event, leading to a $1.3 million roof replacement. According to Section 10.4 in the agreement, all obligations of the agreement would be subject to “force majeure,” in the event of causes beyond reasonable control of Edifis, with adverse weather listed as an example.

As such, representatives with Edifis approached TCEDC staff to ask for financial consideration due to the incident. Staff is requesting that an additional payment of $128,646.50 be made to Edifis, the amount that would have been generated from a six-month extension.

Edifis has verbally agreed to this compromise, pending TCEDC approval. With approval, staff will work with the City Attorney’s office to develop an agreement between the TCEDC and Edifis Group to finalize the relationship and issue the payment.

ANALYSIS

Approve a final payment to Edifis Group in an amount not to exceed $128,646.50.

ALTERNATIVES CONSIDERED

Attachments

Edifis - Damage
Edifis - Photos
Edifis - Original agreement
Resolution

AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 22 day of June in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Edifis Palmer Plaza, Ltd
5301 Katy Freeway, Suite #200
Houston, TX 77007

and the Contractor:
(Name, legal status, address and other information)

Patriot Commercial, LLC
10010 W. Sam Houston South, Ste #350
Houston, TX 77099
713-721-7211

for the following Project:
(Name, location and detailed description)

Palmer Plaza Shopping Center
3420 Palmer Highway
Texas City, TX

The Architect:
(Name, legal status, address and other information)

BGA Engineers, Inc
13100 Northwest Frwy, Suite #350
Houston, TX 77040
713-329-9922

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1194555699)

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14 CORRECTION OF WORK

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16 TERMINATION OF THE CONTRACT

17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the Architect, dated 4/23/24 , and enumerated as follows:

Drawings:

Number	Title	Date
S1	General Notes	4/23/24
S2	New Roof Framing Plan	4/23/24
S2-E	Demolition/Existing Roof Plan	4/23/24
S3-0	Sections	4/23/24
S3-1	Sections	4/23/24

Specifications:

Section	Title	Pages

.3 addenda prepared by the Architect as follows:

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User Notes: (1194555699)

Number	Date	Pages

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

Exhibit A- Drawings List
Exhibit B- Proposal Letter, Estimate & EZ Pawn notice to rebuild
Exhibit C- Key Personnel
Exhibit D- Schedule of Value (G703)
Exhibit E- Project Schedule

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:
Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

July 12, 2024

§ 2.3 Substantial Completion:
Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement.

[X] By the following date: December 19, 2024

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

One Million, Three Hundred Eleven Thousand, Five Hundred Thirty-Nine and 00 Cents ($ 1,311,539.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
See Exhibit B	

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

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User Notes: (1194555699)

Item	Price
See Exhibit B	

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

Provided that Application for Payment is received by the Owner by the 1st day of a month, the Owner shall make payment no later than the 25th of the following month. If Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Thirty-(30) days later

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

1.8 % monthly or maximum allowed be the State of Texas

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars ($ 1,000,000.00) each occurrence, Two Million Dollars ($ 2,000,000.00) general aggregate, and ($) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Five-Hundred thousand dollars ($ 500,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Builders Risk/ Windstorm	

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§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

E-mail notification to Chris L. Parrack at **chris@patriot-commercial.com** and Josh Arush at **Josh@edifisgroup.com**

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations

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under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work
If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts
§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor
§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Contractor not responsible for slab demolition or repairs

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect/Owner.

§ 8.2 Contractor's Construction Schedule
The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures
§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials
§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

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§ 8.5 Warranty
The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes
The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices
§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. These fees shall be passes along back to the ownership if not included in the Summary of Estimates (Exhibit "A") Any plans needed for any and all permits will be provided by owner. Contractor is NOT responsible for procuring of purchasing Windstorm Engineering or Certifications

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals
The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site
The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up
The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT
§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus General Liability, Builder Risk, windstorm insurance will be added as an actual cost in lieu of general conditions percentage.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

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ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

Owner's representative will, within five-(5) working days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Owner's representative determines is properly due, and notify the Contractor and Owner in writing of the Owner's representative's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such five-(5) working day period, the Contractor may, upon seven additional days' written notice to the Owner and Owner's representative, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Owner's representative has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Owner's representative shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, Owner's representative will inspect the Work. When the Owner's representative finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner's representative releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner's representative as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange for test, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If additional testing is required, the Contractor shall perform those tests and the costs will be passed through to Ownership.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from

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the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

.1 take possession of the site and of all materials thereon owned by the Contractor, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

Clarifications:

- Excludes Architectural and MEP design plans and /or Permits
- Excludes code upgrades to the building (Other than the work in the structural plans.
- Excludes **all flooring within the building, as well as, all exterior finishes at walls and soffit**.
- Excludes new HVAC (We plan to remove and reinstall existing units. No repairs or upgrades to existing HVAC units included)
- Restroom fixtures to remain and be reused (nor repair or replacement)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

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OWNER *(Signature)*

Edifis Palmer Plaza, Ltd

(Printed name and title)

CONTRACTOR *(Signature)*

Patriot Commercial

(Printed name and title)

LICENSE NO.:

JURISDICTION:

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Exhibit A- Drawings

Palmer Plaza Shopping Center

		4/23/2024
S1	General Notes	4/23/2024
S2	New Roof Framing Plan	4/23/2024
S2- E	Demolition/ Existing Roof Plan	4/23/2024
S3-0	Section	4/23/2024
S3-1	Section	4/23/2024

PATRIOT
COMMERCIAL ★ CONSTRUCTION

EXHIBIT B-SUMMARY OF ESTIMATES

PROJECT:	Palmer Plaza Shopping Center Repairs	DATE:	11/6/2024
LOCATION:	3420 Palmer Highway Texas City, Texas	ESTIMATE:	4
OWNER:	Edifis	SHEET:	1
ARCHITECT:	BGA Engineers	TOTAL SF:	
ESTIMATOR:		AREAS:	

CODE			SUB/LABOR	MATERIAL	SUB BID	TOTAL
1000	1	GENERAL REQUIREMENTS	$ 58,273.80	$ 30,625.00	$ 2,900.00	$ 91,798.80
2410	2	DEMOLITION			$ 41,652.00	$ 41,652.00
31100	3	EARTHWORK				$ -
31253	4	MAKE SAFE (Edifis)			$ 25,000.00	$ 25,000.00
31281	5	DESIGN/MANAGEMENT (4%)				$ -
32170	6	STRIPING				$ -
39920	7	LANDSCAPING & IRRIGATION				$ -
32310	8	Tilt Wall Panel Bracing			$ 8,820.00	$ 8,820.00
	9					$ -
31222	10	SPOILS HAULOFF				$ -
	11					$ -
3305	12	CONCRETE - SITE				$ -
3301	13	CONCRETE - REPAIRS				$ -
3505	14	PATTERNED CONCRETE				$ -
4000	15	MASONRY				$ -
5100	16	STRUCTURAL STEEL/JOIST			$ 231,338.00	$ 231,338.00
8910	17	SOFFIT/LOUVERS				$ -
10730	18	CANOPIES				$ -
5570	19	STEEL ERECTION				$ -
5500	20	MISC STEEL		$ 3,820.00	$ 4,560.00	$ 8,380.00
7420	21	METAL WALL PANELS				$ -
3100	22	CARPENTRY		$ 3,880.00	$ 3,000.00	$ 6,880.00
6220	23	MILLWORK				$ -
	24					$ -
7530	25	ROOFING/SHEETMETAL			$ 266,075.00	$ 266,075.00
	26	DENS DECK				$ -
7120	27	CAULKING & WATERPROOF			$ 5,880.00	$ 5,880.00
8110	28	HOLLOW METAL DOORS		$ 1,620.00		$ 1,620.00
8150	29	WOOD/PLASTIC DOORS				$ -
8332	30	OVERHEAD DOORS			$ 7,892.01	$ 7,892.01
8710	31	FINISH HARDWARE				$ -
8410	32	GLASS STOREFRONT @ EAST			$ 17,664.59	$ 17,664.59
7240	33	EIFS				$ -
9290	34	DEMISING WALL			$ 62,701.00	$ 62,701.00
9310	35	TILE				$ -
9680	36	FLOORING/CARPET				$ -
9510	37	WALLS & CEILING IN EZ PAWN			$ 162,146.23	$ 162,146.23
9910	38	PAINT & WALL COVERING				$ -
10220	39	TOILET PARTITIONS & ACC.			$ 2,305.00	$ 2,305.00
	40					$ -
14210	41	EQUIPMENT - ELEVATOR				$ -
21412	42	FIRE LINE				$ -
33100	43	SITE UTILITIES				$ -
22100	44	PLUMBING			$ 16,730.00	$ 16,730.00
21130	45	FIRE SPRINKLER			$ 40,594.00	$ 40,594.00
23100	46	HVAC - R&R ALLOWANCE			$ 25,513.09	$ 25,513.09
26100	47	ELECTRICAL			$ 44,788.00	$ 44,788.00
	48	ALLOWANCES(APPLIANCE)				$ -
28300	49	FIRE ALARM			$ 12,300.00	$ 12,300.00
1430	50	FINAL SITE CLEAN			$ 5,250.00	$ 5,250.00
10440	51	FIRE EXTINGUISHERS			$ 1,310.00	$ 1,310.00
50300	52	WINDSTORM INSPECTIONS			$ 4,028.88	$ 4,028.88
		SUBTOTALS	$ 58,273.80	$ 39,945.00	$ 992,447.80	$ 1,090,666.60

NOTES:		
	LABOR BURDEN/INSURANCE:	$ 19,752.98
	SUBTOTAL:	$ 1,110,419.58
	FEE:	$ 101,163.79
	SALES TAX:	$ 99,955.63
	ESTIMATE TOTAL:	$ 1,311,539.00
	PRICE PER SQUARE FT:	

EXHIBIT C- Key Personnel

PALMER PLAZA SHOPPING CENTER

3420 Palmer Highway
Texas City, TX 77590

Key Personnel

Project Manager

Chris Parrack
chris@patriot-commercial.com
Office: 713-721-7211
Cell: 713-206-1304

Project Administrator

Liz Martin
liz@patriot-commercial.com
Office: 713-721-7211

Superintendent

Ken Flanagan
Ken@patriot-commercial.com
Office: 713-721-7211
Cell: 281-924-4649

CONTINUATION SHEET

EXHIBIT D - SOV

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

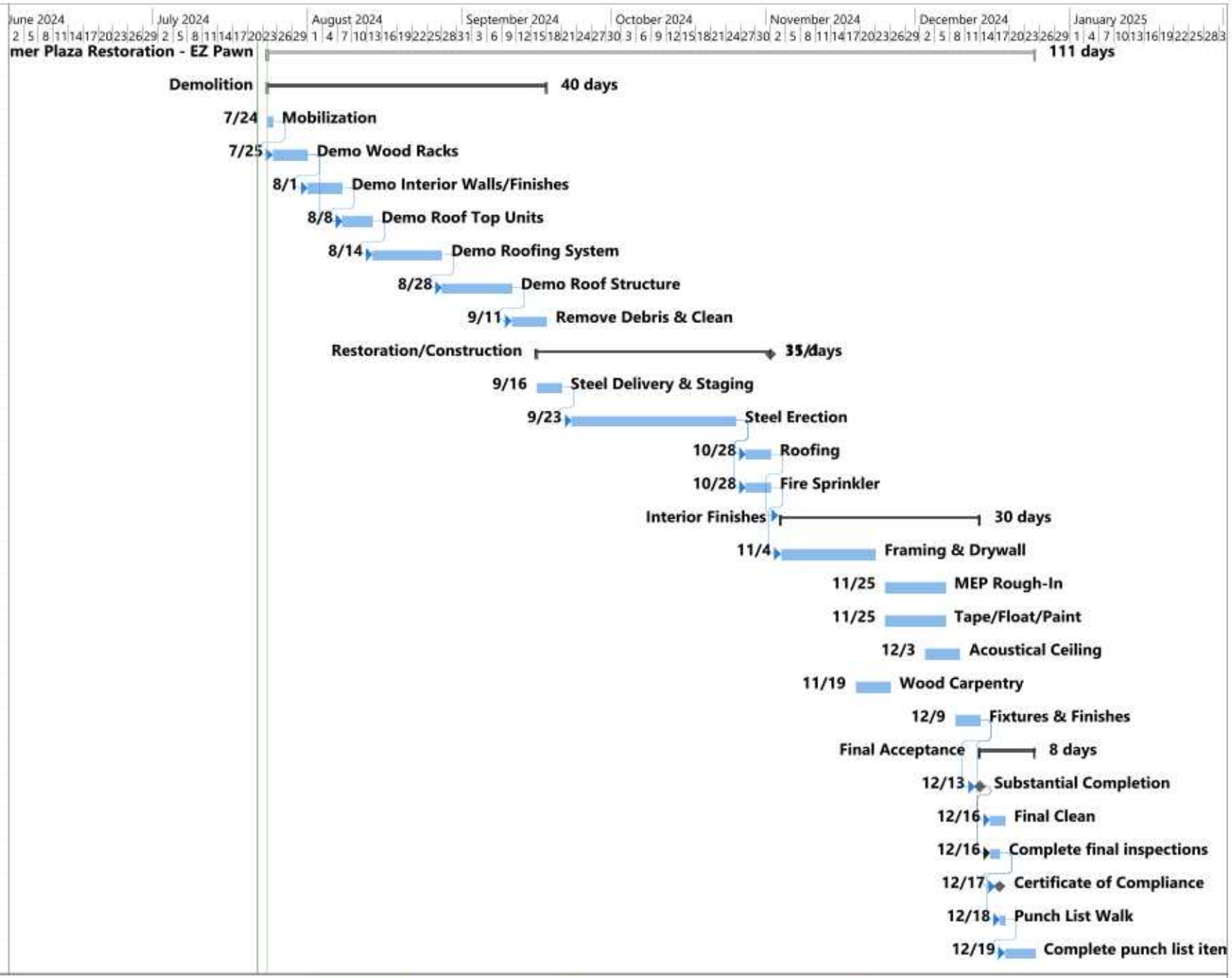
APPLICATION NO:
APPLICATIONON DATE:
PERIOD TO:
PROJECT NO: 2405

A	B		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 10%
1	General Requirements	$67,673.80	$0.00	$0.00	$0.00	$0.00	0%	$67,673.80	$0.00
2	Mobilization	$24,125.00	$0.00	$0.00	$0.00	$0.00	0%	$24,125.00	$0.00
3	Demolition	$41,652.00	$0.00	$0.00	$0.00	$0.00	0%	$41,652.00	$0.00
4	Make Safe (Edifis)	$25,000.00	$0.00	$0.00	$0.00	$0.00	0%	$25,000.00	$0.00
5	Tilt Wall Panel Bracing	$8,820.00	$0.00	$0.00	$0.00	$0.00	0%	$8,820.00	$0.00
6	Structural Steel/ Joist	$231,338.00	$0.00	$0.00	$0.00	$0.00	0%	$231,338.00	$0.00
7	Misc. Steel	$8,380.00	$0.00	$0.00	$0.00	$0.00	0%	$8,380.00	$0.00
8	Carpentry	$6,880.00	$0.00	$0.00	$0.00	$0.00	0%	$6,880.00	$0.00
9	Roofing/ Sheetmetal	$266,075.00	$0.00	$0.00	$0.00	$0.00	0%	$266,075.00	$0.00
10	Caulking & Waterproof	$5,880.00	$0.00	$0.00	$0.00	$0.00	0%	$5,880.00	$0.00
11	Hollow Metal Doors	$1,620.00	$0.00	$0.00	$0.00	$0.00	0%	$1,620.00	$0.00
12	Overhead Doors	$7,892.01	$0.00	$0.00	$0.00	$0.00	0%	$7,892.01	$0.00
13	Glass Storefront @ East	$17,664.59	$0.00	$0.00	$0.00	$0.00	0%	$17,664.59	$0.00
14	Demising Wall	$62,701.00	$0.00	$0.00	$0.00	$0.00	0%	$62,701.00	$0.00
15	Walls & Ceiling in EZ Pawn	$162,146.23	$0.00	$0.00	$0.00	$0.00	0%	$162,146.23	$0.00
16	Restroom Accessories	$2,305.00	$0.00	$0.00	$0.00	$0.00	0%	$2,305.00	$0.00
17	Plumbing	$16,730.00	$0.00	$0.00	$0.00	$0.00	0%	$16,730.00	$0.00
18	Fire Sprinkler	$40,594.00	$0.00	$0.00	$0.00	$0.00	0%	$40,594.00	$0.00
19	HVAC- R&R Allowance	$25,513.09	$0.00	$0.00	$0.00	$0.00	0%	$25,513.09	$0.00
20	Electrical	$44,788.00	$0.00	$0.00	$0.00	$0.00	0%	$44,788.00	$0.00
21	Fire Alarm	$12,300.00	$0.00	$0.00	$0.00	$0.00	0%	$12,300.00	$0.00
22	Final Site Clean	$5,250.00	$0.00	$0.00	$0.00	$0.00	0%	$5,250.00	$0.00
23	Fire Extinguishers	$1,310.00	$0.00	$0.00	$0.00	$0.00	0%	$1,310.00	$0.00
24	Windstorm Inspections	$4,028.88	$0.00	$0.00	$0.00	$0.00	0%	$4,028.88	$0.00
25	Insurance	$19,752.98	$0.00	$0.00	$0.00	$0.00	0%	$19,752.98	$0.00
26	Sales Tax	$99,955.63	$0.00	$0.00	$0.00	$0.00	0%	$99,955.63	$0.00
27	GC Fee	$101,163.79	$0.00	$0.00	$0.00	$0.00	0%	$101,163.79	$0.00
28									
	GRAND TOTALS	$1,311,539.00	$0.00	$0.00	$0.00	$0.00	0%	$1,311,539.00	$0.00

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

EXHIBIT E- Project Sch.

ID	Task Name	Duration	Start	Finish
0	**Palmer Plaza Restoration - EZ Pawn**	**111 days**	**Wed 7/24**	**Tue 12/24**
1	**Demolition**	**40 days**	**Wed 7/24**	**Tue 9/17**
2	Mobilization	1 day	Wed 7/24	Wed 7/24
3	Demo Wood Racks	5 days	Thu 7/25	Wed 7/31
4	Demo Interior Walls/Finishes	1 wk	Thu 8/1	Wed 8/7
5	Demo Roof Top Units	4 days	Thu 8/8	Tue 8/13
6	Demo Roofing System	2 wks	Wed 8/14	Tue 8/27
7	Demo Roof Structure	2 wks	Wed 8/28	Tue 9/10
8	Remove Debris & Clean	5 days	Wed 9/11	Tue 9/17
9	**Restoration/Construction**	**35 days**	**Mon 9/16**	**Fri 11/1**
10	Steel Delivery & Staging	5 days	Mon 9/16	Fri 9/20
11	Steel Erection	5 wks	Mon 9/23	Fri 10/25
12	Roofing	1 wk	Mon 10/28	Fri 11/1
13	Fire Sprinkler	1 wk	Mon 10/28	Fri 11/1
14	**Interior Finishes**	**30 days**	**Mon 11/4**	**Fri 12/13**
15	Framing & Drywall	3 wks	Mon 11/4	Fri 11/22
16	MEP Rough-In	2 wks	Mon 11/25	Fri 12/6
17	Tape/Float/Paint	2 wks	Mon 11/25	Fri 12/6
18	Acoustical Ceiling	1 wk	Tue 12/3	Mon 12/9
19	Wood Carpentry	1 wk	Tue 11/19	Mon 11/25
20	Fixtures & Finishes	5 days	Mon 12/9	Fri 12/13
21	**Final Acceptance**	**8 days**	**Fri 12/13**	**Tue 12/24**
22	Substantial Completion	0 days	Fri 12/13	Fri 12/13
23	Final Clean	3 days	Mon 12/16	Wed 12/18
24	Complete final inspections	2 days	Mon 12/16	Tue 12/17
25	Certificate of Compliance	0 days	Tue 12/17	Tue 12/17
26	Punch List Walk	1 day	Wed 12/18	Wed 12/18
27	Complete punch list items	5 days	Thu 12/19	Tue 12/24



Project: Palmer Plaza Restoratio
Date: Mon 7/22

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				


DOLLA
LOWER PRICES





TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 17-32

A RESOLUTION APPROVING AN AGREEMENT WITH EDIFIS GROUP TO IMPROVE PALMER PLAZA; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Edifis Group owns Palmer Plaza and desires to improve and upgrade the property, and;

WHEREAS, the Edifis Group has agreed to make changes to improve the parking, signage, landscaping, streetscape to include trees and decorative street lights, provide underground utilities and make facade changes, and;

WHEREAS, the TCEDC will enter into a seven year agreement during which the Eidifis Group will be rebated one cent of the two cents of additional sales tax it produces for the City of Texas City, capped at $1.6 million dollars.

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 approves the agreement with the Edifis Group as attached in **Exhibit "A."**.

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

PASSED AND ADOPTED this 11th day of October, 2017.

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

Justin Herter
BOARD SECRETARY
Texas City Economic Development Corporation

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

This Economic Development Agreement (the *"Agreement"*) is entered into September _____2017 between **Edifis Palmer, Ltd.**, a Texas limited partnership (*"Edifis"*), and the **Texas City Economic Development Corporation**, a State approved economic development corporation (the *"TCEDC"*). Edifis and the TCEDC are sometimes referred to herein jointly as the "*Parties*" and each individually as a "*Party*."

RECITALS

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

WHEREAS, the TCEDC Board has authorized certain economic development grants to EDIFIS in recognition of the positive economic and community benefits that will accrue to the TCEDC through EDIFIS's redevelopment of the existing improvements at the Property (herein defined) as a mixed-used commercial shopping center development; and

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

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

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

Edifis

TCEDC

ARTICLE I.
Authority

1.1 The TCEDC's execution of this Agreement is authorized by Chapter 380 and Chapter 504 of the *Texas Local Government Code,* and constitutes a valid and binding obligation of the TCEDC subject to the condition precedent that EDIFIS completes the redevelopment of the existing improvements at Palmer Plaza (defined below), as specified herein.

1.2 EDIFIS's execution and performance of this Agreement constitutes a valid and binding obligation of EDIFIS if EDIFIS proceeds with the redevelopment of the existing improvements at the Property or portion(s) thereof, subject to the terms, provisions and conditions herein.

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

ARTICLE 2.
Definitions

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

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

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

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

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

"Commencement Deadline" means January 1, 2018.

"Completion Deadline" means December 31, 2018.

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

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

"Force Majeure" is defined in Section 11.5 herein.

"EDIFIS" means EDIFIS PALMER, LTD., a Texas limited partnership, and its successors or assigns.

"Palmer Plaza" means the Shopping Center located at the northwest corner of Palmer Highway and 34th Street consisting of roughly 8.4 acres and includes the addresses 3400, 3420, and 3442 Palmer Highway of not less than 88,000 gross square feet located on the Property.

"Maximum Refund Amount" means $1,600,000.00.

"Notice" shall have the meaning ascribed to it in Section 10.7 of this Agreement.

"Ordinances" means the City of Texas City Ordinances, as codified in effect on the Effective Date.

"Parcel" means the property presently owned by EDIFIS or its Affiliates and located generally near the northwest corner of the intersection of 34th Street and Palmer Highway (FM 1764) in Texas City, as depicted in "**Exhibit A**."

"Property" shall mean the property presently owned by EDIFIS or its Affiliates and located generally near the northwest corner of the intersection of 34th Street and Palmer Highway (FM 1764) in Texas City, called Palmer Plaza as depicted in "**Exhibit A**."

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

"Shopping Center" for the purpose of this agreement, means a commercial/retail collection of businesses of which no less than two of the following categories are tenants: (i) a national soft goods retailer, (ii) a state-wide or national grocery store, and/or (iii) a national restaurant. In addition, the Shopping Center may have other businesses to include restaurants, retail stores, offices, or professional services, located on a single parcel of land and provides parking, landscaping, lighting, and signage associated with such businesses.

"Rebate Commencement Date" means January 1st, 2019

"Report" shall mean the quarterly report provided by Edifis or from the Comptroller identifying the amount of sales tax paid to the Comptroller from each tenant at the Property, and the amount of the rebate due from the TCEDC.

ARTICLE 3.
Term

This Agreement will become enforceable upon the Effective Date and will terminate upon the earlier to occur of: (a) the seventh (7) anniversary of the Rebate Commencement Date (and final payment of Sales Tax Rebate Payments pursuant to this Agreement); (b) TCEDC's payment of the Maximum Refund Amount to EDIFIS of $1,600,000 prior to the seventh anniversary of the Rebate Commencement Date; or (3) earlier termination as provided herein (the "***Term***").

ARTICLE 4.
EDIFIS Performance Conditions

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

4.1 The Shopping Center known as Palmer Plaza shall be operating on the Property.

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

4.3. EDIFIS covenants and agrees to promote the city of Texas City in conjunction with promoting itself with respect to Palmer Plaza in Texas City.

4.4 Business Signage Package. Subject to any required government approval required for the installation of the planned signage for the Property (the "*Sign Package*") attached hereto as "**Exhibit B.**"

4.5 Property Improvements. Install/Construct improvements to the Property that provide conformance with the Site Plan attached as **"Exhibit D."**

ARTICLE 5.
TCEDC Performance Requirements

5.1 Sales Tax Refund. During the Term after the Rebate Commencement Date, the TCEDC shall annually pay to EDIFIS a portion of the Property Sales Taxes generated during the prior calendar year (each a "*Sales Tax Rebate Payment*") as follows:

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

5.1.2 TCEDC **Payment.** The TCEDC agrees that it will rebate, on a quarterly basis, and after receiving the Report, confirmation from the State and any State audit adjustments, one cent ($.01) of the sales tax revenue generated by the tenants over what is currently received by the existing tenants and received by TCEDC generated by current and future tenants at the EDIFIS Shopping Center located on the Property, over the Term of this Agreement, once the sales tax revenue is received by the TCEDC from the Comptroller (the "**Rebate**"). The TCEDC will use the amount $80,000 shown in the Edifis proposal as the base amount of the total collected from the existing tenants to determine the incremental increase of Property Sales Tax from the tenants. The TCEDC will have thirty (30) days to make payment after receipt of the quarterly Report.

5.1.3 Disclosure of Sales Taxes. If there are fewer than three sales tax accounts located within the Property, the Comptroller may not disclose information regarding Property Sales Taxes without permission of those persons doing business within the Property. EDIFIS hereby agrees that if TCEDC is unable to determine the Property Sales Taxes under the Disclosure Statute, EDIFIS shall obtain and provide a release that will allow the Comptroller to disclose to the TCEDC and EDIFIS aggregated sales tax information relating to any business generating sales and use taxes within the Property (an example release form is attached hereto as "**Exhibit C**"). EDIFIS will provide a list of businesses operating on the property as they are identified by the comptroller's office for identification.

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

5.3 Maximum Refund Amount. In no event shall the cumulative total payments of Sales Tax Rebate Payments to EDIFIS exceed the Maximum Refund Amount $1,600,000.

ARTICLE 6.
EDIFIS's Covenants, Warranties, Obligations and Duties

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

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

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

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

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

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

ARTICLE 7.
Reporting and Monitoring

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

ARTICLE 8.
EDIFIS Default and Recapture

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

a. The appointment of a receiver of EDIFIS, or of all or any substantial part of its property, and the failure of such receiver to be discharged within ninety (90) days thereafter;

b. The adjudication of EDIFIS as a bankrupt; or

c. The filing by EDIFIS of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition files against it in any bankruptcy or reorganization proceeding.

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

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

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

8.5 If during the Term of this Agreement, EDIFIS should discontinue substantially all of its business operations described in Article 4 above (other than as a result of fire or an act of nature) then the TCEDC shall have the right to recapture the Rebate for the entire calendar year in which such discontinuance occurs and terminate this Agreement; and, in the event of termination pursuant this Section 8.1, a bill for the total amount due, being the Rebate paid to EDIFIS during the calendar year in which such discontinuance occurs, will be sent to EDIFIS and EDIFIS agrees to pay the total amount due within ninety (90) days after receipt of the bill. Statutory penalty and interest will accrue if EDIFIS fails to timely pay the bill.

ARTICLE 9.
Assignment

Under no circumstances may the TCEDC or EDIFIS assign this Agreement without the express written consent of the non-assigning Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary herein, EDIFIS may assign all or part of its rights and obligations hereunder to an Affiliate and/or third party lender advancing funds for the acquisition, construction or operation of the EDIFIS Store on the Property.

Edifis

TCEDC

ARTICLE 10.
Miscellaneous Provisions

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

10.2 Permitting. The TCEDC agrees to cooperate with EDIFIS to facilitate the expeditious processing of permits, including zoning application(s), subdivision applications, plat approvals, development application(s) and building permit applications required for the EDIFIS Shopping Center and other development on the Property.

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

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

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

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

10.7 Notice. Any notice or other communication (*"**Notice**"*) given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the Party, or an agent of the Party; or (iii) by confirmed facsimile, provided that a copy

of the Notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective two (2) business days after deposit. Notice given in any other manner will be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

EDIFIS: EDIFIS PALMER, LTD.
3939 Washington Ave., Suite 200
Houston, Texas 77007
Attn: S. Joshua Aruh, Principal
josh@edifisgroup.com
Telephone: (713) 668-7400
Fax: (713) 668-7420

With a copy to: Rick Oshman, Esq.
Bissinger, Oshman & Williams, LLP
2777 Allen Parkway, Suite 1000
Houston, Texas 77019
roshman@bowllp.com
Telephone: 713-524-8811

TCEDC: Texas City Economic Development Corporation
Attn: President
1801 9th Avenue
Texas City, TX 77592
Telephone: (409) 643-5902

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

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

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

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

connection with the redevelopment of the existing improvements at Property or the design, construction or operation of any portion of the Property.

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

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

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

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

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

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

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

Exhibit "A": Parcel Depiction
Exhibit "B": Sign Package
Exhibit "C": Example of Release Form
Exhibit "D": Improvements Package
Exhibit "D-1": Landscaping Improvements Exhibit
Exhibit "E": Façade Improvements

[Signature Pages to Follow]

EXECUTED to be effective as of the 11 day of OCTOBER, 2017.

EDIFIS:

EDIFIS PALMER, LTD.,
a Texas limited partnership

By: Edifis Palmer GP, LLC, a Texas limited liability company, its general partner

By: _____
Name: S. Joshua Aruh
Title: Manager

Date: 9/27/17

TCEDC:

Texas City Economic Development Corporation,

By: _____
Name: Mark Ciavaglia
Title: President

Date: 10/11/17

Approved As To Form and Content:

Russell F. Klaekemeier
City Attorney

Exhibit A

Being a tract or parcel containing 8.422 acres (366,850 square feet) of land situated in the Hamlet Ferguson Survey, Abstract Number 63, Galveston County, Texas, being all of Block 117 and a portion of Block 120, Kohfeldt's Second Addition as recorded in Volume 254-A, Page 19 of the Galveston County Map Records (G.C.M.R.) and the adjoining abandoned streets and alleys thereof as recorded in Book 1787, Page 666 and in Book 2125, Page 108 both of the Galveston County Deed Records (G.C.D.R.), Galveston County, Texas; being all of that certain called 6.7241 acre tract and that certain called 1.6977 acre tract both conveyed to Weingarten Realty, Inc. by deeds recorded in Book 3275, Page 149 and Book 3303, Page 460 respectively of the Galveston County Deed Records (G.C.D.R.), Galveston County, Texas; said 8.422 acre tract being more particularly described by metes and bounds as follows (bearings are based on the record information contained in the above described deeds):

BEGINNING at a cut "V" in concrete set marking the intersection of the north right-of-way (R.O.W.) line of Farm to Market (F.M.) 1764 (Palmer Highway) (100-foot wide R.O.W.) as recorded in Book 693, Page 294 G.C.D.R. with the west R.O.W. line of 34th Street (60-foot wide R.O.W.) as delineated on said plat of Kohfeldt's Second Addition as recorded in Volume 254-A, Page 19 G.C.M.R., being in the east line of said Block 120, Kohfeldt's Second Addition, said cut "X" marking the southeast corner of said called 6.7241 acre tract and the herein described tract, from which the southeast corner of said Block 120 bears SOUTH, 20.00 feet;

THENCE, WEST, along said north R.O.W. line of F.M. 1764 (Palmer Highway) and along the south line of said called 6.7241 acre tract, a distance of 580.00 feet to a point for the southeast corner of that certain called 0.0968 acre tract conveyed to HEB Grocery Company, LP as recorded under G.C.C.F. Number 2011063654 and for the southwest corner of said called 6.7241 acre tract and the herein described tract, from which a 1-inch iron rod found marking the southwest corner of Advance Auto Parts-Palmer Hwy & Hwy 146, a plat of subdivision recorded in Volume 2006A, Page 194 G.C.M.R. bears WEST, 270.00 feet and from which a found 5/8-inch iron rod bears South 72°56'00" East, 0.29 feet;

THENCE, NORTH, departing said north R.O.W. line, along the west line of said called 6.7241 acre tract and along the east line of said called 0.0968 acre tract, at a distance of 70.50 feet passing a Mag Nail & Shiner stamped "Terra Surveying" found marking the northeast corner of said called 0.0968 acre tract and the most easterly southeast corner of Reserve "A" (0.4645 Acre), Texas City Starbucks, a plat of subdivision recorded in Volume 2007A, Page 154 G.C.M.R., at a distance of 254.79 feet passing a Mag Nail & Shiner stamped "Terra Surveying" found in asphalt marking the northeast corner of said Reserve "A" (0.4645 Acre) and marking the southeast corner of that certain called 6.564 acre tract conveyed to HEB Grocery Company, LP as recorded under G.C.C.F. Number 2011063654, at a distance of 505.00 feet passing the common westerly corner of said called 6.7241 acre tract and the aforesaid called 1.6977 acre tract, continuing in all, a distance of 632.50 feet to a cut "X" in concrete set marking the southerly southwest corner of Lot 1, Block 1 (7.3303 Acres), Plat of Village at Morningstar as recorded in Volume 2006A, Page 118 G.C.M.R. and marking the northwest corner of said called 1.6977 acre tract and the herein described tract;
THENCE, EAST, along the south line of said Lot 1, Block 1 (7.3303 Acres), Plat of Village at Morningstar and along the north line of said called 1.6977 acre tract, a distance of 580.00 feet to a point in the aforesaid west R.O.W. line of 34th Street for the southeast corner of said Lot 1, Block 1 (7.3303 Acres), Plat of Village at Morningstar and for the northeast corner of said called 1.6977 acre tract and the herein described tract, from which a found 5/8-inch iron rod bears South 38°28'09" East, 0.85 feet;

THENCE, SOUTH, along the west R.O.W. line of 34th Street and along the east line of said called 1.6977 acre tract, at a distance of 127.50 feet passing the common easterly corner of said called 1.6977 acre tract and the aforesaid called 6.7241 acre tract, continuing in all, a distance of 632.50 feet to the POINT OF BEGINNING and containing 8.422 acres (366,850 square feet) of land. This description is based on an ALTA/ACSM Land Title Survey and plat made by Terra Surveying Company, Inc., dated August 28, 2015, Project Number 2587-1503-S.

Edifis

TCEDC

Exhibit B

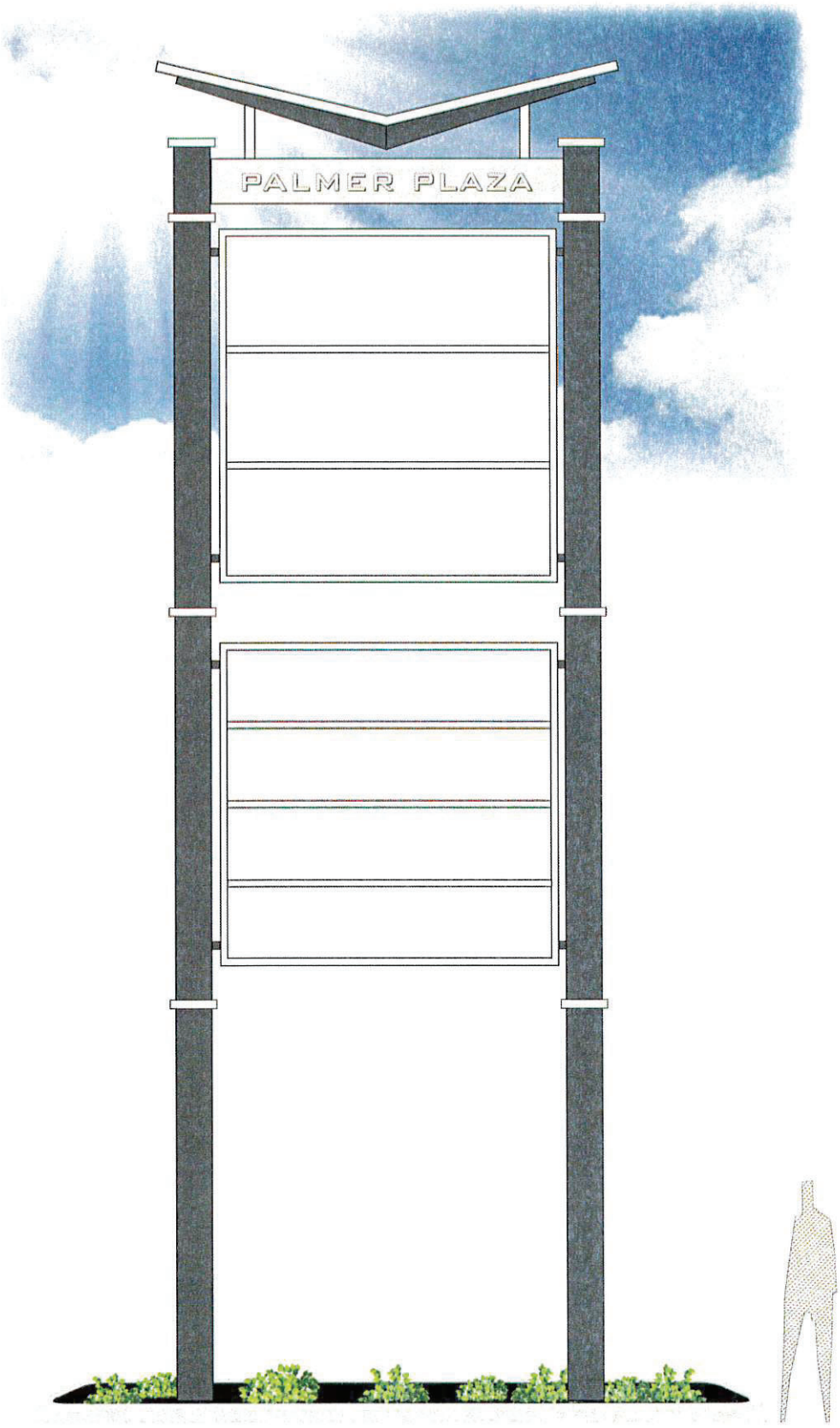
Sign Package

Edifis

TCEDC

Exhibit "B"

NOTE: REMODELED SIGNS TO MAINTAIN THE SAME OVERALL HEIGHT AND SQUARE FOOTAGE AS WHAT IS CURRENTLY EXISTING.



SIGN MANUFACTURING

CLIENT NAME: PALMER PLAZA

LOCATION: TEXAS CITY, TX 77590

SCALE: 3/8" = 1'

LAST REVISION: 6/14/2017

SIGN DESCRIPTION:
MANUFACTURE TWO INTERNALLY ILLUMINATED CABINETS AND RE PURPOSES WXITING POLES FOR NEW PAINT AND IDENTITY CAP.

ELECTRICAL NOTES

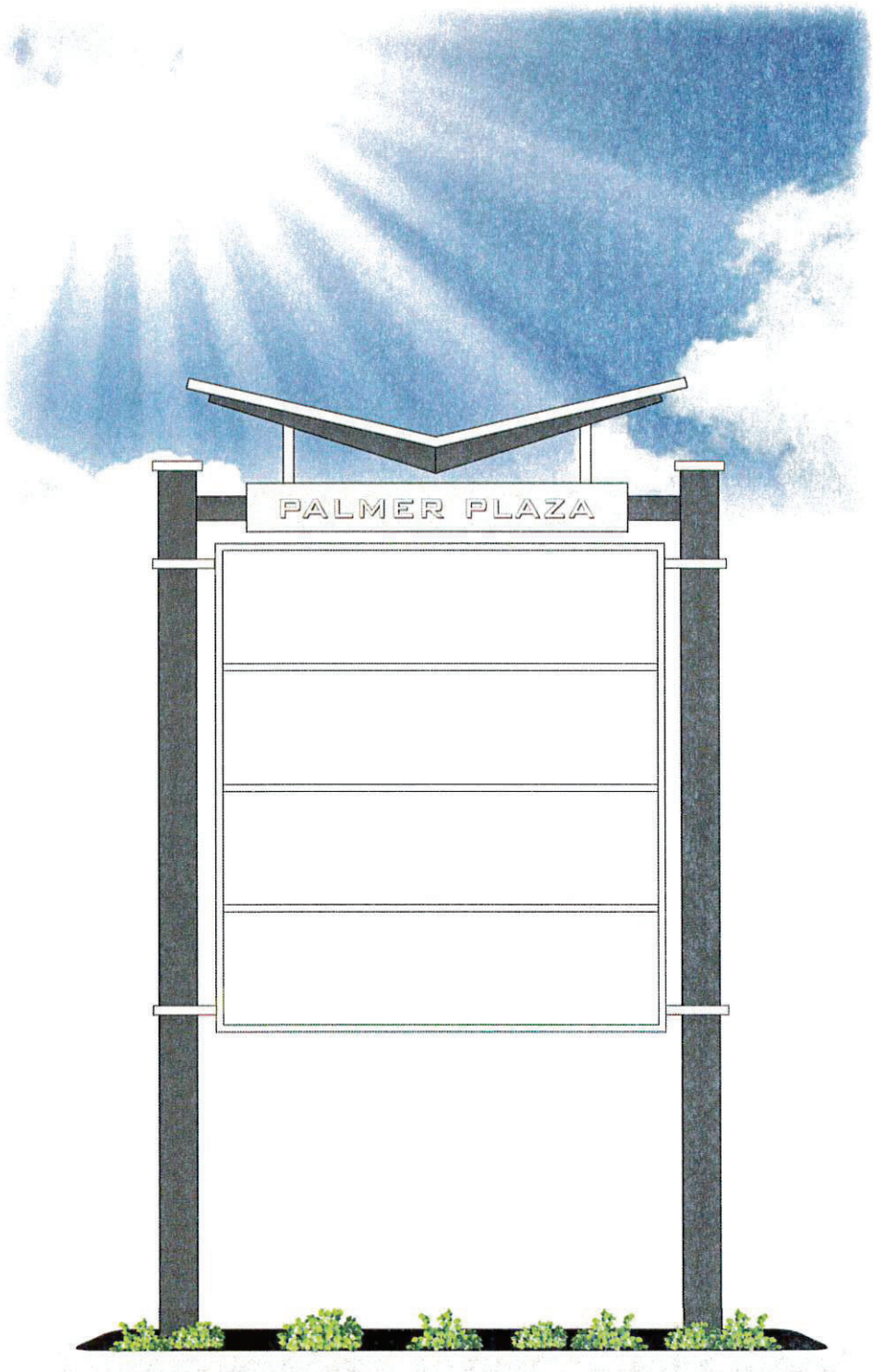
Client Approval

Landlord Approval

SALES REPRESENTATIVE: TY TAYLOR

DESIGNER: ARNOLD GARCIA

IMPORTANT: This is an original drawing/s created by VFX, LLC, submitted for your review in connection with the project being proposed or bid on for you by VFX, LLC. It shall at all times remain the property of VFX, LLC. It may only be used in conjunction with the project prepared by VFX, LLC, and may not be used for any other purpose. These drawings may not be shown to anyone outside your organization, including but not limited to competitors in any bid process. Further, the drawings may not be reproduced, used, copied, displayed or exhibited in any fashion whatsoever without the prior written permission of VFX, LLC.





NOTE: REMODELED SIGNS TO MAINTAIN THE SAME OVERALL HEIGHT AND SQUARE FOOTAGE AS WHAT IS CURRENTLY EXISTING.

VFX SIGN MANUFACTURING

CLIENT NAME: PALMER PLAZA

LOCATION: TEXAS CITY, TX 77590

SCALE: 3/8" = 1'

LAST REVISION: 6/14/2017

SIGN DESCRIPTION:
MANUFACTURE TWO INTERNALLY ILLUMINATED CABINETS AND RE PURPOSES WRITING POLES FOR NEW PAINT AND IDENTITY CAP.

ELECTRICAL NOTES

Client Approval

Landlord Approval

SALES REPRESENTATIVE: TY TAYLOR

DESIGNER: ARMIDA BARRERA

IMPORTANT: This is an original drawing/s created by VFX, LLC, submitted for your review in connection with the project being proposed or bid on by you by VFX, LLC. It shall at all times remain the property of VFX, LLC. It may only be used in connection with the project proposed by VFX, LLC, and may not be used for any other purpose. These drawings may not be shown to anyone outside your organization, including but not limited to competitors in any bid process. Further, the drawings may not be reproduced, used, copied, displayed or exhibited in any fashion whatsoever without the prior written permission of VFX, LLC.

Exhibit C

EXAMPLE AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL TAX INFORMATION

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

I, _____, _____[*title*], the duly authorized agent of _____[*business name*], doing business at _____[*Name and Address of Facility*] do hereby stipulate and agree as follows:

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

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

The City agrees that it will use the tax information disclosed by the Comptroller pursuant to this Agreement solely and exclusively for the purposes of calculating payments to be made pursuant to a Ch. 380 Economic Development Agreement between the City and _____ dated effective _____, 2014.The confidentiality of such records and information shall be maintained by City unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General.

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

MEC

SIGNED AND AGREED TO on this the 11TH day of OCTOBER, 2014.7

_____	_____
name	name
title	title
On Behalf of the "City"	On behalf of the "Taxpayer"

Edits

MEC
TCEDC

Texas Taxpayer Identification No._____

Exhibit D
Improvements
Site Plan

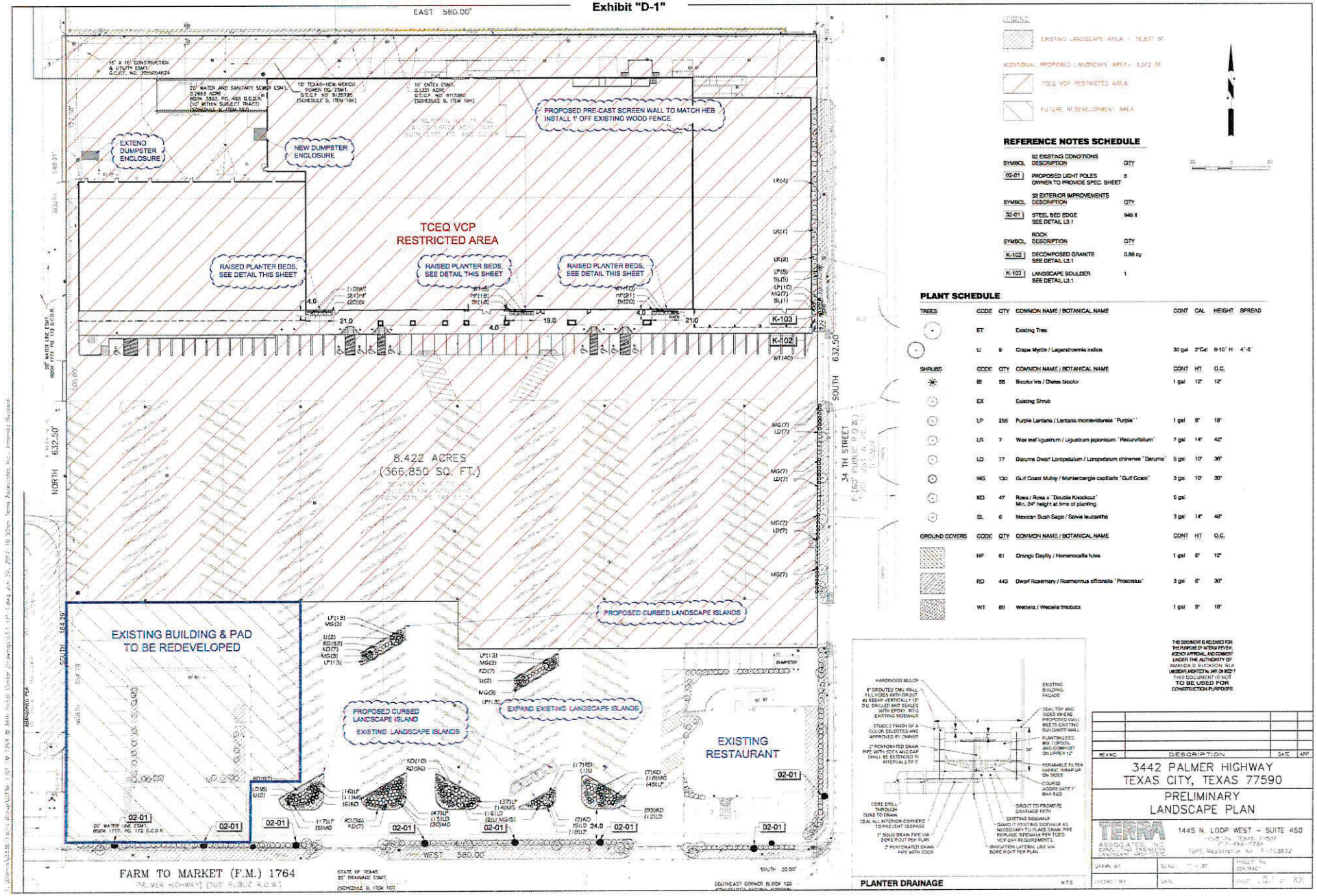
Site plan needs to identify the following:

1. Significant Landscaping improvements per the pre-approved landscaping plan (Exhibit "D-1") dated June 22, 2017. (To be Completed by Jan. 1, 2018)
2. Parking Seal Coat – create uniform surface appearance. Replace striping and pavement markings. (To be Completed by Jan. 1, 2018)
3. Visually screen dumpsters and trash receptacles with solid masonry walls on three sides. (To be Completed by Jan. 1, 2018)
4. For areas adjacent to residential uses screen and buffer with solid masonry wall; subject to adjacent property owner fence location approval. (To be Completed by Jan. 1, 2018)
5. Install foundations and electrical service for 8 decorative light poles along Palmer Highway on owner property (light poles and bulbs to be provided by the City). (To be Completed by Jun. 1, 2018)
6. Underground electrical service for all buildings and signs visible from Palmer Highway. (To be Completed by Jan. 1, 2018)
7. Install sidewalk on Palmer highway; subject to TXDOT approval not to be unreasonably withheld. (To be Completed by June. 1, 2018, unless TxDoT permitting problems, then both parties will agree on a new date prior to Jan. 1, 2019)

Edifis

TCEDC

Exhibit "D-1"



LEGEND

EXISTING LANDSCAPE AREA = 16,871 SF

ADDITIONAL PROPOSED LANDSCAPE AREA = 3,512 SF

TCEQ VCP RESTRICTED AREA

FUTURE REDEVELOPMENT AREA

REFERENCE NOTES SCHEDULE

02 EXISTING CONDITIONS

SYMBOL	DESCRIPTION	QTY
02-01	PROPOSED LIGHT POLES OWNER TO PROVIDE SPEC. SHEET	8

32 EXTERIOR IMPROVEMENTS

SYMBOL	DESCRIPTION	QTY
32-01	STEEL BED EDGE SEE DETAIL L3.1	946 lf

ROCK

SYMBOL	DESCRIPTION	QTY
K-102	DECOMPOSED GRANITE SEE DETAIL L3.1	0.66 cy
K-103	LANDSCAPE BOULDER SEE DETAIL L3.1	1

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL	HEIGHT	SPREAD
	ET		Existing Tree				
	LI	9	Crape Myrtle / Lagerstroemia indica	30 gal	2"Cal	8-10' H	4'-5'
SHRUBS	CODE	QTY	COMMON NAME / BOTANICAL NAME	CONT	HT	O.C.	
	BI	58	Bicolor Iris / Dietes bicolor	1 gal	12"	12"	
	EX		Existing Shrub				
	LP	256	Purple Lantana / Lantana montevidensis "Purple"	1 gal	8"	18"	
	LR	7	Wax leaf ligustrum / Ligustrum japonicum "Recurvifolium"	7 gal	14"	42"	
	LD	77	Dakuma Dwarf Leropetalum / Loropetalum chinense "Daruma"	5 gal	10"	36"	
	MG	130	Gulf Coast Muhly / Muhlenbergia capillaris "Gulf Coast"	3 gal	10"	30"	
	KD	47	Rose / Rosa x "Double Knockout" Min. 24" height at time of planting.	5 gal			
	SL	6	Mexican Bush Sage / Salvia leucantha	3 gal	14"	48"	
GROUND COVERS	CODE	QTY	COMMON NAME / BOTANICAL NAME	CONT	HT	O.C.	
	HF	61	Orange Daylily / Hemerocallis fulva	1 gal	8"	12"	
	RD	443	Dwarf Rosemary / Rosmarinus officinalis "Prostratus"	3 gal	6"	30"	
	WT	89	Wedelia / Wedelia trilobata	1 gal	8"	18"	

PLANTER DRAINAGE N.T.S.

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, AGENCY APPROVAL, AND COMMENT UNDER THE AUTHORITY OF AMANDA D. BUCKSON, R.L.A. (AUSTIN, ARIZONA) No. 3810 ON 06/27/2021. THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

REVNO.	DESCRIPTION	DATE	APP.

3442 PALMER HIGHWAY
TEXAS CITY, TEXAS 77590

PRELIMINARY
LANDSCAPE PLAN

TERRA ASSOCIATES, INC. CIVIL & ENVIRONMENTAL LANDSCAPE ARCHITECTS

1445 N. LOOP WEST – SUITE 450
HOUSTON, TEXAS 77008
(713) 953-7733
TBPE Registration No. F-10938-12

DRAWN BY:	SCALE: 1" = 30'	PROJECT NO. CONTRACT:
CHECKED BY:	DATE:	SHEET L1.1 OF XX

Exhibit "E"



edifis
INVEST | DEVELOP | MANAGE

PALMER PLAZA REDEVELOPMENT

PALMER HWY @ 34TH ST
TEXAS CITY, TX
FEBRUARY 27,2017

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-20

A RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT WITH EDIFIS GROUP FOLLOWING WEATHER-RELATED DAMAGE; 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 July 29, 2026, a general discussion was held concerning an Economic Development Agreement with Edifis Group following weather-related damage; and

WHEREAS, the Texas City Economic Development Corporation (TCEDC) has historically entered into property and sales tax reimbursement agreements to encourage development and business growth in our community; and

WHEREAS, this sales tax reimbursement agreement – with a term of seven years – outlined a commitment by the City to reimburse 50% of the sales tax generated within the Edifis complex, up to a maximum amount of $1.6 million. Per the agreement, if the maximum amount was not reached, then the agreement would end January 1, 2026; and

WHEREAS, unfortunately, during the term of the agreement, one of the buildings in the Edifis shopping center sustained critical damage during a major weather event; and

WHEREAS, a representative with Edifis approached TCEDC staff to request financial consideration due to the incident in the amount of $128,646.50, the amount that would have been generated from a six-month 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 a payment to Edifis Group in an amount not to exceed $128,646.50.

SECTION 2: The Chairperson, Vice Chairperson or Mayor, is hereby authorized to execute any documents necessary for the above-mentioned payment.

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

PASSED AND ADOPTED this 29th day of July 2026.

_____

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

_____

ALTERNATE BOARD SECRETARY
Texas City Economic Development Corporation

TCEDC Agenda **6. c.**

Meeting Date: 07/29/2026

Approve TCLM Chamber Membership Grant in an amount not to exceed $500.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve TCLM Chamber Membership Grant in an amount not to exceed $500.

BACKGROUND

In August 2023, the Texas City Economic Development Corporation established a Chamber Membership grant to assist local businesses with the cost of joining the Texas City-La Marque Chamber for one (1) year.
Applicants must either represent a new, for-profit business or an existing for-profit business within the city limits of Texas City that has not previously joined the Chamber.

Staff has received a completed application from Smokin J Homemade Burgers & BBQ. The TCEDC previously approved a Business Improvement Grant for the business, which is located at the Mainland City Center.
Funds are available in the City of Texas City's FY2026 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Approve TCLM Chamber Membership Grant for Smokin J Homemade Burgers & BBQ in an amount not to exceed $500.

ALTERNATIVES CONSIDERED

Attachments

Resolution

Application

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-21

A RESOLUTION AUTHORIZING A TCLM CHAMBER MEMBERSHIP GRANT TO SMOKIN J HOMEMADE BURGERS & BBQ; 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 July 29, 2026, a general discussion was held concerning the application of a TCLM Chamber Membership Grant; and

WHEREAS, staff received a completed application for the TCLM Chamber Membership Grant from Smokin J Homemade Burgers & BBQ, located in Texas City, Texas; and

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 a TCLM Chamber Membership Grant to Smokin J Homemade Burgers & BBQ, located in Texas City, Texas, for a maximum allocation of $500.00.

SECTION 2: The Chairman of Texas City Economic Development Corporation or designee is hereby authorized to execute the documents necessary for said grant 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 29th day of July 2026.

_____

CHAIRPERSON/VICE CHAIRPERSON
Texas City Economic Development Corporation

ATTEST:

_____

ALTERNATE BOARD SECRETARY
Texas City Economic Development Corporation

Texas City Economic Development Corporation

Application for Chamber Membership Grant

1801 9th 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 9th Avenue North) or via email at kedwards@texascitytx.gov.

Date of Application: **06/15/2026**

Date Business Opened in Texas City:

06/22/2026

Number of Employees: **7**

Business Name: **Smokin J Homemade burgers & BBQ**

Owner Name: **Jordan Collins**

Business Address: **10000 emmett f. Lowry expy, Texas City, Tx, 77590 Ste.1138**

Telephone Number(s): **713-474-0455**

Email Address: **Smokinj@psgtx.net**

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:

JORDAN COLLINS

Texas City Economic Development Corporation:

_____

WASTE CONNECTIONS OF TEXAS LLC
827 W HWY 6
PO BOX 1508
ALVIN TX 77512-1508
DISTRICT NO. 5132

JMK 5 TX CITY
TEXAS CITY BUILDING
SUITE 3000-100A
10000 EMMETT F LOWERY EXPRESSWAY
TEXAS CITY TX 77591

Scan to pay online

ACCOUNT NO.	[redacted]
INVOICE NO.	4614190V132
STATEMENT DATE	06/15/26
DUE DATE	ON RECEIPT
BILLING PERIOD	06/01/26 - 06/30/26

FOR ASSISTANCE

Customer Service	281-331-0810
Or Toll Free	800-449-1599
One Time Payments	800-457-1379

(Rest. Row)

INVOICE STATEMENT

Date	Description		Amount
	Previous Balance	$	3,077.86
	Service Location	**Jmk 5 Tx City**	
	Acct [redacted]	**10000 Emmett F Lowry Expy**	
06/30/26	FI 8 Yd 2X Wk 1	2 Each @ $261.81	$ 523.62
	06/01/26-06/30/26		
	Franchise Fee		$ 52.36
	State And Local Tax 8.25%		$ 43.20
	Current Charges And Fees		$ 619.18
	Total Due		$ 3,697.04

Payment for previous balance is now due. Please pay promptly to avoid service interruption.

VIEW/PAY YOUR BILL ONLINE!
Make Payments *Set up Autopay
Access your account 24/7 *Go Paperless *View Statements
It's FREE! There is no charge to view or pay your bill on our website
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WASTE CONNECTIONS OF TEXAS LLC
827 W HWY 6
PO BOX 1508
ALVIN TX 77512-1508

AV 01 017047 71982H 56 B**5DGT

JMK 5 TX CITY
TEXAS CITY BUILDING
SUITE 3000-100A
10000 EMMETT F LOWERY EXPRESSWAY
TEXAS CITY TX 77591-2127

ACCOUNT NO.	[redacted]
INVOICE NO.	4614190V132
STATEMENT DATE	06/15/26
DUE DATE	ON RECEIPT
PAY THIS AMOUNT	$3,697.04

WRITE IN AMOUNT PAID $

☐ TO CHANGE ADDRESS
Check here and complete the information on the reverse side.

MAIL PAYMENT TO:
WASTE CONNECTIONS OF TEXAS LLC
ALVIN DISTRICT
PO BOX 679859
DALLAS TX 75267-9859

5132 0000000000000X7784085X8752 0000036970400000000000004614190 6

WASTE CONNECTIONS OF TEXAS LLC
827 W HWY 6
PO BOX 1508
ALVIN TX 77512-1508
DISTRICT NO. 5132

ACCOUNT NO.	[redacted]
INVOICE NO.	4614190V132
STATEMENT DATE	06/15/26
DUE DATE	ON RECEIPT
BILLING PERIOD	06/01/26 - 06/30/26

JMK 5 TX CITY
TEXAS CITY BUILDING
SUITE 3000-100A
10000 EMMETT F LOWERY EXPRESSWAY
TEXAS CITY TX 77591

Change of Billing Address

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OR fill this out and return with your payment

Name _____

Street Address _____

City _____ State _____ Zip _____

Phone ( ) _____