

STATE OF TEXAS §

COUNTY OF BRAZOS §

CHAPTER 380 AGREEMENT

**29th Street at Still Meadow – Former Wee Village
29th Street Partners, LP**

This Chapter 380 Economic Development Agreement (“Agreement”) is made on this ___ day of _____, 2024 by and between the **City of Bryan**, a Texas home-rule municipal corporation (“City”) and **29th Street Partners, LP**, a Texas limited partnership (“29th Street Partners”).

WHEREAS, the Texas Constitution prohibits any city, or other political subdivision, from lending its credit or granting public money to any individual, association or corporation whatsoever without a valid public purpose for doing so, and

WHEREAS, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code permit the governing body of a municipality to establish and provide for the administration of a program to promote local economic development and to stimulate business and commercial activity within the municipality as a public purpose; and

WHEREAS, 29th Street Partners desires to construct façade and corridor beautification improvements to the property located at 3900 East 29th Street in Bryan, Texas, known as Wee Village (“Property”); and

WHEREAS, 29th Street Partners represents that these improvements will attract new commercial business to the Property, improving the area, providing for economic development of the local economy, and stimulating business and commercial activity; and

WHEREAS, to make the improvement project viable, 29th Street Partners is seeking incentives in the form reimbursements up to \$100,000.00 from the Corridor Beautification Partnership Grant program (“Grant”); and

WHEREAS, the Property is not located in a current Grant corridor, and the approval of Grant funds under this Agreement is on the condition that 29th Street Partners meet all other eligibility and application requirements of Grant; and

WHEREAS, the City Council has determined that it is in the best interests of the City to enter into this Agreement and serves a public purpose to promote economic development along 29th Street and stimulate business and commercial activity in the surrounding area and city; and

WHEREAS the City and 29th Street Partners have reviewed the scope of work in Exhibit A, and agree that all items in the Scope of Work are approved improvements for reimbursements through the Grant; and

WHEREAS, the City Council establishes a Chapter 380 economic development program whereby, subject to the terms and conditions of the Agreement, City will provide the grant of public money; and

NOW, THEREFORE, for the reasons stated in the Recitals and in consideration of the mutual covenants herein, the parties agree as follows:

A. 29th Street Partners Obligations

1. 29th Street Partners will invest approximately \$200,000.00 in roof, signage, and building exterior improvements to the Property, as more particularly described in the scope of work and schedule of work in Exhibit “A” (“Improvements”) resulting in at least two new businesses located at the Property.
2. Improvements to the Property shall comply with all specifications and submissions required for approval under the Grant described in Exhibit “B”. In the event of a conflict between the requirements in Exhibit “B” and any requirement of this Agreement, the requirement of this Agreement shall control.
3. Reimbursement will be for a matching grant to reimburse fifty-percent (50%) of the lowest bid cost up to a maximum dollar amount of \$100,000.00. 29th Street Partners must perform the improvements and request reimbursement in accordance with the terms of the Grant.
4. 29th Street Partners agrees that the improvements to Property will be conducted in compliance with all City, state, and federal laws, regulations, and ordinances. Specifically, but without limitation, 29th Street Partners agrees to all required development permits, comply with applicable development codes, and pass any final inspections for the improvements. 29th Street Partners agrees to commence the improvements within sixty (60) days of the Effective Date of this Agreement and to complete the improvements within one year of the Effective Date.

B. Incentives

City agrees to grant 29th Street Partners a combined total amount of up to One Hundred Thousand Dollars (\$100,000.00) in reimbursement grants for qualified façade and corridor beautification improvements made by 29th Street Partners to the Property, subject to the terms and conditions of the Grant. 29th Street Partners shall follow the processes for reimbursement described in the Grant, excluding any additional City Council approval. Payment of these grants are contingent upon 29th Street Partners compliance with the terms, conditions, and benchmarks set forth in this Agreement.

C. Term

The term of this Agreement shall begin upon execution by both parties, effective as of the date the last party signs, and shall end twelve (12) months after the effective date, unless terminated sooner as provided herein.

D. Default and Termination

1. A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify in writing the defaulting party upon becoming aware of any condition or event constituting a default. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting Party requires or proposes to require with respect to curing the default.
2. If a default shall occur and continue after thirty (30) days’ notice of the same, the non-defaulting party may, at its option, pursue any remedies it may be entitled to, at law or in equity, in accordance with the law, without the necessity of future notice to or demand upon the defaulting party.

3. In the event that the Agreement is terminated due to default by 29th Street Partners, 29th Street Partners shall immediately be obligated to repay any portion of the Grants funds paid by the City. The obligation shall be immediately due and owing without the requirement of further demand or notice from City.

E. Miscellaneous

1. Disclosure of Interested Parties. 29th Street Partners must submit a disclosure of interested parties to the City in accordance with Section 2252.908 of the Texas Government Code and rules adopted under that section. The disclosure must be submitted on a form prescribed by the Texas Ethics Commission.
2. Government Code Chapter 2252 Subchapter F. 29th Street Partners verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
3. Boycott Israel. 29th Street Partners verifies, to the extent authorized by law, that it does not, and will not for the duration of this Agreement, boycott Israel in accordance with Section 2271.002 of the Texas Government Code.
4. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. 29th Street Partners shall not assign this Agreement without the written approval of the City.
5. Notices. Any notices sent under this Agreement shall be deemed served when delivered via certified mail, return receipt requested to the addresses designated herein or as may be designated in writing by the parties. Notice shall be given to the following:

If to City: City Manager
 City of Bryan
 P.O. Box 1000
 Bryan, Texas 77805

If to 29th Street Partners:

29th Street Partners, LP
PO Box 9693
College Station, TX 77842

6. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.
7. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties

in the City of Bryan, Texas. Venue for any litigation arising under this Agreement shall be in a court of competent jurisdiction in Brazos County, Texas.

8. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
9. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
10. No Waiver. City's failure to enforce this Agreement in the event of 29th Street Partners default or breach of any covenant, condition, or stipulation herein on one occasion shall not be treated as a waiver and shall not prevent City from action to enforce this Agreement on subsequent occasions.
11. No Special Relationship Created. Nothing contained herein, nor any acts of the parties in connection herewith, shall be deemed or construed by the parties or by third parties as creating the relationship of (a) principal and agent, (b) a partnership, or (c) a joint venture, as between the parties hereto. No third party shall obtain any rights as a result of this Agreement.
12. Incorporation of Exhibits. The following exhibits attached hereto are included as if fully set forth herein and made part hereof:

Exhibit A Scope of work
Exhibit B Grant specifications and requirements
13. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.
14. Headings. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs.
15. This Agreement, including any exhibits attached, contains the entire agreement between the parties with respect to the transactions contemplated herein.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective on this the ____ day of _____, 2024.

CITY OF BRYAN:

29th Street Partners, LP

APPROVED:

LK Partnership LLC, its General Partner
By: Peter Kramer – Authorized Signer

Bobby Gutierrez, Mayor

ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

Exhibit “A”

Scope of Work

- New Roof / New Shingles / New Capping / New Flashing
- Repair / Replace rotten / broken exterior panels, wood, fascia, siding
- Replace 3900 E. 29th glass doors and storefront aluminum
- Upgrade all lighting to new LED lights / put on timers so it well lit at night
- Remove old dumpster enclosure
- Build new dumpster enclosure
- All new lighting / panels / fix existing Wee-Village Sign
- All new box / wrap / panels / add internal lighting to existing A1 Mart sign
- New parking lot striping
- Mural / decorative paint
- Masonry landscape planters
- New Roof Sign (front on 29th St)