

RESOLUTION NO. 18-405

A RESOLUTION AUTHORIZING THE LEASE OF OFFICE SPACE LOCATED WITHIN 501 PROCTER STREET BY THE PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO THE CITY OF PORT ARTHUR.

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation (the"PAEDC") is the master tenant of the office building located at 501 Procter Street; and

WHEREAS, the City of Port Arthur, has submitted a Letter of Intent to lease suite 106, and open space on the second floor approximately 300 sq. ft. of space at 501 Procter St. from the PAEDC at a fixed base monthly rental rate of \$300.00 (\$1.10 per square foot) as denoted in **Exhibit "A"**; and

WHEREAS, the PAEDC Board of Directors, at their Regular Board Meeting of September 10, 2018, deemed it in the best interest of the citizens of Port Arthur to lease the office space of suite 106 and open space on the second floor of the building at 501 Procter Street to the City of Port Arthur as detailed in the Commercial Lease Agreement attached hereto as **Exhibit "B"**.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the Port Arthur Section 4A Economic Development Corporation is herein authorized to execute a Commercial Lease Agreement with the City of Port Arthur in substantially the same form as attached hereto as **Exhibit "B"**.

Section 3. That a copy of the caption of this Resolution shall be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 25th day of Sept. A.D., 2018, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Freeman,

Councilmembers Scott, Jones, Ducey, Moses
and Frank,

NOES: None.

D. Freeman
Derrick Freeman, Mayor

ATTEST:

Sherri Bellard
Sherri Bellard, City Secretary

APPROVED:

Floyd Batiste
Floyd Batiste, FAEDC CEO

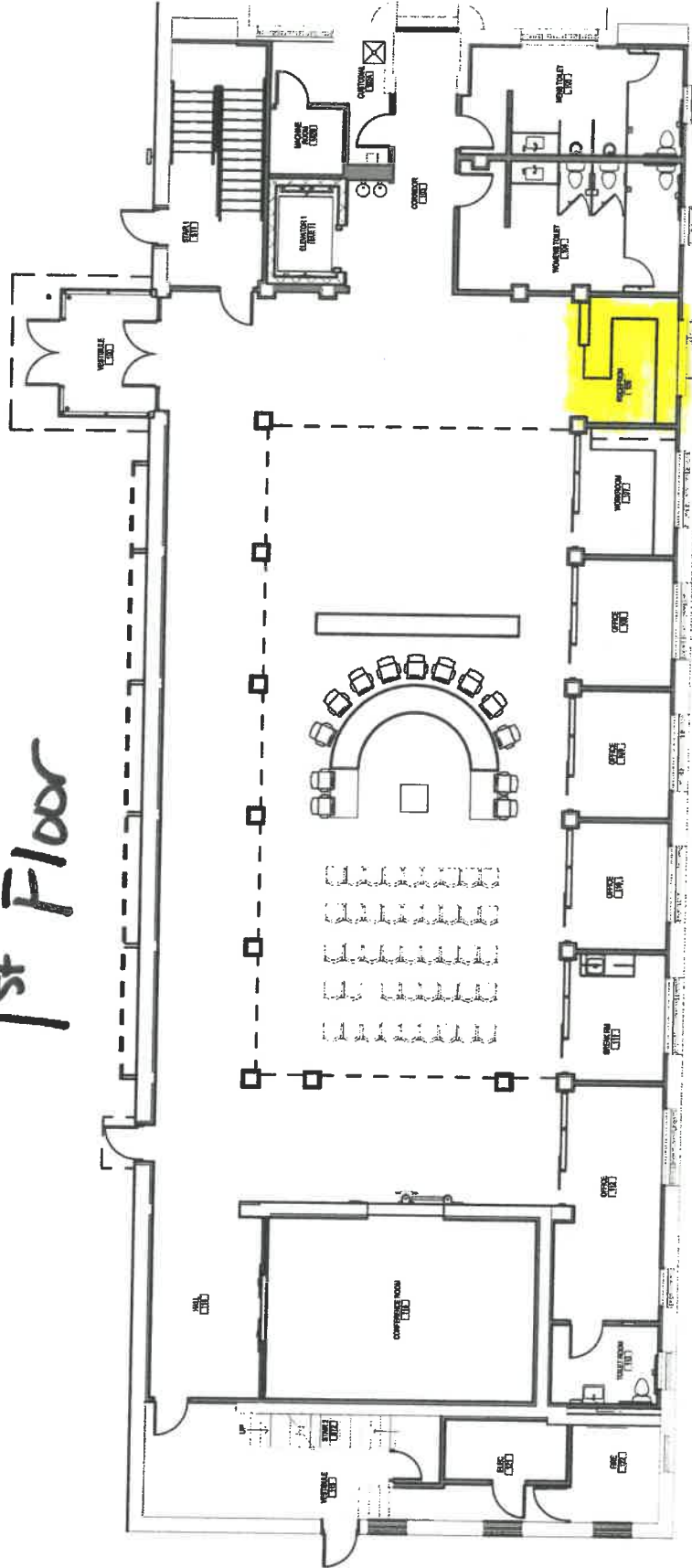
APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'G. Goodson', is written over a horizontal line.

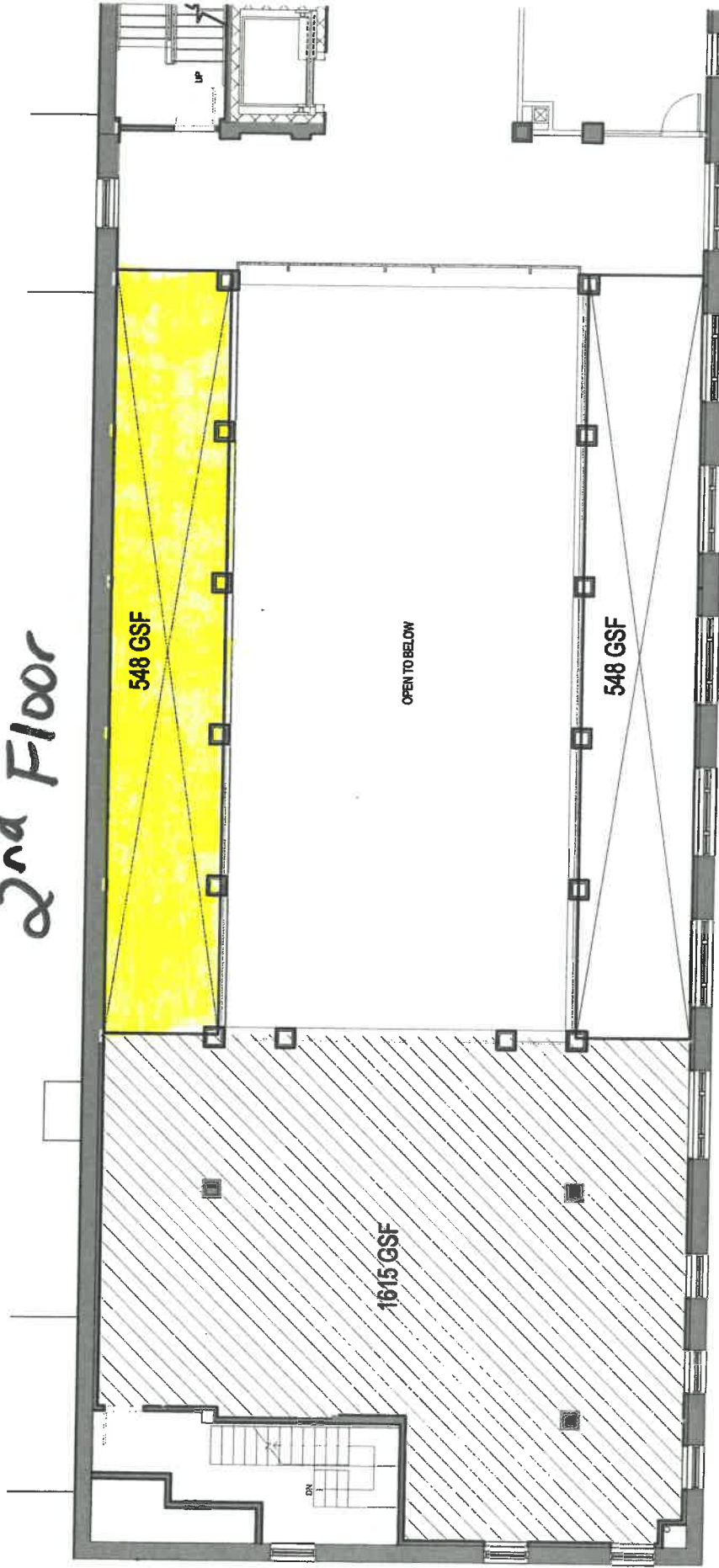
Guy N. Goodson, PAEDC Attorney

Exhibit “A”

1st Floor



2nd Floor



Pod Arthur Savings Bank | Second Floor Gross Square Feet

Exhibit “B”

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (the "Agreement") made and entered into on the ____ day of _____, 2018 (the "Effective Date"), by and between the **City of Port Arthur Section 4A Economic Development Corporation** (hereinafter referred to as Landlord), whose address is 501 Procter, Suite 100, Port Arthur, Texas 77640 and **City of Port Arthur** for office space (hereinafter referred to as "Tenant"), whose address is 444 4th Street, Port Arthur, Texas 77640.

WITNESSETH:

FOR AND IN CONSIDERATION of the Agreement, covenants, and conditions hereinafter stipulated to be paid and performed by Tenant, Landlord does hereby demise and let unto Tenant and Tenant does hereby accept and let from Landlord, the following described property situated in the City of Port Arthur, County of Jefferson, Texas, described as follows, to-wit:

Office space located on the first floor of the 501 Procter Building and space located on the second floor as described in Exhibit "A" attached to this Agreement.

SECTION 1. The term of this Agreement shall commence on the Effective Date and continue on a month to month basis. This Agreement may be terminated by either party by a thirty (30) day written notice.

SECTION 2. The Tenant agrees to pay \$300.00 per month to the Landlord for the demised premises, pursuant to the following described terms and conditions. Payment will be made monthly with the payment due by the 5th day of the month.

SECTION 3. Tenant shall have, hold and use the demised premises for the purposes of conducting the business activities of City of Port Arthur

SECTION 4. Tenant will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed. Landlord shall furnish and pay for, as and when due, all utilities consumed or used incident to the demised premises, such as electricity, gas, water, sewer and all other public utilities of every nature, kind and description used in said premises.

SECTION 5. Tenant will, at all times, take good and ordinary care and precaution for the preservation of the demised premises. Landlord shall furnish janitorial services.

SECTION 6. Any notice required to be given by either party to the other party under the terms of this Agreement shall be served upon such party by United States Certified Mail as follows:

To Landlord: Floyd Batiste
City of Port Arthur Section 4A
Economic Development Corporation

501 Procter, Suite 100
Port Arthur, Texas 77640

To Tenant: City of Port Arthur

SECTION 7. Tenant shall not, without the previous consent in writing of the Landlord, assign this Agreement or sublet the whole or any part of the demised premises or permit the demised premises or any part thereof to be used or occupied by others. In the event Landlord consents to any such assignment or subletting, Tenant shall remain and continue primarily liable for the performance of the covenants and obligations on his part to be performed under this Agreement during the term of the lease.

SECTION 8. Landlord agrees to keep the building improvements erected on the demised premises insured against loss or damage by fire and all standard extended coverage perils for the full, fair insurable value thereof in a solvent and responsible company or companies authorized to do business in the State of Texas.

SECTION 9. At the expiration of the tenancy hereby created and any extended term thereof, Tenant shall surrender the Agreement premises in the same condition as the Agreement premises were in upon delivery of possession thereto under this Agreement, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

SECTION 10. The Landlord covenants to keep and maintain, at Landlord's expense, said demised premises and facilities in a state of tenantable repair during the term of the Agreement; provided, however, that Landlord shall not be called upon to make any such repairs occasioned by the acts of negligence of the Tenant, its agents, patrons, or employees, except where covered under Landlord's fire and extended coverage insurance. Tenant agrees to maintain renter's insurance and provide proof of same to Landlord upon request.

SECTION 11. Should the demised office building be totally or substantially destroyed by fire, the elements or otherwise, so as to render the demised office building untenable, either party shall have the option to cancel the remaining portion of this Agreement for any extended term or period hereof. Tenant shall have no obligation to pay rent of any nature so long as the demised office building is untenable.

SECTION 12.

a. Failure on the part of the Tenant to pay any installment of rent as above set out as and when the same becomes due and payable, or failure of Tenant promptly and faithfully to keep and perform each and every covenant agreed and stipulated herein on the part of the Tenant to be kept and performed, shall, at the option of the Landlord, cause a forfeiture of this Agreement.

b. Nothing contained in the foregoing shall be construed to waive either party's right to cancel this Agreement in the event of any forfeiture or breach on the part of the other party hereto, all of which rights or cancellation are herein specifically reserved.

c. Prior to a declaration of forfeiture for default in payment of rent or additional rent, Landlord shall give to Tenant a Notice in writing thirty (30) days prior thereto in the manner provided by Section 6 hereof, during which time Tenant may purge itself on the grounds of forfeiture by paying such rent.

d. As to default by Tenant in performing covenants other than for payment of rent prior to a declaration of forfeiture, Landlord shall give to Tenant a notice in writing 30 days prior thereto in the manner provided for by Section 6 during which time Tenant may purge itself on the grounds of forfeiture by curing the stated grounds of forfeiture within such 30 days or within such longer term as may be reasonably necessary to cure such defect.

SECTION 13. Tenant agrees to pay any and all taxes and fees required by the State of Texas, Jefferson County, and/or the City of Port Arthur associated with running its business.

SECTION 14. Landlord covenants that the Tenant, on paying the rent herein reserved and performing the covenants and agreements hereof, shall peaceably have, hold, and enjoy the demised premises and all rights, easement, and privileges belonging or otherwise pertaining thereto, during the full term of this Agreement, and any extension thereof.

SECTION 15. Landlord will provide paved parking area sufficient for the operation of Tenant's business on the Agreement premises, without additional cost to Tenant. Landlord will maintain such parking lot throughout the term of this Agreement and any extension thereof in a serviceable condition. Landlord agrees to keep all parking areas provided to Tenant clean and free of trash and debris.

SECTION 16. Applicable Law - This contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflict and choice of laws provisions, and any litigation with respect thereto shall be brought in the courts of this state.

SECTION 17. Entire Agreement - The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

IN WITNESS WHEREOF, this Rental Agreement has been duly executed in duplicate originals on the day and date hereinabove set forth.

LANDLORD:

CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION

Board President; Date: _____

Board Secretary; Date: _____

TENANT:

CITY OF PORT ARTHUR

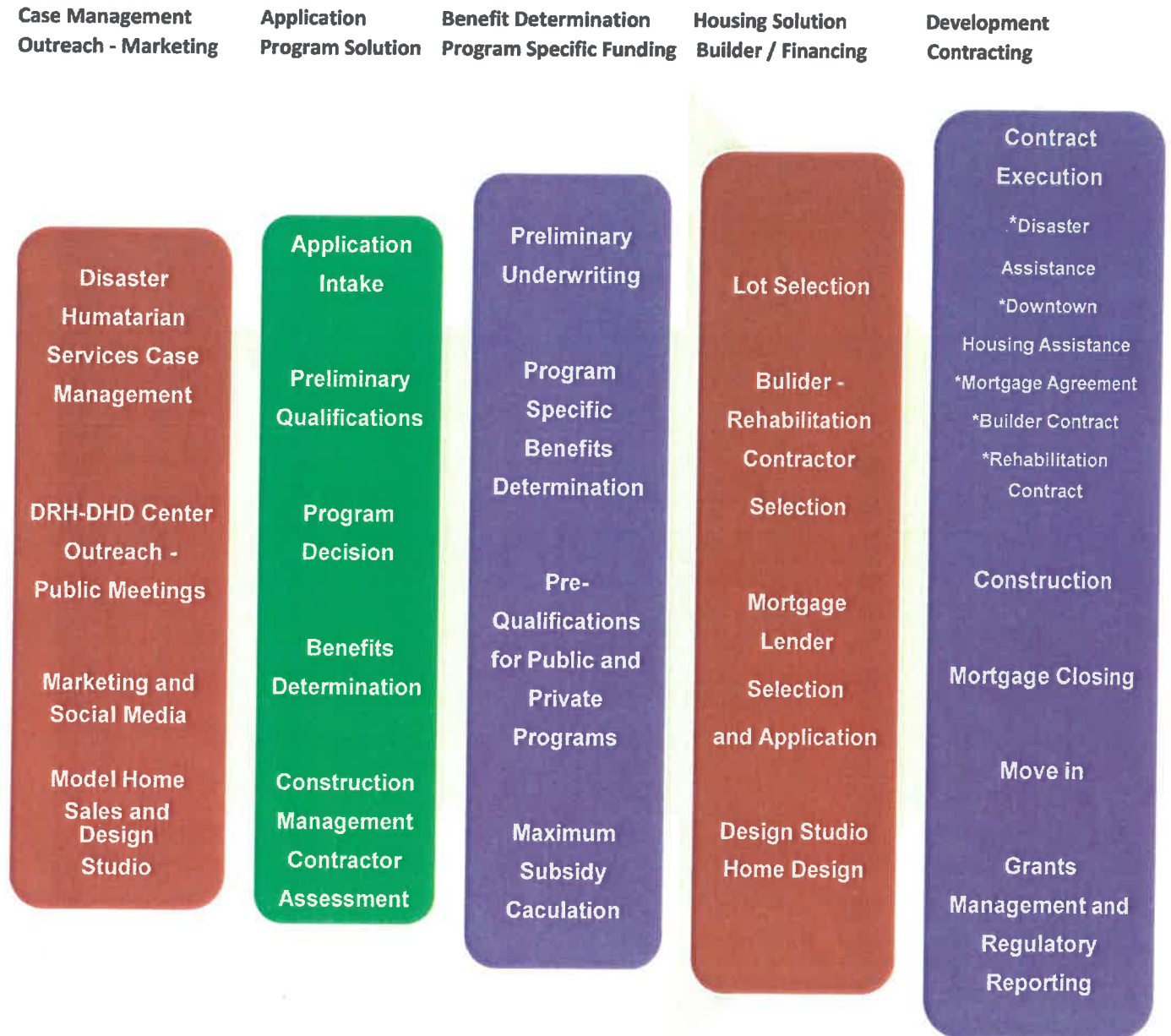
By: _____; Date: _____

(Tenant's acknowledgment)

Disaster Recovery Housing Development Center

Disaster Recovery Housing Development Center – designed to administer disaster recovery housing resources utilizing the Case Management Approach and offered in a One-Stop-Shop located in the PAEDC Office Building where citizens apply for funding and are provided technical assistance guiding them through the process. Center functions are divided into five areas below.

Disaster Recovery Housing Development Center Function:

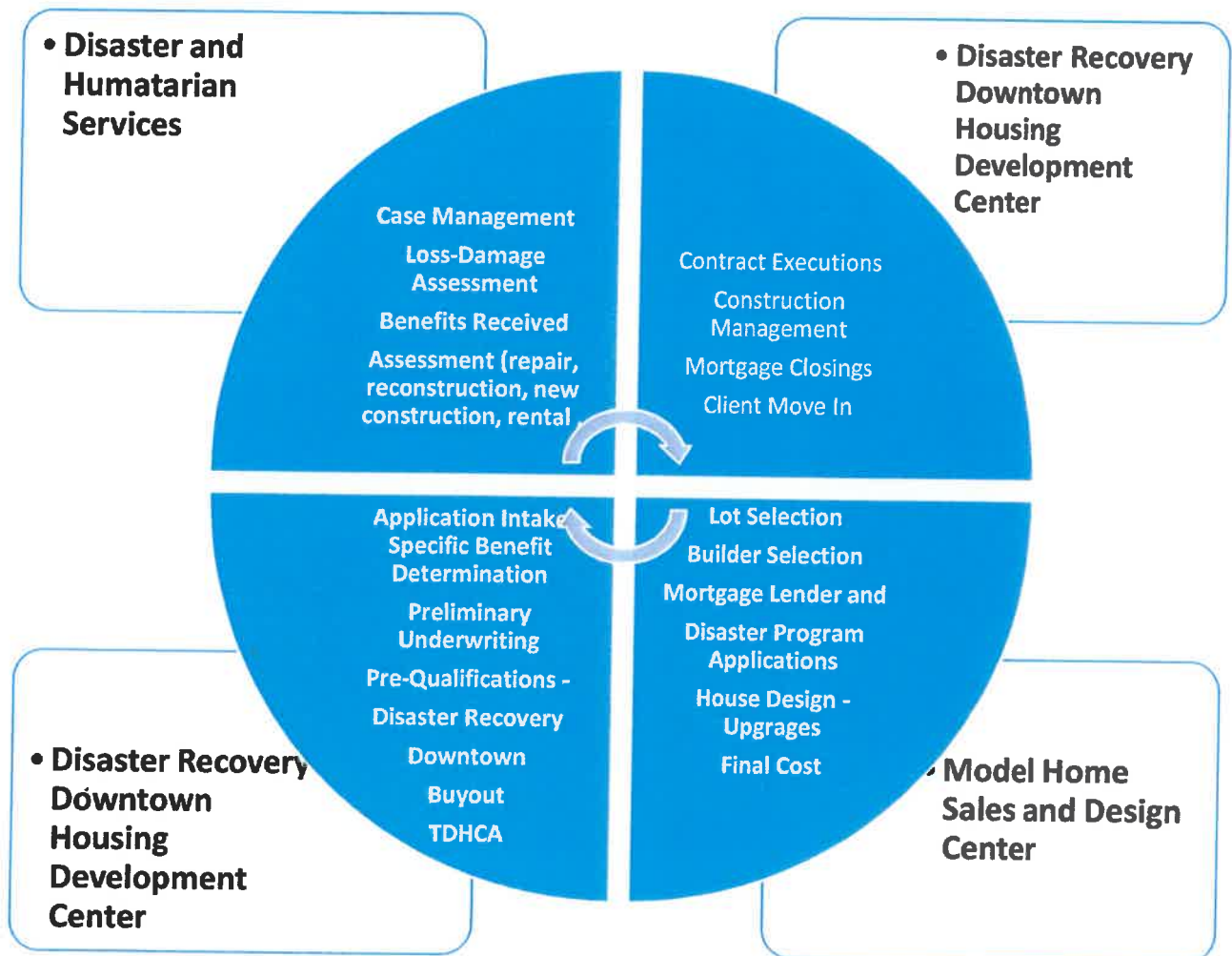


Disaster Recovery Housing Development Center

Client Process:

The Client will access funding utilizing four stages of assistance. Disaster and Humanitarian Services will assist clients in stage one with loss-damage assessment, determination of how to best address their need, and assistance with documentation of benefits already received and documentation needed for accessing programs. The Development Center will guide clients through stage 1 and 2 assisting with disaster program access-applications, and service delivery.

Client Process



Disaster Recovery Housing Development Center

One-Stop-Shop for Disaster Recovery Housing

Funding Sources:

Funding available for disaster recovery include FEMA, CDBG-R funding administered by SETRPC and Texas GLO; locally funded initiatives including CDBG and HOME Program Entitlement, Legacy CDC-PAEDC Downtown Housing; and the leveraging of private financing and foundation support.

- 🏠 Downtown Housing PAEDC 4 B Referendum for 30 Units /Infrastructure
- 🏠 City CDBG – HOME Program Downtown Housing
- 🏠 TDHCA Disaster Recovery HOME Program
- 🏠 CDBG-R Disaster Recovery Buyout Program
- 🏠 GLO Multifamily Disaster Recovery Assistance
- 🏠 CDBG, PAEDC, and CDBG-R Infrastructure Funding for Downtown Housing
- 🏠 CDBG-R Housing and Unmet Need Funding (next round of funding)
- 🏠 EDA Disaster Recovery Funding Port Arthur News Building and Business Assistance
- 🏠 Rebuild Texas Foundation Disaster Recovery Grants for the Saint Mary's and Gilliam Parks

Programs:

Program resources will be provided through the above funding sources. While each program funding source will have individual program guidelines, applications and may require unique documentation, the Development Center will assist in determining which programs best meet the applicants' needs and create a benefit proposal to address those needs.

