

DOWNTOWN REINVESTMENT GRANT AGREEMENT

This Downtown Reinvestment Grant Agreement (the "Agreement") is entered into by and between the City of Denton, Texas (the "City"), duly acting herein by and through its City Manager, Sara Hensley, and Steve Severance and Steve's Wine Bar LLC, 111 Industrial, Denton, TX 76201 (collectively, "Owner"), duly authorized to do business and in good standing in the State of Texas, duly acting herein by and through its authorized officer.

WHEREAS, the City Council of Denton, Texas (the "City Council") has adopted an ordinance which provides that it elects to be eligible to participate in downtown reinvestment grant incentives and has adopted guidelines and criteria governing downtown reinvestment grant incentive agreements known as the Downtown Reinvestment Grant Program Policy (the "Program"), a copy of which is on file in the City of Denton Economic Development Office and which is incorporated herein by reference; and

WHEREAS, the Program constitutes appropriate "guidelines and criteria" governing downtown reinvestment grant incentive agreements to be entered into by the City;

WHEREAS, the Owner will be the owner or have a leasehold interest, as of the Effective Date (as hereinafter defined), of certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and made a part of this Agreement for all purposes (the "Premises"); and

WHEREAS, on the 6th day of June, 2022, Owner submitted an application for a reinvestment grant with various attachments to the City concerning the contemplated use of the Premises (the "Application"), which is attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the Downtown Task Force finds that the contemplated use of the Premises, the Improvements (as hereinafter defined) to the Premises as set forth in this Agreement, and the other terms hereof are consistent with encouraging development in accordance with the purposes and are in compliance with the Program and similar guidelines and criteria adopted by the City and all applicable law;

NOW, THEREFORE, the City Manager and Owner for and in consideration of the premises and the promises contained herein do hereby contract, covenant, and agree as follows:

I.

TERMS AND CONDITIONS OF REIMBURSEMENT GRANT

A. In consideration of and subject to the Owner meeting all the terms and conditions of reimbursement set forth herein, the City hereby grants the following reimbursement grant:

1. A reimbursement grant in an amount not to exceed \$20,000.00 (the "Grant") attributable to new Improvements, as hereinafter defined, being constructed on the Premises.

B. A condition of receiving the Grant is that, by April 19, 2023, Owner construct, renovate, and equip façade and building renovations, as described in Exhibit “B” (collectively, the “Improvements”) on the Premises.

C. A condition of the Reimbursement is that the Improvements be used substantially in accordance with the description of the project set forth in Exhibit “B” and comply with the requirements of the Program.

D. Owner agrees to comply with all the terms and conditions set forth in this Agreement.

II.

CONDITION OF REIMBURSEMENT

A. At the time of the award of the Grant, all ad valorem real property taxes with respect to the Premises and all other property in the City owned by the Owner shall be current.

B. Prior to the award of the Grant, Owner shall have constructed the Improvements as specified in Exhibit “B.”

C. If alterations to the façade and building renovations or any portion of the Improvements are made for any reason within one (1) year from construction, Owner is required to reimburse the City in the full amount of the Grant.

D. Prior to the award of the Grant, Owner shall own or have a leasehold interest in the Premises.

III.

RECORDS AND EVALUATION OF PROJECT

A. The Owner shall provide access and authorize inspection of the Premises by City employees and allow sufficient inspection of financial information related to construction of the Improvements to ensure that the Improvements are made, and the thresholds are met according to the specifications and conditions of this Agreement. Such inspections shall be done in a way that will not interfere with Owner’s business operations.

IV.

GENERAL PROVISIONS

A. The City has determined that it has adopted guidelines and criteria for the Program agreements for the City to allow it to enter into this Agreement containing the terms set forth herein.

B. The City has determined that procedures followed by the City conform to the requirements of the Code and the Program.

C. In the event of any conflict between the City zoning ordinances, or other City ordinances or regulations, and this Agreement, such ordinances or regulations shall control.

D. Owner represents and warrants that Owner is authorized to make the Improvements to the Premises.

V. NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designated in writing, by certified mail postage prepare, by hand delivery or via facsimile:

OWNER:

Steve Severance
Steve's Wine Bar, LLC
111 Industrial
Denton, TX 76201

CITY:

Sara Hensley, City Manager
City of Denton
215 East McKinney
Denton, Texas 76201
Fax No. 940.349.8596

VI. CITY COUNCIL AUTHORIZATION

This Agreement was authorized by the City Council by passage of Ordinance authorizing the City Manager to execute this Agreement on behalf of the City.

VII. SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word. In the event that (i) the term of the Grant with respect to any property is longer than allowed by law, or (ii) the Grant applies to a broader classification of property than is allowed by law, then the Grant shall be valid with respect to the classification of property abated hereunder, and the portion of the term, that is allowed by law.

VIII. OWNER STANDING

Owner, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same and Owner shall be entitled to intervene in said litigation.

IX.
APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas and is fully performable in Denton County, Texas. Venue for any action under this Agreement shall be in Denton County, Texas.

X.
ENTIRE AGREEMENT

This instrument with the attached exhibits contains the entire agreement between the parties with respect to the transaction contemplated in this Agreement.

XI.
BINDING

This Agreement shall be binding on the parties and the respective successors, assigns, heirs, and legal representatives.

XII.
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XIII.
SECTION AND OTHER HEADINGS

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

XIV.
NO JOINT VENTURE

Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby disavowed.

XV.
AMENDMENT

This Agreement may be modified in writing by the parties hereto to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement.

XVI.
FORCE MAJEURE

If, because of flood, fire, explosions, civil disturbances, strikes, war, acts of God, or other causes beyond the control of either Party, either Party is not able to perform any or all of its obligations under this Agreement, then the respective Party's obligations hereunder shall be suspended during such period but for no longer than such period of time when the party is unable to perform.

XVII.
INDEMNIFICATION

OWNER SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, ATTORNEYS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WHICH DIRECTLY OR INDIRECTLY ARISES FROM CITY'S GRANT AND OWNER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER AND ANY CONTESTS OR CHALLENGES TO THE LEGAL AUTHORITY OF THE CITY OR OWNER TO ENTER INTO THIS AGREEMENT AND ANY AND ALL LIABILITIES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES AND DISBURSEMENTS) THAT ANY INDEMNITEES SUFFER OR INCURS AS A RESULT OF ANY OF THE FOREGOING; PROVIDED, HOWEVER, THAT OWNER SHALL HAVE NO OBLIGATION UNDER THIS PARAGRAPH TO THE CITY WITH RESPECT TO ANY OF THE FOREGOING ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR THE BREACH BY THE CITY OF THIS AGREEMENT.

[Signature Page Follows]

This Agreement is executed to be effective on the executed date of the ____ day of _____, 20____, (the "Effective Date") by duly authorized officials of the City and Owner.

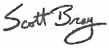
CITY OF DENTON

SARA HENSLEY, CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____
Digitally signed by Scott Bray
Date: 2022.08.09 14:56:36
-05'00'

OWNER:

Steve Severance

STEVE SEVERANCE

STEVE'S WINE BAR, LLC

By: **Steve Severance**

Steve Severance, Manager

EXHIBIT "A"

All that certain lot, tract or parcel of land, lying and being situated in the City of Denton, Denton County, Texas, out of the Hiram Cisco Survey, Abstract No. 1184, and being a part of a tract of land conveyed by John Alexander, et ux to W. Lee Johnson, et ux, by Warranty Deed dated December 21, 1944, and recorded in Volume 312, Page 107, Deed Records of Denton County, Texas, and being more fully described as follows:

BEGINNING at a point which is in the East boundary line of Industrial Street, 55.0 feet South of the intersection of the South boundary line of Hickory Street and the East line of Industrial Street, same being the Southwest corner of a tract of land conveyed by Etta Juanita Johnson to Cecil Hawk, dated April 18, 1985, and shown to be recorded in Volume 1618, Page 111, Real Property Records of Denton County, Texas;

THENCE South, along the East boundary line of Industrial Street a distance of 138.79 feet, more or less, to a point for corner which is 106.21 feet, more or less, North of the intersection of the East boundary line of Industrial Street with the North boundary line of Mulberry Street;

THENCE East, and parallel with the North boundary line of Mulberry Street a distance of 115.2 feet to a point for corner;

THENCE North, and parallel with the East boundary line of Industrial Street, a distance of 138.79 feet, more or less, to a point for corner, which is 55.0 feet South of the South boundary line of Hickory Street and being the Southeast corner of said Johnson to Hawk tract;

THENCE West, and parallel with the South boundary line of Hickory Street, along the South boundary line of said Johnson to Hawk tract, 115.2 feet to the place of beginning; same also being known and described by the street numbering system of the City of Denton, Texas as 103, 109 and 111 Industrial.

EXHIBIT B
APPLICATION AND IMPROVEMENTS

Downtown Reinvestment Grant Program Application

Please return completed the application with necessary attachments and signatures to the Economic Development Department office at 401 N. Elm St., Denton, Texas. If you have any application questions, please contact the Economic Development Department at 940-349-7776.

Applicant Name	STEVE SEVERANCE	Date	6/16/22
Business Name	STEVE'S WINE BAR, LLC		
Mailing Address	111 INDUSTRIAL ST. DENTON, TX 76201		
Contact Phone	940-514-1852	Email Address	STEVE@STEVESWINEBAR.COM
Building Owner (if different from applicant)			
Historical/Current Building Name	1940'S WOLFF'S MEAT MARKET & GROCERY		
Project Site/Address	111 INDUSTRIAL ST DENTON, TX 76201		

Type of Work: (check all that apply)

☐ Paint Only

☐ Signage

☐ Utility Upgrades

☒ Facade & Building Renovation

☐ Awnings

☐ Impact Fees

☐ Interior/Code Improvements

Details of planned improvements relating to grant request (attach additional information if necessary).

BUILD OUT OF A FRONT DECK AND GARDEN
OFF THE FRONT PATIO THE BUILDING.
EXTENDS SEATING AREA UP TO 18 FT AND
40 FT WIDE.
WILL INCLUDE RAISED PLANTER BOXES FOR
FLOWERS SMALL BUSHES AND TREES.
SEATING FOR AN ADDITIONAL 20-30 people

How will this project benefit Downtown?

THIS WILL ADD NATURAL COLOR AND SHADE TO
THE SPACE WITH PLANTS, SHRUBS, TREES.
ADDITIONAL SEATING WITH SHADE FROM
TREES AND UMBRELLAS.

Project Categories	Estimated Costs	Grant Requested
Facade/Building Rehab	\$35,000 - \$40,000	\$20,000
Awnings		
Signs		
Impact Fees		
Utility Upgrades		
Interior/Code Improvements		
Totals	\$35,000 - \$40,000	\$20,000


TOTAL COST OF PROPOSED PROJECT

\$ \$40,000

TOTAL GRANT REQUEST
(May not exceed 50% of TOTAL COST up to \$50,000)

\$ \$20,000

Attach all required color samples of paint, awning/canopy, sign design, etc., as well as photographs of building's exterior facade, roof and foundation.



Applicant's Signature

6/16/22

Date

DOWNTOWN REINVESTMENT GRANT AGREEMENT FORM

Please complete and return with the Downtown Reinvestment Grant Application to the Economic Development office, 401 N. Elm St., Denton, Texas. If you have any questions, please contact the Economic Development Department at 940- 349-7776.

I have met with a representative from the Economic Development Department, and I have read and fully understand the Downtown Reinvestment Grant procedures established by the Denton City Council. I intend to use this grant program for the aforementioned renovation projects to advance the efforts of revitalization and historic preservation of Denton's historic downtown. *I have not received, nor will I receive insurance monies for this revitalization project.*

I understand that if I am awarded a Downtown Reinvestment Grant by the City of Denton, any deviation from the approved project may result in the partial or total withdrawal of the grant. (If I am awarded a reinvestment grant for facade, awning or sign work and the facade, sign or awning is altered for any reason within one (1) year from construction, I may be required to reimburse the City of Denton immediately for the full amount of the grant.)

STEVE'S WINE BAR, LLC

Business Organization Name

St. Severance

STEVE'S SEVERANCE

6/16/22

Applicant's Signature

Printed Name

Date

Marilyn Blanton

Marilyn Blanton, trustee

6-17-22

Massey Trust

Building Owner's Signature (if different from applicant)

Printed Name

Date

This section is to be completed by Economic Development staff.

Date considered by DEDC

Recommendation

Staff Signature

Date considered by TIRZ #1 Board

Recommendation

Staff Signature

Date considered by City Council

Approval

Staff Signature



Steve's Wine Bar

Grant Request for Front Deck Patio
and Garden area



Upgrade and Enhance the
clients (and neighbors)
experience.

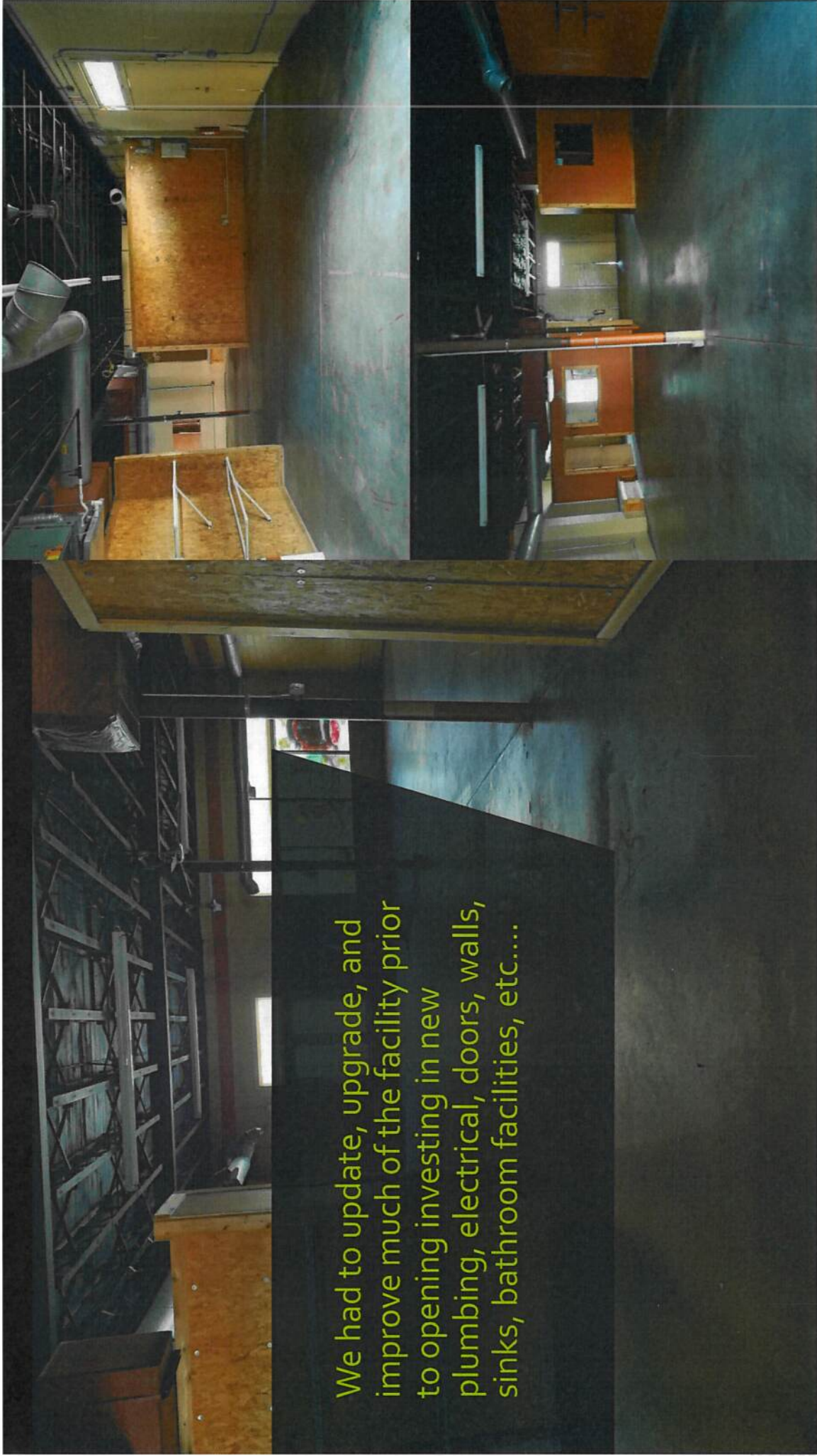
Outdoor Seating

Garden and Trees

Add Interest to Industrial

Steve's Wine Bar
opened in August
2016 on E. Hickory
and moved to
Industrial street
replacing Seniors in
Motion in May of
2019.

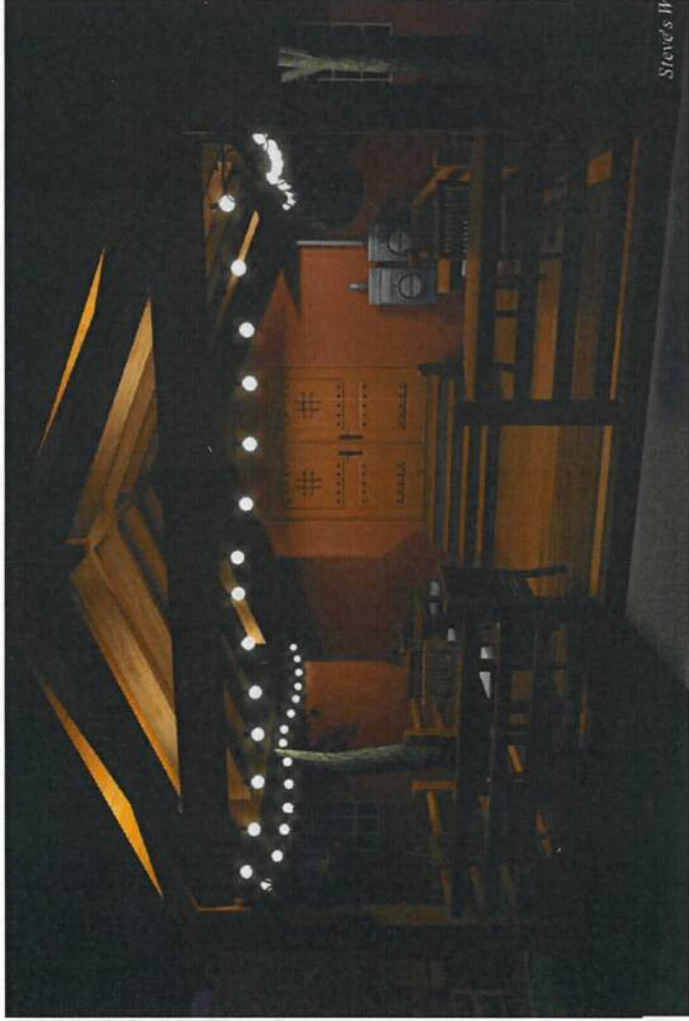




We had to update, upgrade, and improve much of the facility prior to opening investing in new plumbing, electrical, doors, walls, sinks, bathroom facilities, etc....

Which allowed us to
create a special
space in Denton for
Wine, Beer, Music
and hanging with
friends and family.

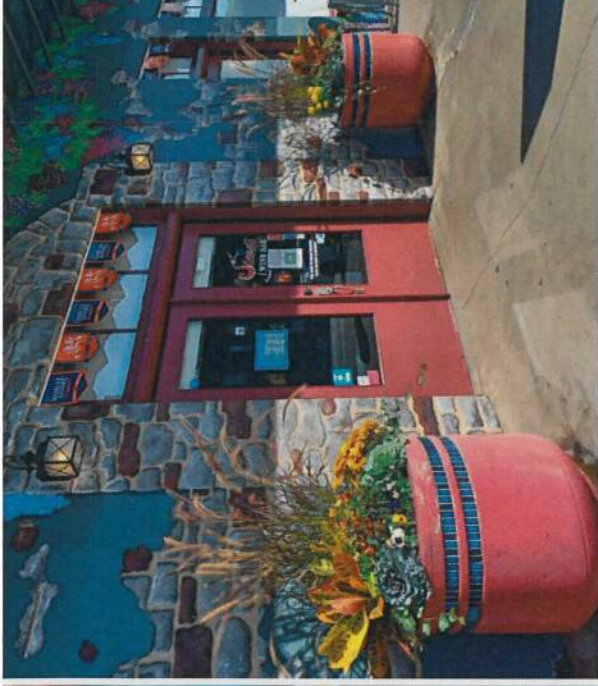




Steve's B



We built a beautiful and welcoming patio on the Russell Street side of the building.





We would like to add a front deck/patio to enhance our space and general area of Industrial Street.

- ▶ Add more space for outdoor seating (up to 30 people)
- ▶ Add Shade to the front through the use of planter boxes for flowers, shrubs, small trees
- ▶ Add more outdoor ADA available seating
- ▶ Enhance the look of Industrial Street
- ▶ Improve safety for our guests – currently the step down is 12" and we will be adding stairs to the deck as well as the continued use of the current ADA ramp out front.



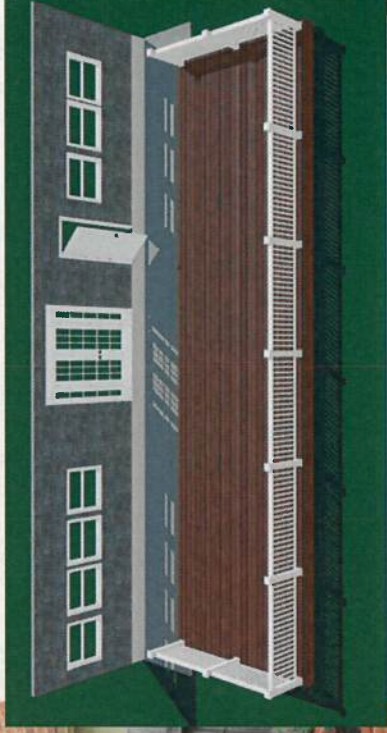
Some ideas for the front
space





Current Space:

- Raised sidewalk in front of the bar 12" above lot – 9 ft deep 48 feet wide
- Cement area will stay the walkway for people between the bar and the deck.
- Parking blocks are set back 12 ft allowing us to use the open space
- Deck will be set to match the level of the current cement walkway



Concept for new deck includes:

- Raised Deck 12" to match cement walkway
- Deck is open for customers to walk in on the bar side
- Stairs will be added on the west side of the deck (Roosters side) for people coming in from the parking lot.
- Built in seating with planter boxes that surround the outer sides to block the view of cars parked.
- One large planter box on the left and right to host small trees for natural shade.

Quotes for Deck

Quotes to build the deck range upwards to \$40,000.

Attached is one for \$32,344 with the details associated for the building materials, labor, and permits.

Estimated costs on completing the planters

- Potting soil - \$300

- Flowers and small bushes - \$300

- 2 trees for large planter boxes - \$600

Lighting for the deck - \$200 (string lights and such)

Built-in Umbrellas for the seating area - \$800

Additional furniture – Tables and Chairs - \$2500



Goal for Completion In time for our Anniversary Weekend of August 5th

Thank You

Steve Severance

940-597-9615

steve@steveswinebar.com

www.steveswinebar.com

Signature: *Steve Serrano*

Email: steve@steveswinebar.com

Agreement_Steves Wine Bar

Final Audit Report

2022-08-12

Created:	2022-08-12
By:	Christina Davis City of Denton (christina.davis@cityofdenton.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEwEK0tnPXKDiRvxtVu49gbB-VW63yBNB

"Agreement_Steves Wine Bar" History

-  Document digitally presigned by Scott Bray (Scott.Bray@cityofdenton.com)
2022-08-09 - 7:56:36 PM GMT- IP address: 198.49.140.104
-  Document created by Christina Davis City of Denton (christina.davis@cityofdenton.com)
2022-08-12 - 6:22:30 PM GMT- IP address: 198.49.140.104
-  Document emailed to Steve Severance (steve@steveswinebar.com) for signature
2022-08-12 - 6:23:14 PM GMT
-  Email viewed by Steve Severance (steve@steveswinebar.com)
2022-08-12 - 7:01:41 PM GMT- IP address: 47.32.197.131
-  Document e-signed by Steve Severance (steve@steveswinebar.com)
Signature Date: 2022-08-12 - 7:07:54 PM GMT - Time Source: server- IP address: 47.32.197.131
-  Agreement completed.
2022-08-12 - 7:07:54 PM GMT

