

**CITY OF HUMBLE**

**RESOLUTION NO. 15-747**

**A RESOLUTION OF THE CITY OF HUMBLE, TEXAS ESTABLISHING A DOWNTOWN IMPROVEMENT PROGRAM; ADOPTING PROGRAM GUIDELINES; ADOPTING PROGRAM APPLICATION; ADOPTING PROGRAM AGREEMENT; PROVIDING A SAVING AND SEVERABILITY CLAUSE.**

WHEREAS, the City of Humble Texas ("City") is a home rule municipality, which is duly incorporated and chartered under the constitution and laws of the State of Texas, and

WHEREAS, the City Council of the City of Humble has determined that adopting a downtown improvement program benefits its citizens and the wellbeing of the general public by encouraging and securing residences within a defined area to improve and increase their stability, improvement and overall quality; and

WHEREAS, The City desires to enhance and promote its downtown area through this matching grant program designed to visually improve and beautify the exterior appearances of property and buildings within a defined geographical area, and

WHEREAS, The City intends to budget a certain amount annually to be disbursed in accordance with the adopted guidelines and policies of the City; now therefore

**BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HUMBLE TEXAS:**

Section 1. That there is hereby established by the City Council a Downtown Improvement Program

Section 2. That there is hereby adopted by the City Council for the purpose of establishing general boundaries, rules, policies and parameters, the Program Guidelines for the Downtown Improvement Program attached hereto as Exhibit A including appendices thereto, save and except such portions as are hereinafter deleted, modified or amended, and to the same extent are hereby adopted and incorporated as fully as if set out at length herein.

Section 3. That there is hereby adopted by the City Council a Downtown Improvement Program Application attached hereto as Exhibit B including appendices thereto, save and except such portions as are hereinafter deleted, modified or amended, and to the same extent are hereby adopted and incorporated as fully as if set out at length herein.

Section 4. That there is hereby adopted by the City Council a Downtown Improvement Program Agreement attached hereto as Exhibit C including Appendices thereto, save and except such portions as are hereinafter deleted, modified, or amended and to the same extent are hereby adopted and incorporated as fully as if set out at length herein.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part

of provision hereof other than the part declared to be invalid or unconstitutional, and the City Council of the City of Humble, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 3 That this resolution shall take effect immediately from and after its passage

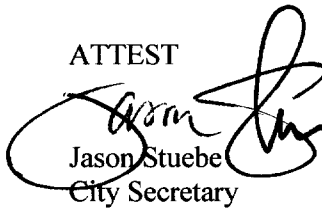
PASSED, APPROVED, AND RESOLVED this the 9th day of April 2015

APPROVED

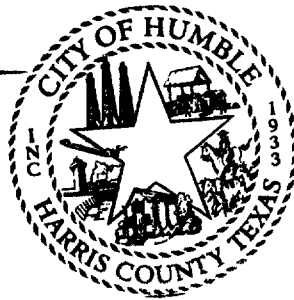


D G McMannes  
Mayor

ATTEST



Jason Stuebe  
City Secretary





## **CITY OF HUMBLE DOWNTOWN IMPROVEMENT PROGRAM GUIDELINES**

### **General**

The City Council of the City of Humble has determined that adopting a downtown improvement program benefits its citizens and the wellbeing of the general public by encouraging and securing residences within a defined area to improve and increase their stability, improvement and overall quality. The City of Humble ("City") desires to enhance and promote its downtown area through this matching grant program designed to visually improve and beautify the exterior appearances of property and buildings within a defined geographical area.

The City intends to budget a certain amount annually to be disbursed in accordance with these guidelines. The City Manager or his designee ("City Manager") shall administer this program in a manner consistent with the criteria set forth herein.

### **Eligibility**

Eligibility requirements include the following:

- 1 Location. The applicant is a residence, not including commercial businesses or places of worship located within a geographic area bounded more or less by Rail Road Avenue to the West, Fisher Rd to the South, S Houston Avenue to the East and 7<sup>th</sup> Street to the North as further depicted on a map attached herto as Exhibit "A." The City Manager reserves the right to review, accept and approve applications received from properties immediately adjacent to this area.
- 2 Type of Improvement. The nature of the proposed improvement should be viewable from a public right of way or otherwise enhance the overall outward appearance of the property, and may include the following or similar type improvements as determined by the City Manager to meet the general provisions of these guidelines.
  - a Building improvements such as

- i façade improvements to a building on the property such as significant cleaning, restoration or new masonry or other form of building finish,
    - ii Awnings,
    - iii Window and door replacement or modification,
    - iv New or restored detail elements such as cornices, soffits, canopies or similar details,
  - b Property improvements such as
    - i Sidewalks, outdoor furniture, railing and other appropriate pedestrian friendly amenities,
    - ii Outdoor lighting,
    - iii Parking lot or driveway development, improvement, resurfacing and striping,
    - iv Fencing,
  - c. Removal of debris, dilapidated structure, demolition, etc
- 3 Longevity The applicant agrees to remain the owner and occupant of the property for no fewer than three (3) years from the award of the grant. Failure to comply with this requirement will result in the applicant forfeiting all funds received from the City back to the City
- 4 Authorization The applicant must be the owner of all the property towards which the grant relates.
- 5 Good Standing The applicant and the property must be in good standing with the City, current on all monies due the City and not involved in a lawsuit or other legal actions against the City
- 6 Cash Expenditures Only applicant's actual cash expenditures may be used as a grant match to receive City funds but in kind services may be considered for applicant's match

### Not Eligible

The following are not eligible under this program

- 1 Signs Signs or improvements to signs unless falling under a category of approved improvements, such as an awning that has a company logo
- 2 Landscaping. Such as shrubs, ground covers, palms, landscape lighting, rocks, pebbles, sand and irrigation systems

- 3 Non-permanent. Annual flowers and other nonpermanent or nondurable improvements to the property
- 4 False Information Misleading or false information provided by the applicant to the City which formed the basis of approval
- 5 Change A change as to the status of the property, the project or the applicant such that the project no longer meets the guidelines
- 6 Maintenance Routine maintenance
- 7 Legal action Any project or property that is the subject of an interim action or other legal proceeding that unreasonably jeopardizes the purpose of the grant in the judgment of the City Manager
- 8 Properties that have been awarded a previous Improvement Program Grant from the City of Humble

If approval of an application was made and subsequent to such approval one or more of the above occurs before the project is complete and application for reimbursement is made, such reimbursement may be denied

#### Funding

- 1 Amount. Qualifying applicants may be approved for a matching grant to a maximum amount of \$10,000 plus reimbursement of some or all City permit fees relating to the project.
- 2 Budget. Each year the City Council may allocate monies to this program, and the total amount of grants may be limited to this allocation
- 3 Disbursement. The funds will be disbursed by the City Manager in accordance with these guidelines who will approve projects on a case by case basis

#### Criteria for Granting

- 1 General Criteria for granting funding under this program will be based upon availability of funds, capability of applicant to perform, visual impact, economic impact and other relevant factors
- 2 Visual Impact. Factors affecting visual impact include the amount of improvement in the attractiveness of the property, the level of blight or deterioration removed, tastefulness and/or compatibility with surrounding

properties, level of impact on overall appearance of the property and the productive life of improvements

- 3 Economic Impact. Factors affecting economic impact include the amount of additional funding expended by the applicant, appropriateness of the residential improvement to the overall economic development in the area, mitigation of health and safety issues, and reuse of vacant or underutilized property
- 4 City Manager The City Manager has utmost discretion and makes all decisions with regard to the approval or disapproval of applications By submitting an application, applicants accept that the decisions of the City Manager may involve subjective judgment and that all determinations by the City Manager are final

#### Procedure

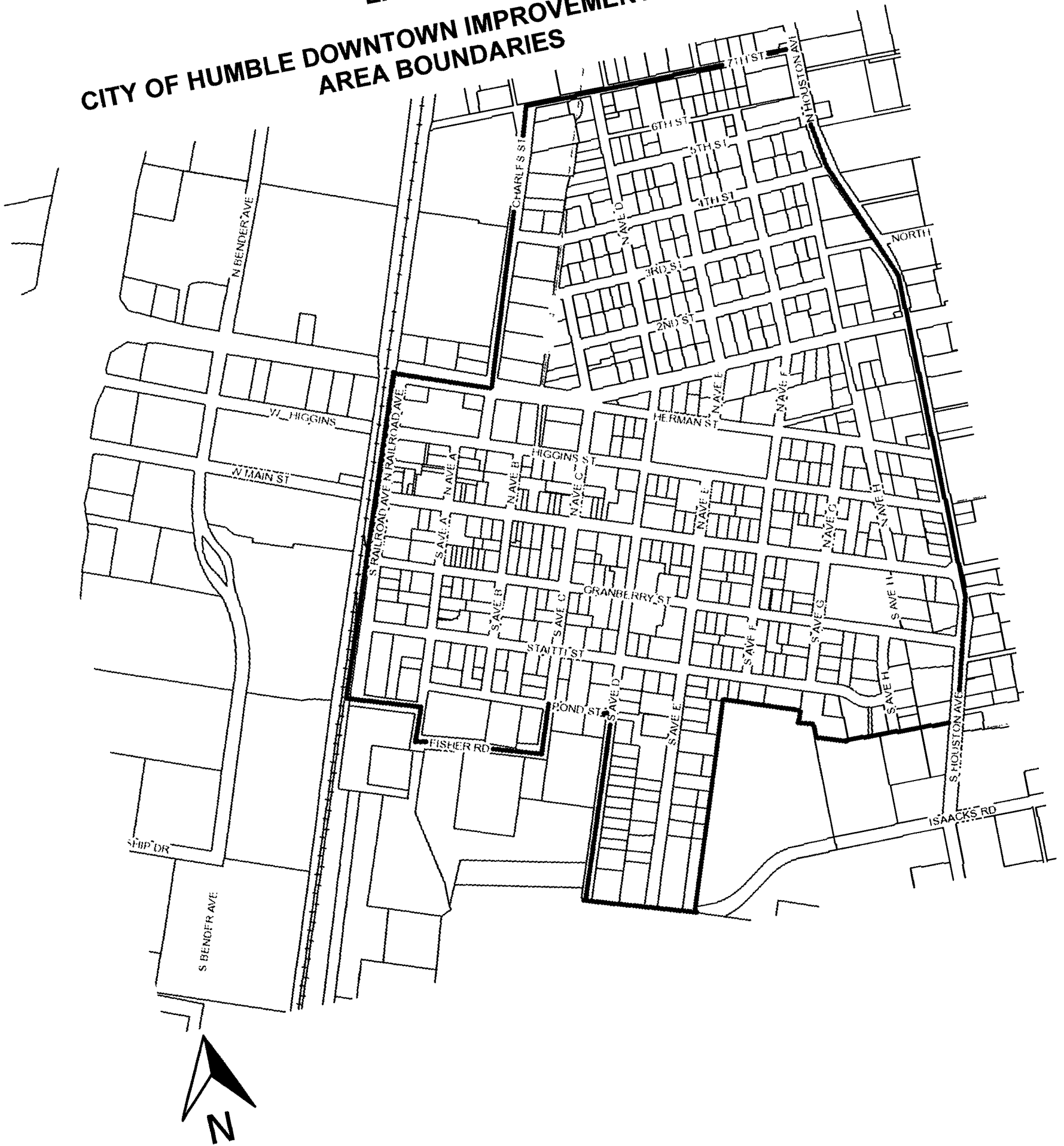
A summary of the procedure is as follows

- 1 Application An application must be made on a form provided by the City, must conform to all requirements set forth in the application, and the completed application submitted to the City Manager
- 2 Contract. If the application is approved by the City Manager under this program, the applicant will be asked to enter into a contract on a form prescribed by the City The City reserves the right to award an applicant a grant with certain additional provisions, conditions, or other requirements and may waive certain requirements as the City Manager determines appropriate and in keeping with these Guidelines
- 3 Project. The project is undertaken by applicant. The City has the right to inspect the property throughout the duration of the project during reasonable times and conditions, and may require an inspection before reimbursement.
- 4 Reimbursement. Upon satisfactory proof that the project has been successfully completed as determined by the City Manager, applicant receives reimbursement.

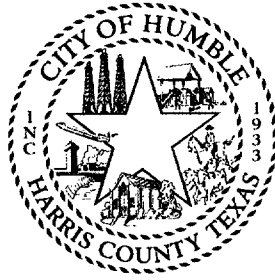
Notice

- 1 **The provision or delivery of these guidelines to an interested party does not constitute nor create an offer of improvement grant, a property right, a contract, or other legal right requiring the City to provide funding.**
  
- 2 **The adoption of these guidelines does not limit the discretion of the City to decide whether to provide or not provide a grant to an applicant, which absolute right of discretion the City reserves unto itself, whether or not such discretion may be deemed arbitrary or without basis in fact.**
  
- 3 **The City, its employees, and its agents do not attest to the quality, safety, or construction of a project eligible for, or receiving grant funding and shall be held harmless by the applicant/applicants for any and all damages associated with the planning, construction, and subsequent existence of any project whose application has been approved, or has received actual grant funding.**

# "EXHIBIT A" CITY OF HUMBLE DOWNTOWN IMPROVEMENT PROGRAM AREA BOUNDARIES







## DOWNTOWN IMPROVEMENT PROGRAM APPLICATION

This application may be either hand delivered to the City Manager's office or mailed to the following address

City of Humble  
114 W Higgins  
Humble, Texas 77338  
Attn City Manager

Applicant may submit additional information as attachments to this form

*Please type or print clearly*

1 Name of applicant: \_\_\_\_\_

2 Description and length of time in residence \_\_\_\_\_

3 Are you willing to provide financial information upon request?  yes  no  
Have you personally filed any bankruptcies or been otherwise determined insolvent?  
 yes  no

If yes, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Name of Contact Person \_\_\_\_\_

Position \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing address \_\_\_\_\_  
\_\_\_\_\_

5 Location of project: \_\_\_\_\_  
\_\_\_\_\_

6 Do you own or lease the property? \_\_\_ own \_\_\_ lease

7 Proposed project description \_\_\_\_\_

Estimated cost of project: \_\_\_\_\_

Estimated start date \_\_\_\_\_ Estimated completion date \_\_\_\_\_

Project contractor name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact Person \_\_\_\_\_

8 Amount of matching grant requested \_\_\_\_\_

Applicant understands that proof of payment in the form of an affidavit stating contractors and subcontractors have been paid and any and all liens and claims regarding such work have been released may be required as well as receipts for materials, labor, inspection reports, or any other item the City Manager reasonably determines necessary to ascertain successful completion of the project.

Do you request reimbursement of city permit fees? \_\_\_ yes \_\_\_ no

Applicant understands that provision of receipt of payment may be required for reimbursement of fees

9 Description of benefits from project (*e.g. intended uses and users, change in taxable sales or value, effect on employment, overall effect on the community and other information that demonstrates the need for this project*) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10 Please provide any additional information you believe to be important concerning this grant application \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

11 Please attach the following

*Required.*

- a  Photo(s) showing current condition
- b  Drawings, renderings, plans, etc relating to the proposed project.  
Describe color schemes, materials used, etc. when applicable
- c.  Cost estimates (at least 2 quotes)
- d  If owner, proof of ownership, such as conveyance instrument.
- e  If lessee, copy of lease agreement in effect during project.

*Optional*

- a  Color palettes and material samples used in project, if applicable
- b  Attach any other additional information you believe important concerning this grant application (describe briefly) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I DECLARE THAT THE INFORMATION IN THIS APPLICATION AND ANY ATTACHMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

FURTHERMORE, BY SUBMITTING THIS APPLICATION I DECLARE THAT THE APPLICANT HAS READ AND HEREIN ACKNOWLEDGES ALL THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE "CITY OF HUMBLE DOWNTOWN IMPROVEMENT PROGRAM GUIDELINES," AND THAT THE APPLICANT BELIEVES THIS APPLICATION MEETS ALL THE ELIGIBILITY REQUIREMENTS AND IS NOT OTHERWISE INELIGIBLE PURSUANT TO THE PROVISIONS HEREIN AND PURSUANT TO THE GUIDELINES

**APPLICANT**

\_\_\_\_\_  
Name

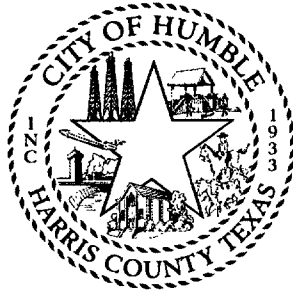
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

If hand delivered  
RECEIVED BY

\_\_\_\_\_  
Date



## Downtown Improvement Program Agreement

By and between

The City of Humble

and

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Whereas, the City of Humble ("City") has adopted the City of Humble Downtown Improvement Program Guidelines, and

Whereas, pursuant to such Guidelines, \_\_\_\_\_ ("Grantee") submitted an application for matching grant funds in accordance therewith, and

Whereas, the Grantee agrees to perform and the City agrees to award the matching grant in accordance with the terms and conditions set forth herein;

**Now therefore** for and in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

- 1 Project. The City hereby grants to Grantee a matching grant pursuant to the City of Humble Downtown Improvement Program Guidelines for the following project to wit:  
\_\_\_\_\_ (*briefly describe project*)(the "Project")

The Project is further described in Grantee's Application for Downtown Improvement Program

2. Compliance Grantee must adhere to all applicable rules and regulations, including building codes, safety rules, and the securing of all required permits.
- 3 Amount. The amount of the grant is as follows.
  - a. Matching grant funds in the amount of \$ \_\_\_\_\_ (*may say "up to \_\_\_\_\_ or add other conditions here"*)
  - b Payment of the following City permit fees. \_\_\_\_\_ (*state "all" or identify which fees*)

- 4 Completion of Project. The Project must be successfully completed by \_\_\_\_\_  
/within the timeframe estimated in the Application (select one) unless extended in writing  
by the City Manager
- 5 Payment. Payment of the grant shall be upon successful completion of the Project as  
determined by the City Grantee must notify City in writing when the Project is complete  
and submit all required information before receiving reimbursement in the amount  
agreed upon herein
- 6 Additional documents. The City of Humble Downtown Improvement Program Guidelines  
dated \_\_\_\_\_ and the Application for Downtown Improvement Program submitted by  
Grantee dated \_\_\_\_\_ are made a part of this Agreement and incorporated by reference  
In the event of a conflict, the provisions and information provided by City shall prevail over  
information provided by Grantee, and the information dated later in time by the City shall  
prevail over earlier information provided by the City
- 7 Change of Circumstances Grantee understands that should any information and  
representations made by Grantee herein or in its Application for Downtown Improvement  
Program change before the Project is complete or before Grantee is otherwise entitled to  
reimbursement, the Grantee shall notify the City in writing as soon as reasonably possible
- 8 Termination. This Agreement may be terminated by either party in writing to the other In  
the event of default by Grantee and upon written request from the City, Grantee shall  
reimburse City any and all grant amounts that may have been remitted to Grantee
- 9 INDEMNIFICATION APPLICANT AND OWNER/LANDLORD INDEMNIFY, DEFEND AND  
HOLD THE CITY HARMLESS FROM ANY LIABILITY, INJURY, CLAIM, EXPENSES, AND  
ATTORNEY'S FEES ARISING OUT OF ANY PROJECT HEREUNDER.
- 10 Miscellaneous. The laws of the State of Texas govern this Agreement and venue shall be in  
Harris County, Texas Waiver of one provision or on one occasion with respect to this  
Agreement does not constitute waiver of other provisions or on other occasions. If any  
provision of this Agreement should be held to be invalid or unenforceable, the validity and  
enforceability of the remaining provisions of this Agreement shall not be affected thereby  
This Agreement may be amended only in writing by the parties hereto This Agreement may  
not be assigned by a party without the written approval of the other This Agreement does  
not and is not intended to confer any rights or remedies upon any person other than the  
parties

This Agreement goes into effect upon the full execution hereof

Grantee

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

City of Humble

Approved by Council \_\_\_\_\_, 20

\_\_\_\_\_  
Darrell Boeske  
City Manager

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Jason Stuebe  
City Secretary