

Location: 251 Osler Drive

Property Owner: CAMCAL LLC

6912 REVERCHON CT

COLLEYVILLE, TX 76034

About the Project

Camcal, LLC, better known as Innovative Beauty Products, is a family-owned business incorporated in the state of Texas in 2004. After experiencing steady growth, Camcal decided to build its own warehouse space and chose Arlington. The company plans to build a new 29,000 square-foot facility in the Great Southwest Industrial District located at 251 Osler Drive. The new building will provide the space needed to expand production, purchase more up-to-date equipment, hire additional employees, and improve inventory control. The anticipated capital investment for the project is approximately \$3 million, and Camcal will look to create approximately 18 new jobs and retain 13 positions.

Goals of the Project

Business expansion; job creation & retention, property tax base enhancement

Current Status

City Council approved Resolution No. 21-220 authorizing the Chapter 380 Grant Agreement with Camcal LLC. Construction is underway and the owner will be eligible for the grant upon completion of the project, assuming all criteria have been met.

Benefit to City

Creation/retention of 30+ jobs; high quality development on vacant lot

Year Approved by Council	2021
Base Year	N/A
Beginning Year	2021
Ending Year	2023
Duration	3 years
Base Year Value	N/A
Property Tax Account Number(s)	42714727
Total Incentives Allowed	\$ 15,000
Total Estimated Investment by Company	\$ 3,000,000
Grant Paid to Company To Date	\$ 15,000

Criteria Evaluated Complete Project by December 31, 2022

Relocate consumer products manufacturing business to the Project by July 1, 2023, and continue to operate for remaining term

Ensure all activity on the Site conforms to applicable building codes, zoning ordinances and all other state, federal, or local laws, ordinances and regulations

Do not fail to render for taxation any business personal property owned by Owner and located within the City of Arlington

Do not allow ad valorem taxes to become delinquent on any property located within the City of Arlington

Use diligent efforts to purchase goods and services from Arlington businesses; develop policy with MWBE goal of 30% and provide reporting of efforts to achieve such goal

Incentives Allowed

\$15,000, one-time grant after the Owner obtains the final certificate of occupancy for the Project

Staff Report



CamCal, LLC - Chapter 380 Grant Agreement	
City Council Meeting Date: 09-07-2021	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the City Manager or his designee to execute a Chapter 380 Grant Agreement between the City of Arlington and CamCal, LLC.

PRIOR BOARD OR COUNCIL ACTION

On April 27, 2021, the Economic Development Committee was briefed on this request.

On August 24, 2021, the Economic Development Committee was briefed on this request.

ANALYSIS

CamCal, LLC, better known as Innovative Beauty Products, is a family-owned business incorporated in the state of Texas in 2004. Throughout the years, they sustained steady growth while moving from one rental warehouse to another due to the need for larger warehouse space. Last year in 2020, the decision was made to build their own warehouse and they chose Arlington, the place they started the business for this opportunity.

The company plans to build a new 29,000 square-foot facility in the Great Southwest Industrial District located at 251 Osler Drive. The new building will provide the space needed to expand production, purchase more up-to-date equipment, hire more employees, be more consistent and improve inventory control by purchasing and warehousing more raw goods to make the finished products. It will also allow for better aesthetics, landscaping and maintenance on the perimeter of the building. The new facility will be a high-quality development on an empty lot that should have a positive impact on the neighborhood.

Anticipated capital investment for the project is approximately \$3 million and they will look to create approximately 18 new jobs and retain 13 positions. The project is anticipated to be completed by December 31, 2022 when the reimbursement grant will be issued for development related fees paid within 30 days upon obtaining a certificate of occupancy.

FINANCIAL IMPACT

Per the terms of the agreement, CamCal will be reimbursed an amount of \$15,000 for fees paid associated with the project. The funding source for the grant will be the Innovation Venture Capital Fund.

ADDITIONAL INFORMATION

Attached:

Resolution with agreement attached

Under separate cover:

None

Available in the City Secretary's Office:

None

STAFF CONTACT(S)

Bruce Payne

Marcus Young

Economic Development Director

Economic Development Specialist

817-459-6114

817-459-6117

Bruce.Payne@arlingtontx.gov

Marcus.Young@arlingtontx.gov

Resolution No. 21-220

A resolution authorizing the execution of a Chapter 380 Grant Agreement by and between CamCal, LLC and the City of Arlington, Texas relative to the relocation of a consumer products manufacturing business

WHEREAS, The CITY has found that providing a program of incentives to OWNER in exchange for OWNER's relocation of its consumer products manufacturing business to a new 29,000 square foot industrial building at 251 Osler Drive will promote local economic development and stimulate business and commercial activity and retain jobs within the City of Arlington (hereafter referred to as the "Incentive Program"); and

WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the Incentive Program provided herein; and

WHEREAS, CITY has determined that the Incentive Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain controls likely to ensure that the public purpose is accomplished; and

WHEREAS, the Arlington City Council has elected to participate in economic development incentives in accordance with V.T.C.A. Local Government Code, Chapter 380, and has adopted policy statements, guidelines, criteria and procedures for evaluating and considering applications and agreements for such incentives; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is authorized to execute a Chapter 380 Grant Agreement with OWNER to provide certain economic incentives associated with the relocation of its consumer products manufacturing business to a new 29,000 square foot industrial building at 251 Osler Drive.

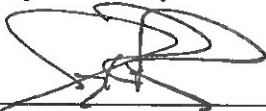
III.

In authorizing the execution of and in executing the referenced agreement, the City of Arlington, Texas, through its City Council and City officials, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

IV.

A substantial copy of the Chapter 380 Grant Agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the 7th day of September, 2021, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



JIM R. ROSS, Mayor

ATTEST:



ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 

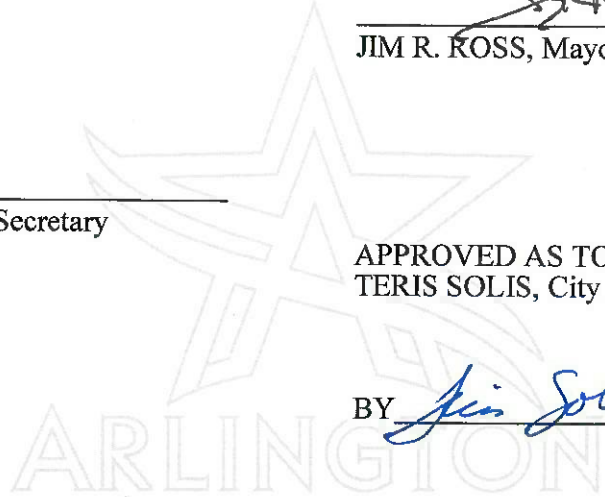


Exhibit "A"



THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Chapter 380 Grant Agreement

THIS Chapter 380 Grant Agreement (hereafter referred to as “Agreement”) is executed on _____, 2021, by and between CAMCAL, LLC, an entity duly authorized to do business in the State of Texas, acting by and through its authorized officer (hereafter referred to as “OWNER”) and the CITY OF ARLINGTON, a Texas home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee (hereafter referred to as “CITY”). OWNER and CITY may be referred to jointly herein as the “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, The CITY has found that providing a program of incentives to OWNER in exchange for OWNER’s relocation of its consumer products manufacturing business to a new 29,000 square foot industrial building at 251 Osler Drive will promote local economic development and stimulate business and commercial activity and retain jobs within the City of Arlington (hereafter referred to as the “Incentive Program”); and

WHEREAS, The CITY has determined that the Incentive Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in establishment and administration of the Program contain controls likely to ensure that the public purpose is accomplished; and

WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the Incentive Program provided herein; and

WHEREAS, the City Council of the City of Arlington, Texas (the “CITY”) has adopted resolution No. 21-____, on _____, 2021 authorizing the CITY to enter into this Agreement; NOW THEREFORE,

The CITY and OWNER, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant, and contract as set forth below:

I.
Definitions

A. “Grant” is defined as the payment from the CITY to OWNER specified in Section IV.

- B. "Project" is defined as construction of a new industrial building on the Site containing a minimum of 29,000 square feet, depicted in **Exhibit "B"** attached hereto and incorporated herein for all purposes.
- C. "Site" is defined as the real property located at 251 Osler Drive, Arlington, TX 76010, depicted in **Exhibit "A"** attached hereto and incorporated herein for all purposes.

II.
Term

This Agreement shall commence as of the date of execution and shall expire on December 31, 2023 (the "Term"), unless otherwise sooner terminated in accordance with the terms of this Agreement.

III.
Improvement Conditions and Requirements

- A. OWNER shall complete the Project by no later than December 31, 2022. Completion shall be evidenced by a final certificate of occupancy for the Project.
- B. OWNER shall relocate its consumer products manufacturing business to the Project by no later than July 1, 2023 and shall continue to operate its consumer products manufacturing business at the Project for the remaining Term of this Agreement.
- C. Throughout the Term all activity on the Site shall conform to the applicable building codes, zoning ordinances, and all other state, federal, or local laws, ordinances, and regulations. OWNER shall apply for and obtain all necessary governmental permits and approvals for all construction and operations at the Site.
- D. Throughout the Term OWNER shall not fail to render for taxation any property owned by OWNER and located within the City of Arlington.
- E. Throughout the Term OWNER shall not allow the ad valorem taxes owed to the City of Arlington on any property owned by OWNER and located within the City of Arlington to become delinquent beyond the last day they can be paid without assessment of penalty, as such date is generally extended to allow for any appeal.
- F. During design and construction of the Project OWNER agrees to use diligent efforts and to cause its contractors and subcontractors to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, terms, quality, and price. OWNER also agrees to develop a policy that establishes a goal of thirty percent (30%) use by OWNER of qualified contractors, subcontractors, and suppliers where at least

fifty-one percent (51%) of the ownership of such contractors, subcontractors, or suppliers is vested in racial or ethnic minorities or women for design and construction of the Project, which such policy shall contain reasonable exclusions. OWNER shall provide the CITY with a report documenting its efforts towards achieving such goal upon completion of the Project.

IV.

Incentive Program

- A. In exchange for OWNER's completion of the Project and relocation of its consumer products manufacturing business, CITY agrees to provide the following incentive program:

Chapter 380 Grant. CITY agrees to provide a grant, in the amount Fifteen Thousand 00/100 Dollars (\$15,000.00) to be paid by CITY to OWNER within thirty (30) days of OWNER submitting written evidence to CITY that OWNER has obtained a final certificate of occupancy for the Project.

V.

Records, Audits and Inspections

- A. Additional Records and Information - Throughout the Term of this Agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support the Improvement Conditions and Requirements set forth in Section III of this Agreement.
- B. Right to Audit Books and Records - CITY shall have the right to audit the books and records of OWNER related to the Improvement Conditions and Requirements. CITY shall notify OWNER in advance in writing of their intent to audit to allow OWNER adequate time to make such books and records available.
- C. Inspection - At all times throughout the Term of this Agreement, CITY shall have reasonable access to the Site for the purpose of inspecting the Site to ensure that the improvements are constructed, installed, maintained, and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not unreasonably interfere with the operation of the Site. The inspections shall be conducted within a reasonable time period after notice by CITY.

VI.

Use of Premises

The Site at all times shall be used in a manner that is consistent with CITY's Unified Development Code and all other applicable federal, state, and local laws.

VII.
Breach and Recapture

- A. **Breach** - A breach of this Agreement by OWNER may result in termination or modification of this Agreement and recapture by CITY of the Grant made. OWNER's failure to satisfy any of the Conditions and Requirements as specified in Section III above shall constitute a breach of this Agreement.
- B. **Notice of Breach** - In the event that CITY makes a reasonable determination that OWNER has breached this Agreement, then CITY shall give OWNER written notice of such. OWNER has sixty (60) days following receipt of said written notice to cure such breach, or this Agreement may be terminated by CITY, and recapture of the Grant made may occur. Notice of breach and opportunity to cure shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section X of this Agreement.
- C. **Recapture** - During the Term of this Agreement, should OWNER commit and fail to timely cure a breach of this Agreement, CITY may terminate this Agreement and recapture the Grant made under this Agreement. It shall be the duty of CITY to determine whether to require recapture and to demand payment of such. Repayment of the Grant shall become due 60 days following receipt of such demand. The rights of CITY to require recapture and demand repayment of the Grant made, and the obligation of OWNER to pay such, shall survive termination of this Agreement. The City Attorney for the CITY has the authority, on behalf of the CITY, to initiate any litigation necessary to pursue payment of recaptured Grant pursuant to this Agreement.

VIII.
Undocumented Workers

OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.D. Section 132a(f), OWNER shall repay to the CITY the full amount of the Grant provided under Section IV of this Agreement, plus 10% per annum from the date such Grant was made. Repayment shall be paid within 120 days after the date following such conviction that OWNER receives notice of violation from the CITY as provided by 2264.101(c) of the Texas Government Code.

IX.
Effect of Sale or Lease of Property

The incentive program authorized by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the Site or Project.

X.
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 designates in writing, by certified mail postage prepaid or by hand delivery:

OWNER: CamCal, LLC
 Lena Campbell
 6912 Reverchon Court
 Colleyville, TX 76034

CITY: City of Arlington
 Attention: City Manager's Office
 Post Office Box 90231
 Arlington, Texas 76004-3231

cc: City of Arlington
 Attention: City Attorney's Office
 Post Office Box 90231
 Arlington, Texas 76004-3231

XI.
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.

XII.
Estoppel Certificate

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the grant payments in effect, and such other matters reasonably requested by the party(ies) to receive the certificates.

XIII.
Owner's 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 actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

XIV.
Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

XV.
Indemnification

OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY OWNER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF OWNER, ITS OFFICERS, AGENTS, ASSOCIATES, OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH OWNER AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

XVI.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which

are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

XVII.
No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by the parties.

XVIII.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XIV.
Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

CAMCAL, LLC

BY _____

Name _____

Title _____

WITNESS:

CITY OF ARLINGTON

BY _____

Name _____

Title _____

ATTEST:

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

Exhibit "A"

SITE 251 Osler Drive.

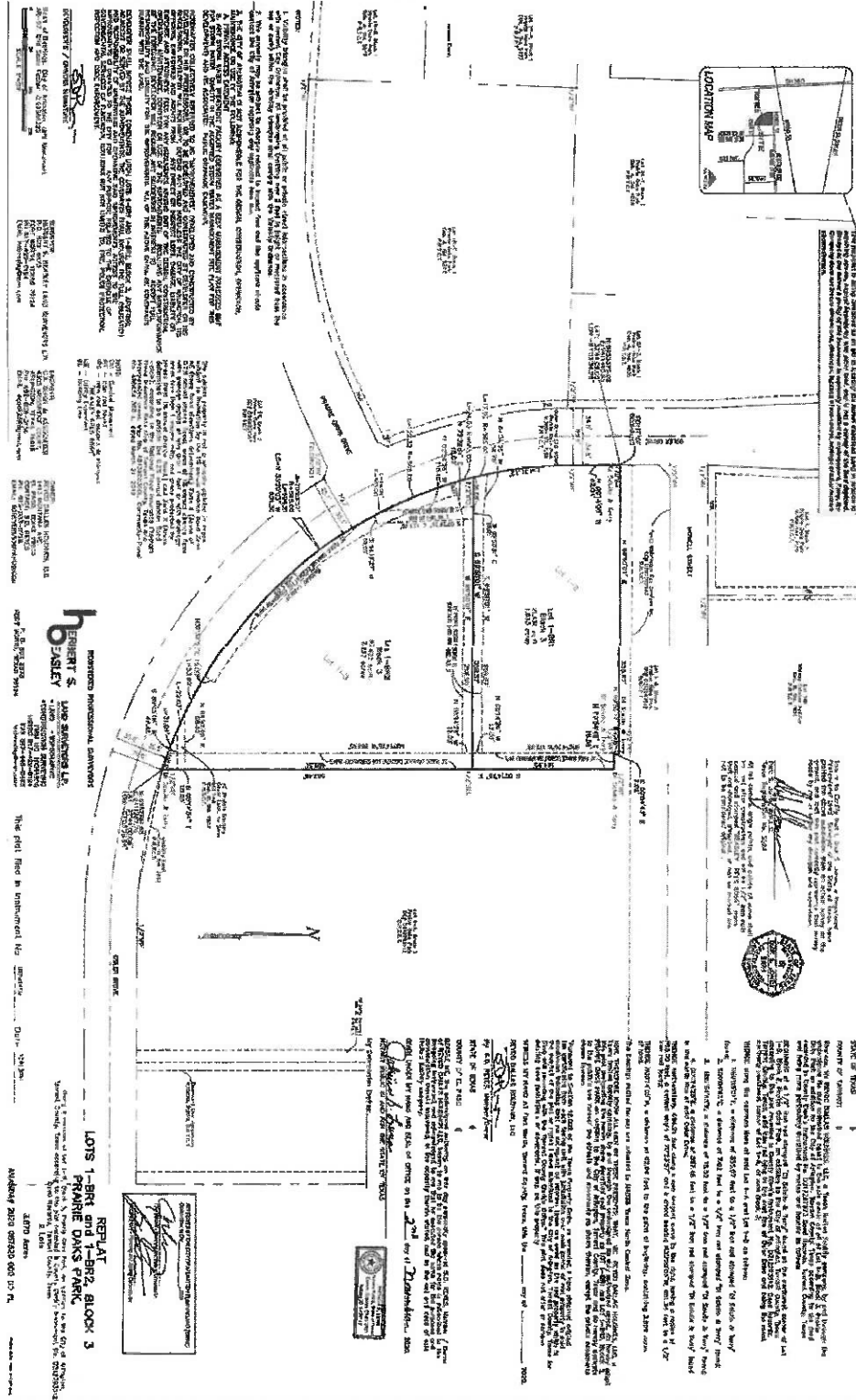


EXHIBIT "B"

PROJECT



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are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

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Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.


CAMCAL, LLC

BY Lena Campbell
Name Lena Campbell
Title Owner


WITNESS:

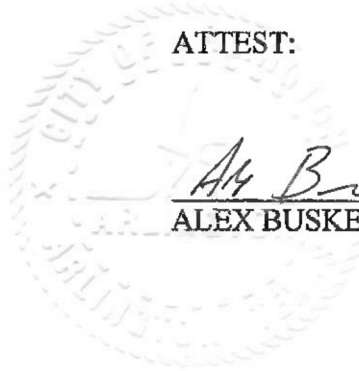
Shekinah Johnson

CITY OF ARLINGTON

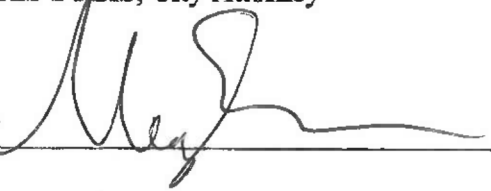
BY 
Name _____
Title DCV

ATTEST:


ALEX BUSKEN, City Secretary



**APPROVED AS TO FORM:
TERIS SOLIS, City Attorney**

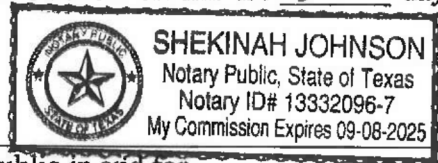
BY 

THE STATE OF TEXAS §
§
COUNTY OF _____ §

CAMCAL, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Leid Campbell known to me (or proved to me on the oath of _____ or through DRIVERS LICENSE (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of CAMCAL, LLC, an entity duly authorized to do business in the State of Texas, and as the _____ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22 day of October, 2021.



Notary Public in and for
The State of Texas

Shekinah Johnson
Notary's Printed Name

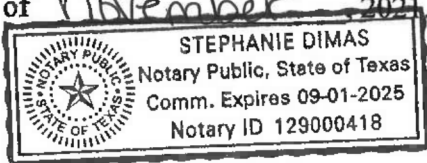
Oct. 22, 2021
My Commission Expires

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JIM PARAJON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the CITY OF ARLINGTON, TEXAS, a municipal corporation of Tarrant County, Texas, and as the Deputy City Manager thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of November, 2021.



My Commission Expires

Stephanie Dimas
Notary Public in and for
The State of Texas
Stephanie Dimas
Notary's Printed Name

Exhibit "A"

SITE
251 Osler Drive.

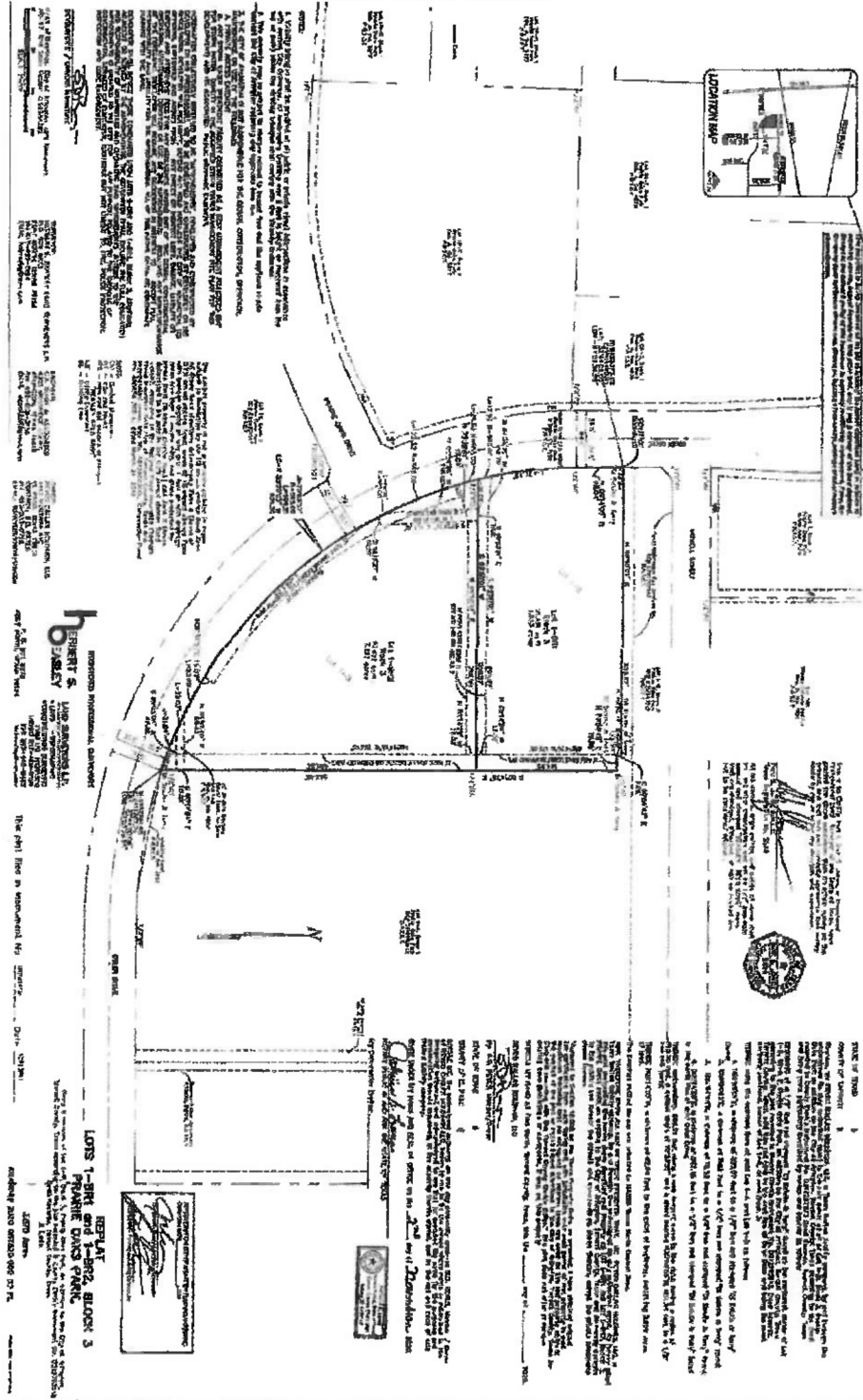


EXHIBIT "B"

PROJECT



Resolution No. 21-220

A resolution authorizing the execution of a Chapter 380 Grant Agreement by and between CamCal, LLC and the City of Arlington, Texas relative to the relocation of a consumer products manufacturing business

WHEREAS, The CITY has found that providing a program of incentives to OWNER in exchange for OWNER's relocation of its consumer products manufacturing business to a new 29,000 square foot industrial building at 251 Osler Drive will promote local economic development and stimulate business and commercial activity and retain jobs within the City of Arlington (hereafter referred to as the "Incentive Program"); and

WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the Incentive Program provided herein; and

WHEREAS, CITY has determined that the Incentive Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain controls likely to ensure that the public purpose is accomplished; and

WHEREAS, the Arlington City Council has elected to participate in economic development incentives in accordance with V.T.C.A. Local Government Code, Chapter 380, and has adopted policy statements, guidelines, criteria and procedures for evaluating and considering applications and agreements for such incentives; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is authorized to execute a Chapter 380 Grant Agreement with OWNER to provide certain economic incentives associated with the relocation of its consumer products manufacturing business to a new 29,000 square foot industrial building at 251 Osler Drive.

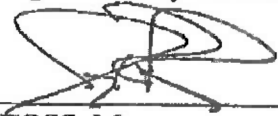
III.

In authorizing the execution of and in executing the referenced agreement, the City of Arlington, Texas, through its City Council and City officials, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

IV.

A substantial copy of the Chapter 380 Grant Agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the 7th day of September, 2021, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



JIM R. ROSS, Mayor

ATTEST:



ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

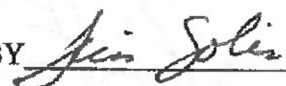
BY 

Exhibit "A"

