

Dolcefino Media

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April 23, 2026

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

ELECTRONIC MAIL

City of Corpus Christi
ATTN: City Auditor, Audit Committee Chairman
1201 Leopard Street
Corpus Christi, Texas 78401

RE: Waste, Fraud, and Abuse Complaint filed by Dolcefino Media concerning
Shoreline Hospitality and TIRZ No. 3

To the Corpus Christi Auditor and Audit Committee Chairman:

Please allow this correspondence to serve as formal complaint against Shoreline Hospitality, LP (“Shoreline”) and TIRZ No. 3 pertaining to waste, fraud, and abuse committed by the two pertaining to the development of a Marriott Residence Inn located at 309/311 S. Shoreline Boulevard, Corpus Christi, Texas 78401.

FACTS AND BACKGROUND

1. Shoreline Hospitality, LP is a limited partnership organized under the laws of the State of Texas. *See Exhibit A.*
2. Shoreline Hospitality, GP is a general partnership organized under the laws of the State of Texas. *See Exhibit B.*
3. Shoreline Hospitality, GP is listed as the managing entity of Shoreline Hospitality, LP. *See Exhibit C.*
4. Shoreline Hospitality, LP owns and manages the property at issue, 309/311 S. Shoreline Boulevard, Corpus Christi, Texas 78401. *See Exhibit D.*
5. Tax Increment Reinvestment Zone No. 3 is the governmental entity responsible for the downtown area of Corpus Christi, Texas that encompasses the property at issue.
6. On or about November 15, 2016, TIRZ No. 3 approved a Downtown Development Reimbursement Agreement with Shoreline Hospitality, LP. *See Exhibit E.*

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7. TIRZ No. 3 agreed to compensate Shoreline up to \$940,000 as a reimbursement for developing the Residence Inn at issue. This would be achieved through payments constituting 75% of Shoreline's property taxes paid each year after receipt of a Certificate of Occupancy, not to exceed ten years and \$940,000. *Id.*
8. Both Shoreline and TIRZ No. 3 have publicly held the total project cost of the Residence Inn to be \$15.3 million. *See Exhibit F.*
9. Further, Shoreline held out to the Texas Department of Licensing and Regulation that the estimated cost of the Residence Inn would be \$12,000,000. *See Exhibit G.*
10. On or about February 21, 2017, Raju Bhagat, as representative for Shoreline, applied for a building permit in which he stated that the total project cost was actually \$5,560,000. *See Exhibit H.* The fact that these two aforementioned amounts contradict the amount held out by the TIRZ No.3 and Shoreline appears to have been ignored by all supervising authorities.
11. Nevertheless, construction began under the agreement that all work would be completed by December 31, 2018. It was not.
12. On or about November 26, 2018, close to one month before the agreed upon completion date, Shoreline requested an extension to August 31, 2019. *See Exhibit I.*
13. On or about December 4, 2018, less than a month before the agreed upon completion date, the extension was granted. *See Exhibit J.*
14. Eleven days before the first extended completion date, Shoreline requested yet another extension, this time requesting the completion date be November 1, 2019. *See Exhibit K.*
15. Instead, TIRZ No. 3 agreed to extend the completion date to November 30, 2019. *See Exhibit L.*
16. Per inspection logs, it appears that Shoreline did not satisfy this requirement as the final project manager review was not completed until December 31, 2019, one month after the deadline. *See Exhibit M.*

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17. Shoreline received their final Certificate of Occupancy on December 31, 2019. *See* Exhibit N. Per Shoreline’s first request for reimbursement pursuant to the agreement—after completion of the project—TIRZ No. 3 and Shoreline were still holding the project out as costing \$15 million. *Id.*
18. Compensation in the form of reimbursement per the agreement is contingent upon satisfaction of the agreement. Shoreline was required to complete a rooftop amenity. Simply put, they did not. *See* Exhibit O.
19. Shoreline Hospitality, GP was forfeited by the Texas Secretary of State on August 20, 2021, and was not reinstated until May 9, 2022, all occurring during the active agreement. *See* Exhibit P.

VIOLATIONS

Taking the background and facts previously mentioned into consideration, it appears that Shoreline, including its members and partnerships, may have fraudulently induced TIRZ No. 3 and by proxy the City of Corpus Christi, Texas into undue compensation via reimbursement payments.

First, if it is determined that “any representation or warranty on behalf of Developer contained in [the] Agreement or in any financial statement, certificate, report, or opinion submitted to the TIRZ #3 in connection with [the] Agreement was Incorrect [sic] or misleading in any material respect,” then the Agreement is defaulted. *See* § 11(b) Downtown Development Reimbursement Agreement, Exhibit E. Shoreline has represented to the TIRZ No. 3 that the total project cost was equivalent to \$15.3 million, yet when applying for a building permit, represented to the City of Corpus Christi Development Services that the total project cost is equivalent to \$5,560,000.00. *See* Exhibit H. Moreover, Shoreline represented to a State regulatory entity, the Texas Department of Licensing and Regulation, that the cost of the project is equivalent to \$12,000,000. *See* Exhibit G. Even after the project was completed and Shoreline sought reimbursement, the project was still intentionally and knowingly held out as having cost

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\$15 million—a far cry from the purported \$12 million and the even lower \$5.56 million. *See* Exhibit N. All of these actions constitute a default of the agreement.

Second, “Failure of Developer to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, condition or warranties of [the] Agreement... constitute a default of [the] Agreement.” *See* § 11(a) Downtown Development Reimbursement Agreement, Exhibit E. Shoreline, in order to qualify for reimbursement, was required to “construct[] all of the Improvements on the Property on or before December 31, 2018 (the ‘Completion Date’) in accordance with Exhibit A...” *See* § 3(a) Downtown Development Reimbursement Agreement, Exhibit E. The aforementioned “Exhibit A” explicitly describes “aesthetic improvements [that] include a roof-top deck...” *Id.*

These rooftop amenities were never completed. *See* Exhibit O. However, the fault does not lie solely with Shoreline as reimbursement cannot be processed until “Appropriate City Staff has inspected the Improvements and certifies that the Improvements are complete, acceptable, and comport to the terms of [the] Agreement.” *See* § 3(d) Downtown Development Reimbursement Agreement, Exhibit E. Whomever with the City certified the project complete and within the terms of the agreement, did so in complete contradiction to the agreement. Ajit David even went so far as to represent to City Council on April 14, 2026, that his hotel, the Residence Inn, had a completed rooftop amenity, even though he knows this is false. In fact, he was making light of the entire situation by joking with City Council that he would have a concert with rapper Ja Rule on said rooftop. *See* Exhibit Q. Further, Dolcefino Media submitted a Public Information Request seeking “A copy of the contract including all amendments, between TIRZ #3 and Shoreline Hospitality, LP,” and received no amendments in response, leaving Dolcefino Media to presume that no such amendments authorizing the omission of a rooftop amenity exists. *See* Exhibit R. Such constitutes a default of the agreement.

Third, Shoreline Hospitality, GP had their right to operate in the State of Texas forfeited on the date of August 20, 2021, due to failure to pay their required taxes even after notification. *See* Exhibit P. The entity was not reinstated until almost nine months later. *Id.* If a

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GP ceases to exist as GP, the LP is required to reconstitute or wind up its affairs. Essentially, the LP cannot operate without a GP and as the GP was terminated for failure to pay taxes, the LP was legally prohibited from fulfilling the terms of the Downtown Development Reimbursement Agreement. *See* §§ 11.058(b), 153.158(c) Tex. Bus. Orgs. Code. Further, the agreement explicitly states that “Developer warrants and represents to the City [that]...Developer has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed, and has timely paid and will timely pay all assessments, fees, and other governmental charges, including ad valorem taxes, during the term of this Agreement.” *See* § 7(c) Downtown Development Reimbursement Agreement, Exhibit E. Shoreline’s failure to oblige their responsibilities constitutes a default of the agreement.

CONCLUSION

It is for these aforementioned reasons that Dolcefino Media does respectfully request that the Corpus Christi Auditor and the Audit Committee Chairman properly initiate appropriate actions concerning Shoreline Hospitality, LP, TIRZ No. 3, and the agreement between the two. Transparency and impropriety are paramount to the success of public institutions. It is the prayer of Dolcefino Media that the Auditor and Audit Committee Chairman will do what is right and just and assist in retrieving any compensation unduly paid out to entities. It is imperative that these public institutions remember that it is the taxpayer to whom they are beholden, not the corporate entity.

Respectfully,



Wayne Dolcefino
Dolcefino Media

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EXHIBIT LIST

EXHIBIT A – Shoreline Hospitality, LP Certificate of Formation

EXHIBIT B – Shoreline Hospitality, GP Certificate of Formation

EXHIBIT C – Shoreline Hospitality, LP Managing Entity

EXHIBIT D – NCAD Information for 309 S. Shoreline Blvd.

EXHIBIT E – Downtown Development Reimbursement Agreement

EXHIBIT F – Minutes from October 18, 2016 TIRZ No. 3 Meeting

EXHIBIT G – TDLR Project Details Page Regarding Residence Inn

EXHIBIT H - Development Services Building Permit Application

EXHIBIT I – Ajit David First Extension Request

EXHIBIT J – Granting of First Extension Request

EXHIBIT K – Ajit David Second Extension Request

EXHIBIT L – Granting of Second Extension Request

EXHIBIT M – Inspection Logs

EXHIBIT N – Agenda for March 24, 2020 TIRZ No. 3 Meeting

EXHIBIT O – Satellite Image of Residence Inn

EXHIBIT P – Forfeiture and Reinstatement of GP


EXHIBIT Q – Video Excerpt April 14, 2026 City Council, See Thumbdrive/Dropbox Link

EXHIBIT R – Dolcefino Media Public Information Request

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Form 207		Filed in the Office of the Secretary of State of Texas Filing #: 802209020 05/06/2015 Document #: 605350040002 Image Generated Electronically for Web Filing
Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709	Certificate of Formation Limited Partnership	
Filing Fee: \$750		

Article 1 - Entity Name and Type

The filing entity being formed is a limited partnership. The name of the entity is:

SHORELINE HOSPITALITY, LP

The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," "LP," or "Ltd." The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Principal Office

The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:

2602 Hwy 35 North, Rockport, TX, USA 78382

Article 3 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be limited partnership named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Garry Cate

C. The business address of the registered agent and the registered office address is:

Street Address:

2602 Hwy 35 North Rockport TX 78382

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 4 - General Partner Information

The name and address of each general partner are as follows:

General Partner 1: (Business Name) **Shoreline Hospitality GP, Inc.**

Address: **2602 Hwy 35 North Rockport TX, USA 78382**

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Signature of General Partner 1: **Raju Bhagat, President of Shoreline Hospitality GP, Inc., General Partner**

FILING OFFICE COPY

Form 201

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
For-Profit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 802196725 04/16/2015
Document #: 602183530002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a for-profit corporation. The name of the entity is:

SHORELINE HOSPITALITY GP, INC.

The name must contain the word "corporation," "company," "incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Garry Cate

C. The business address of the registered agent and the registered office address is:

Street Address:

2602 Highway 35 North Rockport TX 78382

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Directors

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:

Director 1: **Raju Bhagat**

Address: **11233 IH 37 Corpus Christi TX, USA 78410**

Director 2: **Ajit David**

Address: **6773 S. Padre Island Dr. Corpus Christi TX, USA 78412**

Director 3: **Vilina Bhagat**

Address: **11233 IH 37 Corpus Christi TX, USA 78410**

Article 4 - Authorized Shares

The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below.

Number of Shares	Par Value (must choose and complete either A or B)	Class	Series
100,000	<input checked="" type="checkbox"/> A. has a par value of \$1.00 <input type="checkbox"/> B. without par value.		

If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, and the par value (or statement of no par value), of each class. If shares of a class are to be issued in series, you must provide the designation of each series. The preferences, limitations, and relative rights of each class or series must be stated in space provided for supplemental information.

Article 5 - Purpose

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information**Article 6**

To the fullest extent permitted by Section 8.101 et seq. of the Texas Business Organizations Code (the "Code"), the entity shall, and the governing authority shall authorize the entity to, indemnify any present or former governing person or delegate of the entity who was, is, or is threatened to be made a respondent in a proceeding to the fullest extent permitted by Section 8.102 of the Code if it is determined that

(1) the person:

(A) acted in good faith;

(B) reasonably believed:

(i) in the case of conduct in the person's official capacity, that the person's conduct was in the entity's best interests; and

(ii) in any other case, that the person's conduct was not opposed to the entity's best interests; and

(C) in the case of a criminal proceeding, did not have a reasonable cause to believe the person's conduct was unlawful;

(2) with respect to expenses, the amount of expenses other than a judgment is reasonable; and

(3) indemnification should be paid.

The entity also specifically extends the indemnification provided above to any officer of the entity on the same terms and conditions, regardless of whether such officer may be a member of the governing authority, to the extent provided under Section 8.105 of the Code.

The entity may upon majority vote of the governing authority purchase and maintain insurance or another arrangement on behalf of any such person against any liability asserted against him and incurred by him in any such capacity or rising out of his status as such a person, whether or not the entity would have the power to indemnify him against that liability under this provision.

Any repeal or amendment of this Article by the governing authority of the entity shall be prospective only, and shall not adversely affect any limitation on personal liability or the right of any person to indemnification existing at the time of such repeal or amendment.

Article 7

No governing person of the entity shall be liable to the entity or its owners for monetary damages for an act or omission by the person in the person's capacity as a governing person, except for liability (i) for any breach of the person's duty of loyalty, if any, to the entity or its owners, (ii) for acts or omissions not in good faith that constitute a breach of duty of the person to the entity or involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the person received an improper benefit, regardless of whether the benefit resulted from an action taken within the scope

of the person's duties, or office, (iv) for acts or omissions for which the liability of a person is expressly provided by applicable statute. Any repeal or amendment of this Article by the owners of the entity shall be prospective only and shall not adversely affect any limitation on the personal liability of a person existing at the time of such repeal or amendment. In addition to the circumstances in which a person is not personally liable as set forth in the preceding sentences, a person shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of the person.

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer is set forth below.

Daniel O. Gonzalez 615 N. Upper Broadway, Suite 1100, Corpus Christi, Texas 78401

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Daniel O. Gonzalez

Signature of organizer

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 802209020
Original Date of Filing: May 6, 2015
Formation Date: N/A
Tax ID: 32057165162
Duration: Perpetual
Entity Type: Domestic Limited Partnership (LP)
Entity Status: In existence
FEIN:

Name: SHORELINE HOSPITALITY, LP
Address: 2602 Hwy 35 North
Rockport, TX 78382 USA

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	INITIAL ADDRESS
Last Update May 6, 2015	Name Shoreline Hospitality GP, Inc.		Title General Partner			Address 2602 Hwy 35 North Rockport, TX 78382 USA

Order Return to Search

Instructions:
To place an order for additional information about a filing press the 'Order' button.

- SOSDirect - Business Filings
- Business Copies and Certificates
- Uniform Commercial Code
- Texas Businesses Against Trafficking
- Texas.gov
- VoteTexas.gov - Voter Information
- Register to Vote & Voter I.D.
- Website Policies
- Open Records
- Contact us
- Texas Homeland Security
- Where the Money Goes
- Fraud Reporting
- Texas Veterans Portal



Appraisal values for the 2026 tax year are still preliminary and subject to change prior to certification.

Property Details

Account		
Property ID:	249495	Geographic ID: 3824-0000-0010
Type:	R	Zoning: COMMERCIAL
Property Use:		
Location		
Situs Address:	309 S SHORELINE BLVD CORPUS CHRISTI, TX 78401	
Map ID:	U-10	Mapsco:
Legal Description:	JONES SHORELINE BUSINESS LOTS LOT 1A	
Abstract/Subdivision:	S3824	
Neighborhood:	(COMM) COMMERCIAL PROPERTIES	
Owner		
Owner ID:	450952	
Name:	SHORELINE HOSPITALITY LP	
Agent:		
Mailing Address:	3805 Castle Ridge Dr Corpus Christi, TX 78410-3622	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$12,613,312 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$2,036,688 (+)
Agricultural Market Valuation:	\$0 (+)
Value Method:	D
Market Value:	\$14,650,000 (=)
Agricultural Value Loss:	\$0 (-)
Appraised Value:	\$14,650,000 (=)
HS Cap Loss:	\$0 (-)
Circuit Breaker:	\$0 (-)
Assessed Value:	\$14,650,000
Ag Use Value:	\$0

Appraisal values for the 2026 tax year are still preliminary and subject to change prior to certification. Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: SHORELINE HOSPITALITY LP **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
C03	CITY OF CORPUS CHRISTI	0.599774	\$14,650,000	\$14,650,000	\$87,866.89	

EXHIBIT D

CAD	APPRAISAL DISTRICT	0.000000	\$14,650,000	\$14,650,000	\$0.00	
GNU	NUECES COUNTY	0.286449	\$14,650,000	\$14,650,000	\$41,964.78	
JRC	DEL MAR JR COLLEGE	0.275903	\$14,650,000	\$14,650,000	\$40,419.79	
RFM	FARM TO MKT ROAD	0.003340	\$14,650,000	\$14,650,000	\$489.31	
SE	CORPUS CHRISTI ISD	0.958300	\$14,650,000	\$14,650,000	\$140,390.95	
HOSP	HOSPITAL DISTRICT	0.089495	\$14,650,000	\$14,650,000	\$13,111.02	
TIF3	DOWNTOWN TIF	0.000000	\$14,650,000	\$14,650,000	\$0.00	
DMDI	DOWNTOWN MGT DIST- IMPROVEMENTS	0.050000	\$14,650,000	\$12,613,312	\$6,306.66	
DMDL	DOWNTOWN MGT DIST-LAND	0.400000	\$14,650,000	\$2,036,688	\$8,146.75	

Total Tax Rate: 2.663261

Estimated Taxes With Exemptions: \$338,696.15

Estimated Taxes Without Exemptions: \$390,167.74

Property Improvement - Building

Description: HOTEL FULL SERVICE **Type:** COMMERCIAL **Living Area:** 94614.0 sqft **Value:** \$16,138,690

Type	Description	Class CD	Year Built	SQFT
HOTELFS	HOTEL FULL SERVICE	HTLFSCAVG	2018	22352
HOTELFS	HOTEL FULL SERVICE	HTLFSCAVG	2018	18043
HOTELFS	HOTEL FULL SERVICE	HTLFSCAVG	2018	18043
HOTELFS	HOTEL FULL SERVICE	HTLFSCAVG	2018	18043
HOTELFS	HOTEL FULL SERVICE	HTLFSCAVG	2018	18043
SP	SWIMMING POOL	*	2018	1
STG	STORAGE	STGCAVG	2018	210
RR	RESTROOMS	RRC AVG	2018	90
CONC	CONCRETE PARKING AREA	*	2019	36728

Description: COMMERCIAL-PERSONAL PROPERTY **Type:** COMMERCIAL **Living Area:** 0 sqft **Value:** \$440,000

Type	Description	Class CD	Year Built	SQFT
C-PP	PERSONAL PROPERTY	*	2019	110

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
CL	COMMERCIAL LAND	1.95	84,862.00	0.00	0.00	\$678,896	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2026	\$12,613,312	\$2,036,688	\$0	\$14,650,000	\$0	\$14,650,000
2025	\$12,613,312	\$2,036,688	\$0	\$14,650,000	\$0	\$14,650,000
2024	\$12,213,312	\$2,036,688	\$0	\$14,250,000	\$0	\$14,250,000
2023	\$11,344,733	\$2,036,688	\$0	\$13,381,421	\$0	\$13,381,421
2022	\$8,963,312	\$2,036,688	\$0	\$11,000,000	\$0	\$11,000,000
2021	\$5,895,768	\$2,036,688	\$0	\$7,932,456	\$0	\$7,932,456
2020	\$5,560,000	\$2,036,688	\$0	\$7,596,688	\$0	\$7,596,688
2019	\$1,773,298	\$2,036,688	\$0	\$3,809,986	\$0	\$3,809,986
2018	\$354,660	\$2,036,688	\$0	\$2,391,348	\$0	\$2,391,348

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
6/15/2015	W-D	WARRANTY DEED	BAYFRONT MEDICAL PLAZA LP	SHORELINE HOSPITALITY LP			2015023287
10/27/2003	WDV	W/D & V/LN	TEXAS TELEVISION INC	BAYFRONT MEDICAL PLAZA LP			2003056345/WDV
9/29/1995	GWD	GENERAL WARRANTY DEED	AMERICAN BANK	TEXAS TELEVISION INC	980680	GWD	980680/GWD
12/6/1994	T-D	TRUSTEE DEED	VALLEY MOTOR CO	AMERICAN BANK	940620	T/D	940620/T/D

DOWNTOWN DEVELOPMENT REIMBURSEMENT AGREEMENT

This Downtown Development Reimbursement Agreement (the "Agreement") is entered into between the City of Corpus Christi, Texas (the "City"), as the agent of the Corpus Christi Tax Increment Reinvestment Zone #3 ("TIRZ #3"), and Shoreline Hospitality, LP (the "Developer").

Recitals

WHEREAS on December 16, 2008, the City Council of the City (the "City Council") approved Ordinance 027996, which established the TIRZ #3 in accordance with Texas Tax Code Chapter 311. TIRZ #3 promotes economic development and stimulates business and commercial activity in its downtown Corpus Christi area (the "Zone");

WHEREAS on August 25, 2015, the City Council approved a Project and Financing Plan (the "Plan") for TIRZ #3;

WHEREAS the Board of Directors of TIRZ #3 (the "Board") includes members of the City Council in a non-public-official capacity, as well as a representative from each Nueces County and Del Mar College, who have committed to contribute to TIRZ #3 through Interlocal Agreements created in 2009 and amended in 2012 and 2016;

WHEREAS the Corpus Christi Downtown Management District ("DMD") assists the City with administration of TIRZ #3, recommends projects and recommends a DMD representative to be appointed to the Board through an Interlocal Agreement;

WHEREAS on November 10, 2015, the City Council approved Ordinance 030680, which amended Ordinance 027996 and authorized the Board to approve agreements in this form, to be entered into by the City, as the Board considers necessary or convenient to implement the Plan and achieve its purpose;

WHEREAS the Plan contained certain programs designed to improve conditions and increase commerce within the Zone;

WHEREAS the Developer has proposed a development plan (the "Development") for the certain improvements listed on attached Exhibit A (each, an "Improvement" and, collectively, the "Improvements"). The Improvements are planned to be constructed on the property located at 311 S. Shoreline Blvd., with such property being more fully described on attached Exhibit B (the "Property"). The Property is located within the Zone, and the Improvements fall within one of the programs approved in the Plan;

WHEREAS the Development concept has been refined through cooperation between the Developer, the City and the DMD to meet the desired goals of revitalization within the Zone and serve a public benefit;

WHEREAS any reference to "City" or "City Staff," is entirely in agency capacity for TIRZ #3, and further the City as a home-rule municipal corporation is not a party to this agreement; and

WHEREAS the Developer desires to be reimbursed for certain future costs incurred pursuant to the Development, and TIRZ #3 desires to reimburse the Developer for these costs in accordance with this Agreement;

Agreement

Now therefore, in consideration of the mutual covenants and obligations, the parties agree as follows:

Section 1. Reimbursement Obligations.

The City shall reimburse the Developer from available TIRZ #3 funds in an amount up to the estimated project cost listed next to each Improvement in attached Exhibit C (the "Estimated Project Costs"), except that (a) the total amount of all such reimbursements for the Development may not exceed \$940,000 and (b) if the Developer actually incurs a cost for an Improvement less than that Improvement's Estimated Project Cost, the City shall reimburse the Developer for only the amount of the cost that the Developer actually incurred for that Improvement. Based on qualifications of the Development, the Program reimbursement structure is as follows:

(a) Project Specific Development Agreement:

- (1) Beginning the year after the Developer receives a Certificate of Occupancy ("C of O") for the Improvements from the City's Development Services Department, the City shall reimburse annually 75% of the property taxes paid on the Improvements to the participating taxing entities in TIRZ #3, up to a total cap of \$940,000, for a maximum of ten (10) years. In the event that reimbursement of 75% of the property taxes paid on the Improvements in a given year will cause the total reimbursement to exceed \$940,000, only the amount needed to reach the reimbursement of \$940,000 will be reimbursed.**
- (2) Each such payment shall be made no later than 30 days following the Developer's submittal of a valid Request for Reimbursement.**
- (3) After City has paid to Developer an amount equal to all of the Project Costs up to the maximum amount of \$940,000, City shall have no further obligation to pay any amount to Developer.**
- (4) No interest shall accrue on any amount of unreimbursed Project Costs, and City shall not be obligated to pay Developer any interest whatsoever under this Agreement.**

Section 2. Closing Statement Required.

Within 30 days of closing, and prior to beginning any work, the Developer shall provide to the appropriate City Staff a certified closing or settlement statement (such as a HUD-1) for the mortgage or loan used to finance the Development.

- (a) The City shall maintain the confidentiality of this information to the fullest extent possible under the law. The City and TIRZ #3 are governmental entities subject to the Texas Public Information Act (the "Act"). In the event that the City or TIRZ #3 determines that this information is responsive to a valid request under the Act, the City shall timely request an opinion from the Office of the Attorney General of Texas (the "Attorney General") and argue that the information is confidential and not subject to release under the Act. The City shall timely notify the Developer of any such request and provide the Developer with the opportunity to make arguments to the Attorney General regarding the confidentiality of the information.**
- (b) In the event the loan is less than what had been stated in the application, and as a result the equity requirement shown in the closing statement is lower than the Cap listed in Section 1 of this Agreement, the Cap shall be automatically reduced so that the total amount of TIRZ #3 Reimbursement does not exceed the equity provided by the Developer.**

Section 3. Conditions for Reimbursement.

The City shall reimburse Developer in accordance with Section 1 only if the following conditions are fulfilled:

- (a) The Developer constructs all of the Improvements on the Property on or before December 31, 2018 (the "Completion Date") in accordance with Exhibit A and the City's building codes and policies.
- (b) The City's Development Services Department issues a C of O for the Improvements.
- (c) Within 60 days of the Issuance of C of O, the Developer submits a Request for Reimbursement for actual Project Costs, in the form contained in Exhibit D, including:
 - (i.) C of O;
 - (ii.) specific improvements completed under the Project and the amount of money that Developer paid for completion of such work and that Developer claims as actual Project Costs;
 - (iii.) supporting documents demonstrating that such amounts were actually paid by Developer, including but not limited to Invoices, receipts and final lien waivers signed by the general contractor;
- (d) Appropriate City Staff has inspected the Improvements and certifies that the Improvements are complete, acceptable, and comport to the terms of this Agreement.
- (e) Upon acceptance by City Staff, Request for Reimbursement form is reviewed and approved by the Board.
- (f) If the Developer fails to pay the required taxes on the property or files an appeal to the Nueces County Appraisal District or any state or federal court of the assessed value of Property for ad valorem tax purposes, the City and TIRZ #3 shall be under no obligation to make any payments under this agreement until such time as the appeal is resolved and all taxes are paid in full. Any late fees, fines, or interest assessed as a result of the failure to pay taxes or the appeal process shall not be reimbursed to the Developer under this agreement. Reimbursement is limited to the actual amount of property tax paid on the Improvements.

Section 4. Audit

Developer will also make available for inspection by designated City Staff all financial and business records of Developer that relate to the Project, in order to assist City Staff in verifying the Developer's compliance with the terms and conditions of this Agreement. TIRZ #3 shall have the right to have these records audited.

Section 5. Maintenance of Improvements.

If the Developer constructs the Improvements, the Developer shall maintain the Improvements, premises, and adjacent public right of way in good condition and so as to not contribute to blight in the Zone. The Developer's obligation to maintain the Improvements and public right of way adjacent to the Property, includes without limitation, maintaining the landscaping, sidewalks, aesthetics, and general cleanliness of the premises.

Section 6. Termination.

Unless sooner terminated in accordance with this Section, this Agreement shall survive the expiration of TIRZ #3. If the Developer has not fully complied with Section 2 Conditions for Reimbursement by the Completion Date, this Agreement shall terminate immediately, unless mutually agreed to in writing in accordance with Section 16.

Section 7. Warranties.

Developer warrants and represents to City the following:

- (a) Developer, if a corporation or partnership, is duly organized, validly existing, and in good standing under the laws of the State of Texas, and further has all corporate power and authority to carry on its business as presently conducted in Corpus Christi, Texas.
- (b) Developer has the authority to enter into and perform, and will perform, the terms of this Agreement.
- (c) Developer has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed, and has timely paid and will timely pay all assessments, fees, and other governmental charges, including applicable ad valorem taxes, during the term of this Agreement.
- (d) If an audit determines that the request for funds was defective under the law or the terms of this Agreement, Developer agrees to reimburse the City for the sums of money not authorized by law or this Agreement within 30 days of written notice from the City requesting reimbursement.
- (e) The parties executing this Agreement on behalf of Developer are duly authorized to execute this Agreement on behalf of Developer.
- (f) Developer does not and agrees that it will not knowingly employ an undocumented worker. If, after receiving payments under this Agreement, Developer is convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the payments at the rate and according to the terms as specified by City Ordinance, as amended, not later than the 120th day after the date Developer has been notified of the violation.

Section 8. Force Majeure.

If the City or Developer are prevented, wholly or in part, from fulfilling its obligations under this Agreement by reason of any act of God, unavoidable accident, acts of enemies, fires, floods, governmental restraint or regulation, other causes of force majeure, or by reason of circumstances beyond its control, then the obligations of the City or Developer are temporarily suspended during continuation of the force majeure. If either party's obligation is affected by any of the causes of force majeure, the party affected shall promptly notify the other party in writing, giving full particulars of the force majeure as soon as possible after the occurrence of the cause or causes relied upon.

Section 9. Assignment.

Developer may not assign all or any part of its rights, privileges, or duties under this Agreement without the prior written approval of the Board. Any attempted assignment without such approval is void, and constitutes a breach of this Agreement. Assignment can only be requested for multi-year reimbursements, after completion of obligations by Developer.

Section 10. indemnity.

Developer covenants to fully indemnify, save, and hold harmless the TIRZ #3, the City, their respective officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims, demands, and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with Developer activities conducted under or incidental to this Agreement, including any injury, loss or damage caused by the sole or contributory negligence of any or all of the Indemnitees. Developer must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based on those claims and demands with counsel satisfactory to Indemnitees, and pay all charges of attorneys and all other cost and expenses of any kind arising from the liability, damage, loss, claims, demands, or actions.

Section 11. Events of Default.

The following events constitute a default of this Agreement:

- (a) Failure of Developer to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, conditions, or warranties of this Agreement.
- (b) TIRZ #3, the Board or City Staff determines that any representation or warranty on behalf of Developer contained in this Agreement or in any financial statement, certificate, report, or opinion submitted to the TIRZ #3 in connection with this Agreement was incorrect or misleading in any material respect when made.
- (c) Developer makes an assignment for the benefit of creditors.
- (d) Developer files a petition in bankruptcy, or is adjudicated insolvent or bankrupt.

Section 12. Notice of Default.

Should the City determine that Developer is in default according to the terms of this Agreement, the City shall notify Developer in writing of the event of default and provide 60 days from the date of the notice ("Cure Period") for Developer to cure the event of default. Such Cure Period may be extended, by agreement of the City and the Developer, if the event of default requires a longer period to cure and Developer is diligently proceeding with such cure.

Section 13. Results of Uncured Default.

After exhausting good faith attempts to address any default during the cure Period, and taking into account any extenuating circumstances that might have occurred through no fault of Developer, as determined by the City, the following actions must be taken for any default that remains uncured after the Cure Period.

- (a) Developer shall immediately repay all funds paid from TIRZ #3 funds under this Agreement.
- (b) Developer shall pay reasonable attorney fees and costs of court.
- (c) The City and TIRZ #3 shall have no further obligations to Developer under this Agreement.
- (d) Neither the City nor the TIRZ #3 may be held liable for any consequential damages.
- (e) The City may pursue all remedies available under law.

Section 14. No Waiver.

- (a) No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of the Agreement.
- (b) No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement.
- (c) Any waiver or indulgence of Developer's default may not be considered an estoppel against the City or TIRZ #3.
- (d) It is expressly understood that if at any time Developer is in default in any of its conditions or covenants of this Agreement, the failure on the part of the City to promptly avail itself of the rights and remedies that the City may have, will not be considered a waiver on the part of the City, but City may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

Section 15. Available Funds.

Developer specifically agrees that City and the TIRZ #3 shall only be liable to Developer for the actual amount of the money due Developer under this Agreement from TIRZ #3 funds, and shall not be liable to Developer for any actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any act of default by City or the TIRZ #3 under the terms of this Agreement. Payment by City is strictly limited to the total amount of increment funds for TIRZ #3. City shall use its best efforts to anticipate economic conditions and to budget accordingly. However, it is further understood and agreed that, should the actual tax increment funds be less than the total amount paid to all contracting parties at the time, then in that event, all contracting parties shall receive only their pro rata share of the available increment funds for that year, as compared to each contracting parties' grant amount for that year, and City and the TIRZ #3 shall not be liable to for any deficiency at that time or at any time in the future. In this event, City will provide all supporting documentation, as requested. Reimbursements paid to Developer shall require a written request from Developer accompanied by all necessary supporting documentation, as outlined in Section 2.

Section 16. Notices.

Any required written notices shall be sent by certified mail, postage prepaid, addressed as follows:

Developer:

Shoreline Hospitality, LP
Attn: Ajit David
3805 Castle Ridge
Corpus Christi, TX 78410

City and TIRZ #3:

City of Corpus Christi
Attn.: City Manager's Office
Tax Increment Reinvestment Zone #3
P.O. Box 9277
Corpus Christi, Texas 78469-9277

Notice is effective upon deposit in the United States mail in the manner provided above.

Section 17. Amendments or Modifications.

No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

Section 18. Captions.

The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

Section 19. Severability.

If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement be given full force and effect for its purpose.

To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

Section 20. Venue.

Venue for any legal action related to this Agreement is in Nueces County, Texas.

Section 21. Sole Agreement.

This Agreement constitutes the sole agreement between City and Developer. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

APPROVED AS TO FORM: ____ day of _____, 2016.

Assistant City Attorney
For City Attorney

City of Corpus Christi on behalf of Tax Increment Reinvestment Zone #3

By: _____
Margie C. Rose
City Manager

Date: _____

Attest:

By: _____
Rebecca Huerta
City Secretary

Developer

Shoreline Hospitality, LP

By: Shoreline Hospitality GP, Inc.
Its General Partner

By: _____
Rajiv Bhat
President/Chief Executive Officer

Date: _____

Exhibit A – Project Description

Exhibit B – Property Description

Exhibit C – Estimated Project Costs

Exhibit D – TIRZ #3 Reimbursement Request Form

Exhibit A – Project Description

The proposed Marriott Residence Inn Hotel will be a 5-story, 101-room all suite waterfront hotel, directly across the Bayshore Park. The hotel will be constructed out of steel & concrete, to increase longevity of the structure. All aspects of the hotel (interior & exterior) will be custom designed to include a fresh contemporary decor. The hotel will include a full-service bar and extended F&B options.

The exterior will include pedestrian walkability features, including a structured trellis and shade trees along Shoreline Boulevard, and shade trees along Water Street. The parking lot will have stone pavers that identify the connectivity to walkways. Pedestrian pathways will clearly lead guests from the building to sidewalks. **Additional aesthetic improvements include a roof-top deck and a glass or similar modern canopy entrance.**



Exhibit B – Property Description

[See Attached Exhibit B-1]

EXHIBIT B-1

TRACT I:

Fieldnotes for a 0.669 acre tract of land, being a portion of an unrecorded Lot 1, Block 3, South Water Beach, conveyed by Texas Television, Inc., as shown in Warranty Deed recorded in Document No. 980993, Official Public Records of Nueces County, Texas; a portion of Share 7, Tract B, W.S. Harney Tract, a map of which is recorded in Volume 4, Page 34, Map Records of Nueces County, Texas; and that certain portion of lands reclaimed by the Bay Front Protection Work, a map of which is recorded in Volume 9, Pages 38-41, Map Records of Nueces County, Texas, said tract being more fully described by metes and bounds as follows:

Beginning at a point (no monumentation found or set) on the west boundary of Shoreline Boulevard, a public roadway, for the northeast corner of Lot 11, Jones Shoreline Business Lots, a map of which is recorded in Volume 14, Page 35, Map Records of Nueces County, Texas, same being the southeast corner of this tract;

Thence South $84^{\circ}17'20''$ West, along the north boundary of said Lot 11, same being the south boundary of this tract, a distance of 208.76 feet (no monumentation found or set) to the east boundary of South Water Street, a public roadway, and for the northeast corner of said Lot 11 and of this tract;

Thence North $10^{\circ}56'40''$ East, along the east boundary of said South Water Street, same being the west boundary of this tract, a distance of 81.35 feet (record = 71.30 feet) no monumentation found or set) for a corner of this tract, from which a found drill hole bears North $50^{\circ}10'41''$ East, a distance of 0.43 feet for a corner of this tract;

Thence North $16^{\circ}19'20''$ East, continuing along the east boundary of said South Water Street, a distance of 83.13 feet to a 5/8 inch iron rod with red plastic cap stamped "Urban Engr. C.C. TX" for the southwest corner of Lot 2, Block 3, South Water Beach, as recorded in Document No. 2002050177, Official Public Records of Nueces County, Texas, same being the northwest corner of Lot 1, Block 3, South Water Beach, as recorded in Document No. 980993, Deed Records of Nueces County, Texas; and for the northwest corner of this tract;

Thence South $73^{\circ}43'05''$ East, along the south boundary of said Lot 2, Block 3, same being the north boundary of said Lot 1, Block 3, same being the north boundary of this tract, a distance of 100.31 feet to a 5/8 inch iron rod with red plastic cap stamped "Urban Engr. C.C. TX" set for the southeast corner of said Lot 2, Block 3, same being a corner of said Lot 1, Block 3 and for a corner of this tract;

Thence North $16^{\circ}14'08''$ East, along east boundary of said Lot 2, Block 3, same being the north boundary of said Lot 1, Block 3, same being the north boundary of this tract, a distance of 25.01 feet (no monumentation found or set) for the southwest corner of Lot 2, Block 3, South Water Beach, as recorded in Volume 255, Page 203, Deed Records of Nueces County, Texas, same being a corner of said Lot 1, Block 3 and for a corner of this tract;

Thence North $89^{\circ}17'05''$ East, along the south boundary of said Lot 2, Block 3, same being the north boundary of said Lot 1, Block 3, and the north boundary of this tract, a distance of 104.97 feet to a 5/8 inch iron rod with red plastic cap stamped "Urban Engr. C.C. TX" set on the west boundary of said Shoreline Boulevard, and for the southeast corner of said Lot 2, Block 3, same being the northeast corner of said Lot 1, Block 3 and for the northeast corner of this tract;

Thence South 16°19'20" West, along the west boundary of said Shoreline Boulevard, same being the east boundary of this tract, a distance of 136.33 feet to a 5/8 inch iron rod found for a corner of this tract;

Thence South 10°56'40" West, along the west boundary of said Shoreline Boulevard, same being the east boundary of this tract, a distance of 5.340 feet to the Point of Beginning and containing 0.669 acres (29149.63 square feet) of land.

Bearings based on the recorded plat of Jones Shoreline Business Lots, a map of which is recorded in Volume 14, Page 35, Map Records of Nueces County, Texas.

TRACT II:

Fieldnotes for a 1.282 acre tract of land, being all of Lots 1 through 11, Jones Shoreline Business Lots, a map or which is recorded in Volume 14, Page 35, Map Records of Nueces County, Texas, said tract being more fully described by and metes and bound as follows:

Beginning at a 5/8 inch iron rod found at the intersection of the west boundary of Shoreline Boulevard, a public roadway, and the north boundary of Born Street, a public roadway, for the southeast corner of said Lot 1, Jones Shoreline Business Lots, and for the southeast corner of this tract;

Thence, South 84°34'30" West, along the north boundary of said Born Street, same being the south boundary of said Lot 1 and of this tract, a distance of 208.45 feet (no monumentation found or set) to the east boundary of South Water Street, a public roadway, and for the southwest corner of said Lot 1 and of this tract, from which a found drill hole bears North 87°11'45" West, a distance of 0.94 feet;

Thence, North 10°56'40" East, along the east boundary of said South Water Street, same being the west boundary of said Jones Shoreline Business Lots, same being the west boundary of this tract, a distance of 278.61 feet for the northwest corner of said Lot 11 and of this tract;

Thence, North 84°17'20" East, along the north boundary of said Lot 11, same being the north boundary of this tract, a distance of 208.76 feet (no monumentation found or set) to a point on the west boundary of said Shoreline Boulevard, same being the northeast corner of said Lot 11 and of this tract;

Thence, South 10°56'40" West, along the west boundary of said Shoreline Boulevard, same being the east boundary of said Jones Shoreline Business Lots, same being the east boundary of this tract, a distance of 279.69 feet to the POINT OF BEGINNING and containing 1.282 acres (55,831.07 square feet) of land.

Bearings based on the recorded plat of Jones Shoreline Business Lots, a map of which is recorded in Volume 14, Page 35, Map Records of Nueces County, Texas.

Exhibit C – Project Costs

Improvement	Estimated Cost	Qualifying Category
1) Steel & Concrete Structure	\$4,000,000.00	Code Compliance & Urban Design / Landscaping
2) Trees	\$90,000.00	Urban Design / Landscaping
3) Trellis	\$75,000.00	Urban Design / Landscaping
4) Pavers	\$175,000.00	Urban Design / Landscaping
4) Entrance Canopy	\$157,000.00	Urban Design / Landscaping
5) Roof-Top Amenity	\$90,000.00	Urban Design/ Landscaping
Total Possible Reimbursement:	\$4,587,000.00	

***Total Possible Reimbursement identifies the Project Costs that make the Development eligible under the Incentive Guidelines. The Actual Reimbursement is identified in Section 1 of the Agreement.**



Corpus Christi

1201 Leopard Street
Corpus Christi, TX 78401
cctexas.com

Meeting Minutes

Reinvestment Zone No. 3

Tuesday, October 18, 2016

9:30 AM

City Council Chambers

A. Chairperson Carolyn Vaughn to call the meeting to order.

Chairperson Carolyn Vaughn called the meeting to order at 9:34 a.m.

B. City Secretary Rebecca Huerta to call roll of the Corporation Directors.

Secretary Rebecca Huerta called the roll and verified that a quorum of the board was present to conduct the meeting.

Board Members Colleen McIntyre arrived at 9:42 a.m. and Chad Magill arrived at 9:50 a.m.

Board Member Nelda Martinez left at 9:52 a.m.

Present 10 - Board Member Nelda Martinez, Board Member Chad Magill, Board Member Colleen McIntyre, Board Member Rudy Garza, Chair Carolyn Vaughn, Vice Chair Mike Pusley, Board Member Claudia Jackson, Board Member Stefany Schade, Board Member Brian Rosas, and Board Member Michael Hunter

Absent 2 - Board Member Mark Scott, and Board Member Lucy Rubio

C. PUBLIC COMMENT:

There were no comments from the public.

D. MINUTES:

1. [16-1260](#) Approval of the Minutes of the September 27, 2016 meeting.

Chairperson Vaughn referred to approval of the minutes.

Board Member Martinez made a motion to approve the minutes, seconded by Board Member Garza and passed unanimously (Board Members Magill, McIntyre, Rubio and Scott - absent).

E. FINANCIAL REPORT:

2. [16-1254](#) Financial Report as of September 30, 2016

Chairperson Vaughn referred to Item 2.

Constance Sanchez, Director of Finance, stated the financial report covered the 12 months ended September 30, 2016; total assets and the fund balance were \$3,162,921; total revenues were \$913,038 with an expenditure of \$1,250

and a transfer out of \$2,436, for a total fund balance of \$3,162,921.

F. EXECUTIVE SESSION ITEMS: (ITEMS 3-4)

Chairperson Vaughn referred to Items 3 and 4. The Board went into executive session at 9:36 a.m. and returned at 9:55 a.m.

3. [16-1259](#)

Executive session pursuant to Texas Government Code § 551.071 and Texas Disciplinary Rules of Professional Conduct Rule 1.05 to consult with attorneys concerning legal issues related to economic development agreement(s) involving potential TIRZ #3 Reimbursement Agreement with Wisznia Architecture + Development and other potential owners and/or developers of 600 Leopard Street and pursuant to Texas Government Code § 551.087 to discuss or deliberate regarding commercial or financial information relating to some or all of the aforementioned matter(s) or entities with that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations and/or financial or other incentives involving said business prospect.

This E-Session was discussed in executive session.

4. [16-1169](#)

Executive session pursuant to Texas Government Code § 551.071 and Texas Disciplinary Rules of Professional Conduct Rule 1.05 to consult with attorneys concerning legal issues related to economic development agreement(s) involving entities desiring to engage in commercial development on a portion of South Shoreline Boulevard in the downtown area and pursuant to Texas Government Code § 551.087 to discuss or deliberate regarding commercial or financial information relating to some or all of the aforementioned matter(s) or entities that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations and/or financial or other incentives involving said business prospect.

Board Member Magill made a motion directing City Staff, as an agent of TIRZ #3, to prepare a Downtown Development Reimbursement Agreement with Shoreline Hospitality, LP, for improvements to the property located at 311 S. Shoreline for a total incentive amount not to exceed \$940,000 under the Project-Specific Development Agreement program, the incentive being contingent on execution of an agreement and approval of the agreement by the Board, seconded by Board Member Schade and passed unanimously (Board Members Rubio and Scott - absent).

Business Liaison, City Manager's Office, Alyssa Barrera, stated this item is an incentive package for a Marriott Residence Inn Hotel located across the street from Bayshore Park on South Shoreline Boulevard. Business Liaison Barrera further explained the 101-room hotel project would be constructed of steel and concrete and include pedestrian improvements, full service bar and rooftop patio. There were no questions.

Business Liaison Barrera introduced Ajit David, co-owner of Shoreline Hospitality LP. Mr. David stated the 101-room hotel project is currently

finalizing all architectural drawings and hopes to break ground by the end of the year. Mr. David further explained the project would be a five story steel and concrete building, with upgrades at a total estimated cost of \$15.3 million. There were no questions.

G. AGENDA ITEMS: (ITEM 5)

5. 16-1261

Approval of TIRZ #3 Reimbursement for Urbana Market Deli.

Motion approving the reimbursement request from Christian Bernard under his Downtown Development Reimbursement Agreement for 424 Chaparral Street and authorizing the expenditure of \$71,942.49 from Fund 1112 Project Plan.

Chairperson Vaughn referred to Item 5.

Business Liaison, City Manager's Office, Alyssa Barrera, gave a brief overview of the item that included: a reimbursement request from Christian Bernard, owner of Urbana Market Deli, formerly known as Sonja's Bakery; Mr. Bernard applied for and the board approved a Chaparral Street Property Improvement Grant; a proposed investment of \$145,600 with a reimbursement cap of \$72,800; on June 21, 2016 the Board extended the completion of project to September 30, 2016; certificate of occupancy; before and after photos of site; and estimated and actual project costs. Business Liaison Barrera stated that this project has aided in developing more realistic costs estimates necessary to get buildings reactivated on Chaparral Street.

Business Liaison Barrera introduced Christian Bernard, owner of Urbana Market Deli, and discussed the following topics with Board Members: side costs to ensure a side door is windstorm compliant; overall project costs; opening date; and becoming a mentor for the City on future TIRZ #3 projects.

Board Member Garza made a motion to approve the motion, seconded by Board Member Magill and passed unanimously (Board Members Rubio and Scott - absent).

H. PRESENTATION ITEMS:

There were no presentation items.

I. IDENTIFY FUTURE AGENDA ITEMS:

Chairperson Vaughn referred to Item I.

Overview of the Incremental Development Alliance meeting held September 29-30, 2016.

Advertising for TIRZ #3 projects in the downtown area.

J. ADJOURNMENT

The meeting was adjourned at 10:27 a.m.



Texas Department of Licensing and Regulation

Architectural Barriers Project Details Page

Project #: EABPRJB7810770

Registration Date: 2/17/2017

<https://www.tdlr.texas.gov/TABS/Projects/EABPRJB7810770>

PROJECT

Project Name: RESIDENCE INN
Project Number: EABPRJB7810770
Facility Name: RESIDENCE INN
Location Address: 311 S SHORELINE BLVD
 Corpus Christi, TX 78410
Location County: Nueces
Start Date: 6/1/2017
Completion Date: 6/1/2018
Estimated Cost: \$12,000,000
Type of Work: New Construction
Type of Funds: This project is privately funded, on private land for private use.
Scope of Work: new hotel
Square Footage: Unknown
Are the private funds provided by the tenant? Not available
Current Status: Review Complete

PERSON FILING FORM

Contact Name: Registered by TDLR

RAS

RAS Name: COVACEVICH, ANTHONY
RAS #: 97
RAS Address: 401 SOUTHGATE CIR
 WESLACO, TX 78596
RAS Phone: (956) 279-0910

OWNER

Owner Name: SHORELINE HOSPITALITY LP
Owner Address: AJIT DAVID 3805 CASTLE RIDGE
 CORPUS CHRISTI, TX 78410
Owner Phone: (361) 455-1873
Contact Name:

TENANT

Not Assigned

DESIGN FIRM

Design Firm Name: MITCHELL CARLSON STONE INC.
Design Firm Address: KEITH CARLSON 3221 W ALABAMA
 HOUSTON, TX 77098
Design Firm Phone: (713) 522-1054

Registered accessibility specialists (RAS) set and collect the fees for their services. Contact the RAS directly if you have questions about their performing plan review or inspection services.

In accordance with 16 TEX. ADMIN. CODE §68.52, the owner of a building or facility must obtain an inspection from a RAS no later than the first anniversary of the completion of construction. A request for inspection must be made by submitting a written request for inspection to the RAS no later than 30 calendar days after the completion of construction.



COMMERCIAL BUILDING PERMIT APPLICATION
 City Code of Ordinances Chapter 14 Development Services Section 14.231. Building code. (8)

Application Type:

- Site Work Only
- New Construction
- Tenant Finish-Out
- Accessory
- Shell Building
- Addition
- Remodel
- Certificate of Occupancy
- Demolition
- General Repair

DEVELOPMENT SERVICES
 2408 LEOPARD STREET
 CORPUS CHRISTI, TX 78408
 (361) 828-3240
 (361) 828-4375 (FAX)
 PermitRequests@ccotexas.com

Project Name: RESIDENCE INN BY MARRIOTT
 Project Address: 309 G. SHORELINE BLVD., CC, TX 78401
 Subdivision: JONES SHORELINE LT _____ BLK _____
 Property Tax ID 3824 - 0000 - 0010

Previous Use: VACANT LAND Proposed Occupancy Type: HOTEL Construction Type: R-1
 (TYPE I-A, I-B, II-A, II-B, III-B, IV, V-A, V-B etc.)

Sprinkler System: YES NO Fire Alarm: YES NO Platted Property: YES NO
 property must be platted to issue building permit

Description of work in detail: 110-ROOM HOTEL

Area of Work	Project Cost
1 st Floor Sq. Ft. <u>22,711</u>	Building: \$ <u>4,002,430.00</u>
2 nd Floor Sq. Ft. <u>18,288</u>	Mechanical: \$ <u>416,210.00</u>
3 rd Floor Sq. Ft. <u>18,288</u>	Electrical: \$ <u>770,773.00</u>
4 th Floor Sq. Ft. <u>18,288</u>	Plumbing: \$ <u>370,587.00</u>
5 th Floor Sq. Ft. <u>18,288</u>	
Total Square Footage: <u>95,863</u>	Total Project Cost: \$ <u>5,560,000.00</u>

(Include additional floors on a separate sheet)

- EAB #: EABPR167810770
 Accessibility: Texas Department of Licensing and Regulation requires an EAB (Elimination of Architectural Barriers) Project# for all PROJECTS greater than or equal to \$50,000. (Website: www.tdlr.state.tx.us)
- Effective January 10, 2012-Section 14-231. Building code. (19) 107.1.1 Texas Department of Health Requirements. (Asbestos surveys required for renovations and demolitions) Ordinance # 029343
 ASBESTOS SURVEY PROVIDED
 DOES NOT APPLY

Names	E-Mail	Address, City, Zip	Phone #
CONTRACTOR: <u>LYLE LABAU</u> <u>SW LODGING</u>		<u>5755 CARLISLE CT #100</u> <u>FW, TX 76180</u>	<u>817-919-7516</u>
PROJECT CONTACT: <u>RATU BHAGAT</u>		<u>3805 CASTLE RIDGE</u> <u>CC, TX 78410</u>	<u>361-726-7096</u>
OWNER: <u>SHORELINE HOSP., LP</u>	" - " - " - "	" - " - " - "	" - " - " - "
ARCHITECT / ENGINEER / DESIGNER: <u>MCS / URBAN ENGIN.</u>	<u>CHIPU@URBANENGIN.COM</u>	<u>2725 SWANTNER DR.</u> <u>TX 78404</u>	<u>361-854-3101</u>
CITY PROJECT MANAGER:			
ENERGY COMPLIANCE INSPECTOR (NEW & ADDITIONS)			
ENERGY COMPLIANCE OPTION TO BE UTILIZED:	<input type="checkbox"/> PRESCRIPTIVE ANALYSIS <input type="checkbox"/> PERFORMANCE ANALYSIS		
COMMISSIONING AUTHORITY:			
WINDSTORM COMPLIANCE OPTION TO BE UTILIZED:	<input type="checkbox"/> WP1 - 1 (NEW BUILDINGS AND ADDITIONS) <input type="checkbox"/> WP1 - 3 (ALTERATIONS TO EXISTING STRUCTURES)		

RATU BHAGAT
 Print Signature Name

361-726-7096
 Phone Number

Office Use:
 Permit #: C 79204 Expedited: YES NO

Signature of Contractor or Authorized Agent

02/21/17
 Date

R. Bhagat
 Signature of Owner (If Owner is Builder)

02/21/17
 Date

Staff Initials: _____ Intake Date: _____

COMMERCIAL APPLICATION PACKAGE CHECKLIST

EXHIBIT H

(Note: Incomplete Applications / Submittals will not be accepted for review)

PROJECT NAME: RESIDENCE INN BY MARRIOTT LEGAL ADDRESS: 309 S. SHORELINE, TR 78401

COMMERCIAL PERMIT APPLICATION - *Must be completely filled out and signed to include all of the following:*

- Name of Project
- Project Address (Include the suite number, when applicable), Subdivision Name, Lot and Block. (Street address will be assigned during Plan Review for new projects)
- Is Property Platted?
- Type of Business (Specific description)
- Construction Type (per IBC)
- Occupancy Type (per IBC)
- Detailed Description of Work
- TDLR # (Architectural Barrier Registration from the Texas Department of Licensing & Regulation) for all projects valued at \$50,000 or greater. Refer to: <http://www.license.state.tx.us/ab/ab.htm>
- Total Square Footage
- Total Project Valuation- Including breakdown of Building, Mechanical, Electrical, Plumbing, and Site Work.
- General Contractor, Applicant, Owner/Tenant, Architect, & Engineer: Company Name, Address, City, State, Zip Code, Telephone Number and E-Mail Address; Please Signify Contact Person for each capacity

ALL PERMIT SUBMITTALS SHALL BE COMPLIANT WITH THE FOLLOWING CODES, RELATED MUNICIPAL ORDINANCES, AMENDMENTS, AND REQUIREMENTS:

- 2015 IBC
- 2015 IPC
- 2015 IECC
- ADA AND TAS
- 2015 IFC
- 2015 IMC
- 2014 NEC

REQUIRED DOCUMENTS:

- Asbestos Survey- Required for alterations, remodels and demolitions of existing structures
- WPI - 1 completed by State approved Engineer
- Signed COM-CHECK Energy Analysis or Prescriptive Energy Analysis
- FEMA Elevation Certificate - Required for all Construction in an A or V Zone
- Preliminary Commissioning Report
- Water Meter Sizing Form
- SWQMP, SWPPP, Construction Site Notice or NOI as appropriate.

DRAWINGS - An electronic submittal is required appropriately bound in a single file

- Cover Sheet containing Code Compliance & Code year, Project Analysis, Location Site & Map.
- Site Plan for New Buildings partial shell, finish-out, or alteration projects. (must be accompanied by an area site plan indicating which building is involved and the location of the tenant suite within that building as applicable)
- Architectural Plans- *Sealed & Signed by Architect per State Flow Charts*
- Engineered Plans- *Sealed & Signed by Engineer per State Flow Charts (Structural, & MEP's)*
- Structural Plans (*Design loads, & details*)
- Mechanical Plans (*Equipment schedules, & details*)
- Electrical Plans (*Must include riser diagram, panel schedule that provides total load calculations & details*)
- Plumbing plans (*Must include riser diagram and fixture schedule, & details and Backflow Assembly Requirements*)
- Windstorm Plans- *Sealed & Signed by Certified Windstorm Engineer*
- Utility Plan (*All taps within the state ROW requires a UIR permit through TxDOT), Sealed & Signed by Engineer, licensed with the State*
- Public Improvements - *Needs to be submitted separately to: publicimprovements@ccctexas.com*
- Paving, Grading and Drainage Plan - (*Include grading elevations and contours, 25 feet beyond all property boundaries from adjacent property and lots. Drainage to the State ROW requires a state drainage approval*) *Sealed & Signed by Engineer, licensed with the State*

PLAN REVISIONS - An electronic submittal is required appropriately bound in a single file ("Complete" set of plans with revisions clouded)

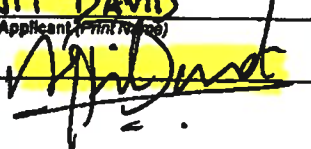
SUBCONTRACTOR'S PERMIT APPLICATIONS TO BE SUBMITTED AFTER BUILDING PERMIT ISSUANCE:
CONTRACTOR REGISTRATION REQUIRED TO BE VALID / CURRENT WITH THE CITY OF CORPUS CHRISTI

MECHANICAL PERMIT APPLICATION - Completely filled out & signed by Applicant

ELECTRICAL PERMIT APPLICATION - Completely filled out & signed by Applicant

PLUMBING PERMIT & TAP APPLICATION - Completely filled out & signed by Applicant

I have reviewed the above minimum Commercial Plan Submission requirements and certify that the plan submission contains all required information and documents necessary for review. I acknowledge upon review of the application, additional information, documents or permits may be required.

AJIT DAVID
Authorized Applicant (Print Name)

Signature

SHORELINE HOSPITALITY, LP
Company Name
02/24/17
Date

Shoreline Hospitality, LP
3805 Castle Ridge
Corpus Christi, TX 78410

26 November, 2018

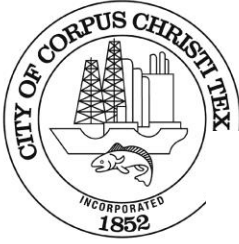
City of Corpus Christi
City Manager's Office
TIRZ # 3
PO Box 9277
Corpus Christi, TX 78469-9277

Dear City Manager:

With reference to the Downtown Development Reimbursement Agreement, I am writing to request an extension of the Completion Date (currently December 31, 2018) for the Residence Inn being built on 309 S. Shoreline Boulevard, Corpus Christi, TX, to August 31, 2019. The project faced significant delays caused directly by Hurricane Harvey, and market uncertainties due to tariffs on steel and other construction materials.

Thank you.

Sincerely,
Ajit David
(361) 455-1873



AGENDA MEMORANDUM
Corpus Christi Tax Increment Reinvestment Zone #3 Meeting December 4, 2018

DATE: November 26, 2018

TO: President and Honorable Board Members,
Corpus Christi Tax Increment Reinvestment Zone #3

THROUGH: Keith Selman, Interim City Manager

FROM: Alyssa M. Barrera, Executive Director, Downtown Management District
Alyssa@cctexasdmd.com
(361) 882-2363

Approval of 1st Amendment TIRZ #3 Reimbursement Agreement for Shoreline Hospitality, LP at 311 S Shoreline Blvd.

CAPTION:

Motion approving Amendment No. 1 to the Downtown Development Reimbursement Agreement for Shoreline Hospitality, LP, which provides that the Developer must complete improvements on or before August 31, 2019.

PURPOSE:

The purpose of this item is to extend the completion date requirement for Shoreline Hospitality, LP.

BACKGROUND AND FINDINGS:

On November 15, 2016, the Board approved a Downtown Development Reimbursement Agreement with Shoreline Hospitality, LP located at 311 S Shoreline Blvd. The project fit the criteria for the Project Specific Development Program which was created to encourage specific types of developments, key to our community's long-term goal of Downtown Revitalization.

The Agreement consists of the City reimbursing annually to the developer 75% of the property taxes paid on the improvements to the participating taxing entities (City, County, and Del Mar) in TIRZ #3, up to a total cap of \$940,000, for a ten (10) year period.

The project includes new construction of a Marriott Residence Inn Hotel which will include 5 stories, 101 all-suite rooms, pedestrian walkability features, shade trees along Shoreline and Water Street, and a roof-top deck.

Current completion deadline is set at December 31, 2018.

ALTERNATIVES:

N/A

OTHER CONSIDERATIONS:

N/A

CONFORMITY TO CITY POLICY:

Conforms with the Tax Code, City Charter and TIRZ #3 Project & Financing Plan.

DEPARTMENTAL CLEARANCES:

Finance

Legal

FINANCIAL IMPACT:

Operating Revenue Capital X Not applicable

Fiscal Year: 2017-2016	Project to Date Expenditures (CIP only)	Current Year	Future Years	TOTALS
Line Item Budget				
Encumbered / Expended Amount				
This item				
BALANCE				

RECOMMENDATION:

Staff recommends approving the extension.

LIST OF SUPPORTING DOCUMENTS:

Letter Requesting Extension – Shoreline Hospitality, LP

Amendment No. 1 Development Reimbursement Agreement – Shoreline Hospitality, LP

**AMENDMENT NO. 1 TO DOWNTOWN DEVELOPMENT REIMBURSEMENT
AGREEMENT WITH SHORELINE HOSPITALITY LP**

Whereas, on November 15, 2016, the Corpus Christi Tax Increment Reinvestment Zone No. 3 (the "TIRZ #3") authorized a Downtown Development Reimbursement Agreement between the City of Corpus Christi, as an agent of the TIRZ #3 and Shoreline Hospitality LP (the "Developer") regarding the Development at 311 S. Shoreline (the "Agreement"); and

Whereas, the Developer has requested an amendment extending the deadline for completion of the Project until the end of August 2019 to allow the Developer time to complete the necessary work to open the business;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) Paragraph (a) of Section 3 of the Agreement is hereby amended as follows.

"(a) The Developer constructs all of the Improvements on the Property on or before August 31, 2019 (the "**Completion Date**") in accordance with Exhibit A and the City's building codes and policies."

2) All other terms and conditions of the previously executed Agreement between the parties which are not inconsistent herewith shall continue in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED IN DUPLICATE ORIGINALS this ____ day of _____, 20__, by the authorized representative of the parties.

**City of Corpus Christi
on Behalf of the TIRZ #3**

**Developer
by Shoreline Hospitality GP, Inc.**

Samuel Keith Selman
Interim City Manager

Ajit David, Director
Date: _____

Date: _____

Attest:

Rebecca Huerta
City Secretary

Approved as to Legal Form on ____ of _____, 20____.

Aimee Alcorn-Reed, Assistant City Attorney
Attorney for TIRZ #3

Shoreline Hospitality, LP
3805 Castle Ridge
Corpus Christi, TX 78410

20 August, 2019

City of Corpus Christi
City Manager's Office
TIRZ # 3
PO Box 9277
Corpus Christi, TX 78469-9277

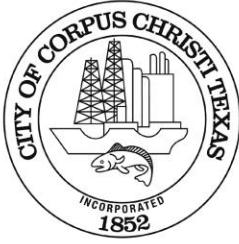
Dear City Manager:

With reference to the Downtown Development Reimbursement Agreement, I am writing to request an extension of the Completion Date (currently August 31, 2019) for the Residence Inn being built on 309 S. Shoreline Boulevard, Corpus Christi, TX, to November 01, 2019. Though construction is more than 90% complete at this time, tariffs on furniture and fixtures imported from China caused several Marriott approved suppliers to go out of business or shift their manufacturing base to other countries – pushing our completion schedule out by couple of months.

Please be assured that the General Contractor is using their best efforts to mitigate the effects of these market driven delays.

Thank you.

Sincerely,
Ajit David
(361) 455-1873



AGENDA MEMORANDUM

Corpus Christi Tax Increment Reinvestment Zone #3 Meeting August 27, 2019

DATE: August 20, 2019

TO: Peter Zanoni, City Manager

FROM: Alyssa Barrera Mason, Executive Director, CCDMD
Alyssa@cctexasdmd.com
(361) 882-2363

Jason Alaniz, Real Estate & Main Street Manager, CCDMD
Jason@cctexasdmd.com
(361) 882-2363

Approval of 2nd Amendment TIRZ #3 Reimbursement Agreement for Shoreline Hospitality, LP at 311 S Shoreline Blvd.

CAPTION:

Motion approving Amendment No. 2 to the Downtown Development Reimbursement Agreement for Shoreline Hospitality, LP, which provides that the Developer must complete improvements on or before November 30, 2019, effective upon signature by the City Manager.

SUMMARY:

This motion authorizes an extension of the completion date requirement for Shoreline Hospitality, LP. While this project is more than 90% complete, delays have occurred due to tariffs on furniture and fixtures imported from China coming from Marriott approved suppliers. This has caused several suppliers to go out of business and shift their manufacturing base to other countries which has affected delivery timelines for this project.

BACKGROUND AND FINDINGS:

On November 15, 2016, the Board approved a Downtown Development Reimbursement Agreement with Shoreline Hospitality, LP located at 311 S Shoreline Blvd. The project fit the criteria for the Project Specific Development Program which was created to encourage specific types of developments, key to our community's long-term goal of Downtown Revitalization.

The Agreement consists of the City reimbursing annually to the developer 75% of the property taxes paid on the improvements to the participating taxing entities (City, County, and Del Mar) in TIRZ #3, up to a total cap of \$940,000, for a ten (10) year period. The original completion date was December 31, 2018 but on December 4, 2018 an amendment was approved extending the completion date to August 31, 2019. This was due to construction delays due to Hurricane Harvey and market uncertainties due to tariffs on steel and other construction materials.

The project includes new construction of a Marriott Residence Inn Hotel which will include 5

stories, 101 all-suite rooms, pedestrian walkability features, shade trees along Shoreline and Water Street, and a roof-top deck.

ALTERNATIVES:

The Board could not approve this Amendment.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

Funding Detail:

Fund:

Organization/Activity:

Mission Element:

Project # (**CIP Only**):

Account:

RECOMMENDATION:

Staff recommends approving the amendment to the Agreement

LIST OF SUPPORTING DOCUMENTS:

Letter Requesting Extension – Shoreline Hospitality, LP

Amendment No. 2 Development Reimbursement Agreement – Shoreline Hospitality, LP

**AMENDMENT NO. 2 TO DOWNTOWN DEVELOPMENT REIMBURSEMENT
AGREEMENT WITH SHORELINE HOSPITALITY LP**

Whereas, on November 15, 2016, the Corpus Christi Tax Increment Reinvestment Zone No. 3 (the "TIRZ #3") authorized a Downtown Development Reimbursement Agreement between the City of Corpus Christi, as an agent of the TIRZ #3 and Shoreline Hospitality LP (the "Developer") regarding the Development at 311 S. Shoreline (the "Agreement"); and

Whereas, the Developer has requested an amendment extending the deadline for completion of the Project until the end of November 2019 to allow the Developer time to complete the necessary work to open the business;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) Paragraph (a) of Section 3 of the Agreement is hereby amended as follows.

"(a) The Developer constructs all of the Improvements on the Property on or before November 30, 2019 (the "**Completion Date**") in accordance with Exhibit A and the City's building codes and policies."

2) All other terms and conditions of the previously executed Agreement between the parties which are not inconsistent herewith shall continue in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED IN DUPLICATE ORIGINALS this ____ day of _____, 20__, by the authorized representative of the parties.

**City of Corpus Christi
on Behalf of the TIRZ #3**

**Developer
by Shoreline Hospitality GP, Inc.**

Peter Zanoni
City Manager
Date: _____

Ajit David, Director
Date: _____

Attest:

Rebecca Huerta
City Secretary

Approved as to Legal Form on ____ of _____, 20_____.

Aimee Alcorn-Reed, Assistant City Attorney
Attorney for TIRZ #3



3/2026 08:58

INFORMATION - APPLICATION# C39304

Application Type COM
 Application Type Description Commercial Permit Application
 Project Name RESIDENCE INN BY MARRIOTT- SHORELINE
 Address 309 S SHORELINE BLVD CORPUS CHRISTI TX 78401
 Location
 Application is Closed.
 Application has been finalized on 12/31/2019 8:40:00 AM.
 Current unpaid amount of \$0.00.
 Account: 10054117
 Open NCAD
 Time to Issue 117 Days
 Time with Applicant 1657 Hours 6 Minutes
 Time in Review 1053 Hours 2 Minutes
 Days to Expiry -2068 Days
 Open Cases 0

Job Description

Job Description

Work Type New
 Work Type Description New Building
 Sub Worktype
 Occupancy Type
 Description
 Expedited? No
 Priority Description No
 Square Footage 95863.00
 # of Plans 0
 # of Pages 0
 Declared Valuation 5560000.00
 Calculated Valuation 7093190.50
 Actual Valuation 0.00
 Comments
 Processed 3/1/2017 16:07
 Issued 6/26/2017 16:43
 Final 12/31/2019 08:40
 Temp COO 8/28/2019 17:20
 COO 12/31/2019 08:40
 by HANSEN SYSTEM USER
 by HANSEN SYSTEM USER
 by KATHLEEN HOLMES
 by KATHLEEN HOLMES
 by KATHLEEN HOLMES
 Expires 6/27/2020
 NEW 110 ROOM HOTEL
 Open NCAD
 Time to Issue 117 Days
 Time with Applicant 1657 Hours 6 Minutes
 Time In Review 1053 Hours 2 Minutes
 Days to Expiry -2068 Days
 Open Cases 0
 A/P Name RESIDENCE INN BY MARRIOTT- SHORELINE

Application Details

Application Details

Description	Log Last Modified By	Last Modified Date
Commercial Application Details	Log	
Planning Requirements	Log	
Commercial Permit Details	Log	
Calculations	Log	
Commercial Building Review Details	Log	
Commercial Fire Review Details	Log	
Commercial Flood Review Details	Log	
Commercial Land Development Review Details	Log	
Commercial Planning Review Details	Log	

Reviews

Record Results

Reviews

Review #	Review Type	Review Description	#	Result	Result By	Started	Started By	Completed	Completed By	Comments
362	FINALPM	Final PM Review	1	Approved	KATHLEENMH	12/31/2019 08:40	KATHLEENMH	12/31/2019 08:40	KATHLEENMH	
370	PM	Project Manager Review	3	Approved	JESSEH			6/23/2017 08:32		
367	FIRE	Fire Review	3	Approved	JESSEH			6/23/2017 08:30		Approved per Isaac Perez via email Jessie J. Hernandez
366	BUILDING	Building Review	3	Approved	BENTLEY	6/20/2017 12:47	HANSEN8	6/20/2017 12:48		
365	PM	Project Manager Review	2	Resubmit	JESSEH			5/2/2017 15:10		
314	PLANNING	Planning Review	2	Approved	BEVERLYP	4/28/2017 09:06	BEVERLYP	4/28/2017 09:06	BEVERLYP	
313	LANDDEV	Land Development Review	2	Approved	JALALS	4/28/2017 16:08	JALALS	4/28/2017 16:08	JALALS	Approved with a condition to hold the C of O if the license/UPA isn't issued for all the benches in the ROW, please

JACOB BENTLEY

'912	FIRE	Fire Review	2	Approved	BENTLEY	6/20/2017 12:40	GILBERTGA	6/20/2017 12:42	GILBERTGA
'911	BUILDING	Building Review	2	Disapprove	GILBERTGA	5/1/2017 17:01	GILBERTGA	5/1/2017 17:01	GILBERTGA
333	PM	Project Manager Review	1	Resubmit	BENTLEY	3/20/2017 08:02	HANSEN8	3/20/2017 08:03	
587	PLANNING	Planning Review	1	Disapprove	BENTLEY	3/7/2017 10:22	HANSEN8	3/7/2017 10:22	
586	LANDDEV	Land Development Review	1	Disapprove	BENTLEY	3/14/2017 10:57	HANSEN8	3/15/2017 11:41	JALALS
585	FIRE	Fire Review	1	Disapprove	BENTLEY	3/17/2017 14:31	HANSEN8	3/17/2017 14:31	
584	BUILDING	Building Review	1	Disapprove	BENTLEY	3/17/2017 14:31	HANSEN8	3/17/2017 14:33	HANSEN8

(No Data)

(No Data)

Inspections

Record Results

Inspections

Added	Inspection #	Inspection Type	#	Result	Resulted By	Assigned To	Scheduled	Inspected By	Started	Completed	Description	Comments
6/2017 1:35	155254	100	1	Passed	RENESP	RENESP	12/30/2019 17:56			12/30/2019 17:57	Building Insp Final	
6/2017 1:35	155255	105	1	Waived	RENESP	RENESP				12/11/2019 07:55	Energy Insp Final	
6/2017 1:35	155256	106	1	Waived	RENESP	RENESP	1/10/2018 16:24				Foundation	Wants PM inspection-Mark Romel @361-779-6731 called in fr
6/2017 1:35	155257	110	1	Passed	RENESP	RENESP	12/30/2019 17:57			12/30/2019 17:58	Zoning Insp Final	
6/2017 1:35	155258	115	1	Waived	RENESP	RENESP	12/11/2019 11:14			12/10/2019 11:25	Driveway	CALL AJIT 361 455 1873
6/2017 1:35	155259	120	1	Waived	RENESP	RENESP	12/11/2019 11:15			12/11/2019 07:54	Insulation	CALL AJIT 361 455 1873
6/2017 1:35	155260	130	1	Passed	RENESP	RENESP				12/10/2019 11:24	Layout/Setbacks	
6/2017 1:35	155261	135	1	Passed	RENESP	RENESP	8/17/2018 11:58				Framing	1ST 2ND AND 3RD FLOOR ELECTRICAL ROOMS ONLY FOR COVER UP
6/2017 1:35	155262	155	1	Passed	RENESP	RENESP	10/1/2019 10:38			10/1/2019 10:39	Fire Rated Assembly	
6/2017 1:35	155263	160	1	Waived	RENESP		12/11/2019 11:16			12/11/2019 07:54	Fire Inspection	CALL AJIT 361 455 1873
16/2018 1:27	253421	135	2	Passed	JacobB2	JIML	10/1/2018 14:19				Framing	Approved framing for floor 2 and 3 only. Approved electrical closets only on 4th floor. approved fire wall sets of 5/8 sheetrock in vent chases on 2nd and 3rd floor only. Contractor to fire caulk all penetrations and call for inspection on fire caulking. told contractor not to use fire tape until approved by Rene Perez.
1/1/2018 1:43	263394	135	3	Passed	RENESP	RENESP	10/25/2018 00:00				Framing	1st .. 4th halls and tower
1/24/2018 1:53	268669	135	4	Passed	RENESP	RENESP	1/8/2019 00:00				Framing	2nd and 3rd ceiling cover only
9/2019 1:20	283971	135	5	Passed	RENESP	RENESP	2/6/2019 00:00				Framing	4th floor only
6/2019 1:28	290486	135	6	Passed	RENESP	RENESP	2/8/2019 00:00				Framing	4th floor rooms
8/2019 1:44	290805	135	7	Passed	RENESP	RENESP	2/15/2019 00:00				Framing	
15/2019 1:57	292271	135	8	Passed	RENESP	RENESP	2/21/2019 00:00				Framing	TOWER ONLY
21/2019 1:00	293806	135	9	Passed	RENESP	RENESP	3/6/2019 00:00				Framing	floor 5 only
6/2019 1:06	296832	135	10	Passed	RENESP	RENESP	3/18/2019 00:00				Framing	tower entry
18/2019 1:50	299190	135	11	Passed	RENESP	RENESP	3/19/2019 16:50				Framing	2nd & 3RD FLOOR CEILING COVER AND CORRIDORS CALLED IN BY MARK 361-779-6731
19/2019 1:25	299322	135	12	Passed	RENESP	RENESP	5/8/2019 00:00				Framing	first floor
9/2019 1:28	313467	135	13	Passed	RENESP	RENESP	12/11/2019 11:16			12/11/2019 07:52	Framing	CALL AJIT 361 455 1873

Conditions

Condition	Type	Condition Description	Approval	Approved By	Approval Date	Applied By	Applied Date	Assigned To	Supervisor	Required	Comments
Call Bentley Web Service			Y	KATHLEENMH	8/21/2019 17:25	HANSEN8	3/1/2017 16:13				

Planning Conditions

(No Data)

Required Licenses

(No Data)

Associated Licenses

(No Data)

Fees

Total Fees	72550.38
Unpaid Fees	0.00
Paid Fees	72550.38
Amount Due Now	0.00
Overpayments	0.00
Refund	
Total Credits	0.00
Apply	

Pay Fees
Refund Fees
Recalculate Fees
Waive Fees

All Fees

Account #	Status	Fee Code	Fee Desc	Value	Quantity	Amount	Penalty	Unpaid Fee Amount	Fee Class	Destination Budget #	Source Budget #	Lien	Waived	Paid Date	Applied By	Applied Date	Comments	Is Gener.
10054117	Paid	BP3	COM PERMIT FEES	46105.7382	1	46105.74	0	0	Standard	00011000-1116000000	00014670-12201-888-3020500000	N	N		HANSEN8	3/1/2017 16:13		true
10054117	Paid	COM	PLAN REVIEW FEE	46105.7382	0.4	18442.3	0	0	Standard	00011000-1116000000	00014670-12201-888-3020500000	N	N		HANSEN8	3/1/2017 16:13		true
10054117	Paid	TWA44	3" METER SET - *PLANS REQUIRED	1947	1	1947	0	0	Standard	00011000-1116000000	00014010-30000-888-3242710000	N	N		HANSEN8	3/1/2017 16:13		true
10054117	Paid	TWW02	SURCHARGE (25%)	69.25	1	69.25	0	0	Standard	00011000-1116000000	00014220-21801-888-3309330000	N	N		HANSEN8	3/1/2017 16:13		true
10054117	Paid	TWW03	SURCHARGE (75%)	207.75	1	207.75	0	0	Standard	00011000-1116000000	00014220-21800-888-3309310000	N	N		HANSEN8	3/1/2017 16:13		true
10054117	Paid	TWW01	PRE-TAP FEE	111	1	111	0	0	Standard	00011000-1116000000	00014200-33000-888-3242710000	N	N		HANSEN8	3/1/2017 16:13		true
10054117	Paid	BPDEV76	Multiple Plan Review Fee	18442.2953	0.15	2766.34	0	0	Standard	00011000-1116000000	00014670-12201-888-3020500000	N	N		LAURAS2	6/8/2017 16:10		true
10054117	Paid	TWA45	4" METER SET - *PLANS REQUIRED	1301	1	1301	0	0	Standard	00011000-1116000000	00014010-30000-888-3242710000	N	N		TANYAR	8/24/2018 15:09	Difference to add a 4" meter set.	
10054117	Paid	TGA02	COMM UP TO 8" (ICL) or 2" (OCL) in Size	1600	1	1600	0	0	Standard	00011000-1116000000	00014130-34000-888-3242710000	N	N	8/2/2019 13:48	STACYCAN	8/2/2019 12:16		

Deposits

(Tab Not Loaded)

Transactions

Last Payment: #1851918 in the amount of \$1,600.00.
Last Payment Status: Applied
Payments: 4
Reverse Payment

Payment Transactions

Payment #	Trace #	Payment Method	Payment Status	Paid By	Paid Amount	Paid Date	Taken By	Payment Batch	Bill Type	Escrow Account #	Escrow Transaction #	Register Transaction #	Register Receipt #	Comments
50084	1	CASH	APPLIED	SHORELINE HOSP LP	18442.3	3/2/2017 10:22		820170302-0043	BLDG		1	1		
57105	1	CASH	APPLIED	SHORELINE HOSP LP	51207.08	6/26/2017 16:43		820170626-0083	BLOG		1	1		
843805	1	CASH	APPLIED	SHORELINE HOSP LP	1301	8/24/2018 15:18	1183	820180824-0055	BLDG		1	1		
1851918	13	CASH	APPL	SHORELINE HOSP LP	1600	8/2/2019 13:48	1183	CDRPCI201982	BLOG		1	1		

Fee Transactions

Tran #	Account #	Tran Type	Tran Date	Amount	Tran By	Fee Code	Fee Desc	Payment #	Paid By	Payment Batch #	Register Transaction #	Adjustment Reason	Comments
72604378	10054117	Principal - Payment	8/2/2019 13:48	-1600.0000	HANSEN8	TGA02	COMM UP TO 8" (ICL) or 2" (OCL) in Size	1851918	SHORELINE HOSP LP	CDRPCI201982	1		
72595750	10054117	Principal - Charge	8/2/2019 12:16	1600.0000	STACYCAN	TGA02	COMM UP TO 8" (ICL) or 2" (OCL) in Size	1			1		
33057833	10054117	Principal - Payment	8/24/2018 15:18	-1301.0000	HANSEN8	TWA45	4" METER SET - *PLANS REQUIRED	843805	SHORELINE HOSP LP	820180824-0055	1		
33057285	10054117	Principal - Charge	8/24/2018 15:09	1301.0000	TANYAR	TWA45	4" METER SET - *PLANS REQUIRED	1			1		Difference to add a 4" meter set.
224147	10054117	Principal - Payment	6/26/2017 16:43	-2766.3400	HANSEN8	BPDEV76	Multiple Plan Review Fee	57105	SHORELINE HOSP LP	820170626-0083	1		
224146	10054117	Principal - Payment	6/26/2017 16:43	-111.0000	HANSEN8	TWW01	PRE-TAP FEE	57105	SHORELINE HOSP LP	820170626-0083	1		
224145	10054117	Principal - Payment	6/26/2017 16:43	-207.7500	HANSEN8	TWW03	SURCHARGE (75%)	57105	SHORELINE HOSP LP	820170626-0083	1		
224144	10054117	Principal - Payment	6/26/2017 16:43	-69.2500	HANSEN8	TWW02	SURCHARGE (25%)	57105	SHORELINE HOSP LP	820170626-0083	1		
224143	10054117	Principal - Payment	6/26/2017 16:43	-1947.0000	HANSEN8	TWA44	3" METER SET - *PLANS REQUIRED	57105	SHORELINE HOSP LP	820170626-0083	1		
224142	10054117	Principal - Payment	6/26/2017 16:43	-46105.7400	HANSEN8	BP3	COM PERMIT FEES	57105	SHORELINE HOSP LP	820170626-0083	1		
219777	10054117	Principal - Charge	6/8/2017 16:10	2766.3400	LAURAS2	BPDEV76	Multiple Plan Review Fee	1			1		
195753	10054117	Principal - Payment	3/2/2017 10:22	-18442.3000	HANSEN8	COM	PLAN REVIEW FEE	50084	SHORELINE HOSP LP	820170302-0043	1		
195472	10054117	Principal - Adjustment	3/1/2017 16:39	-12155.0000	JEFFS	BP3	COM PERMIT FEES	1			1		
195471	10054117	Principal - Adjustment	3/1/2017 16:39	-4862.0000	JEFFS	COM	PLAN REVIEW FEE	1			1		
195459	10054117	Principal - Charge	3/1/2017 16:13	58260.7400	HANSEN8	BP3	COM PERMIT FEES	1			1		
195463	10054117	Principal - Charge	3/1/2017 16:13	207.7500	HANSEN8	TWW03	SURCHARGE (75%)	1			1		
195461	10054117	Principal - Charge	3/1/2017 16:13	1947.0000	HANSEN8	TWA44	3" METER SET - *PLANS REQUIRED	1			1		
195464	10054117	Principal - Charge	3/1/2017 16:13	111.0000	HANSEN8	TWW01	PRE-TAP FEE	1			1		
195462	10054117	Principal - Charge	3/1/2017 16:13	69.2500	HANSEN8	TWW02	SURCHARGE (25%)	1			1		

onds

.ssociated Bonds

(No Data)

valuations

valuation Detail

(No Data)

pplicants

Primary Applicant

Name SHORELINE HOSP. LP
 First Name,
 MI
 Middle Initial
 Contact Type Bus
 Address 3805 Castle Ridge
 Address Line 2
 City CC
 State/Province TX
 ZIP/PC 76180
 Country
 Title
 Expiration Date
 Other Phone (361)726-7096
 Mobile Number
 E-Mail
 Foreign no
 Corr. Delivery Mail
 Company Name
 Internet ID Type 1
 ID 1
 Internet ID Type 2
 ID 2

(No Data)

ll Applicants

Primary Applicant Type	Capacity	Last Name	First Name	Professional ID	Primary DBA	Effective	Expire	Comments	Added	Added By
OtherContact		Bhagat	Raju						3/1/2017 16:07	JEFFS
PropertyOwner		SHORELINE HOSP. LP							3/1/2017 16:07	JEFFS
OtherContact		Contractor	ALAMO SYSTEM INDUSTRIES LLC						7/6/2017 08:35	LAURAS2
OtherContact		PM	HOLMES	KATHLEEN					6/29/2018 10:49	KATHLEENMH
OtherContact		Engineer	URBAN ENGINEERING	MURRAY "MURF" HUDSON					1/29/2019 18:02	KATHLEENMH

tes

linked Sites

(No Data)

.ssociated Sites

(No Data)

odel Homes

(Not Loaded)

mployees

mployees

(No Data)

elated Records

Parent Building Applications

(No Data)

Child Building Applications

A/P #	Application Type	Application Status	Milestone	Processed Date	Issued Date	Final Date	COO Date	Expire Date	Capacity	Comments
C39304P	PLUMBING	Closed	Completed	8/8/2017 08:51	8/8/2017 08:51	10/4/2019 16:22		4/1/2020		
C39304M	MECHANICAL	Closed	Completed	2/15/2018 09:46	2/15/2018 09:47	10/2/2019 17:30		5/5/2020		
C39304E	ELECTRICAL	Closed	Completed	10/25/2017 14:23	10/25/2017 14:23	10/4/2019 14:46		4/1/2020		
C39304AD1	ADD	Closed	Completed	10/13/2017 10:46	10/17/2017 09:33	10/17/2017 09:33				
C39304AD3	ADD	Closed	Completed	2/16/2018 16:31	5/10/2018 15:49	5/10/2018 15:49				
C39304M2	MECHANICAL	Closed	Completed	6/14/2019 14:08	6/14/2019 14:08	10/9/2019 09:04		5/5/2020		ASSOC
C75658E1	ELECTRICAL	Closed	Completed	1/21/2019 11:26	1/21/2019 11:26	10/10/2019 14:26		3/31/2020		INFOR
C75658	COM	Closed	Completed	12/18/2018 14:14	1/7/2019 16:53	12/18/2019 18:04	12/18/2019 18:04	6/10/2020		INFOR
C39304P2	PLUMBING	Closed	Completed	9/23/2019 08:57	9/23/2019 14:43	12/31/2019 01:09		6/28/2020		ASSOC
C75658P1	PLUMBING	Closed	Completed	1/21/2019 10:33	1/21/2019 10:33	10/4/2019 16:25		4/1/2020		INFOR

Other Applications

(No Data)

roups

(No Data)

vent Log

EXHIBIT M

og type	Description	Started	Started By	Stopped By	Total Time	Stopped	Review #	Inspection #	Comments
mpCoO	Temporary CoO issued	8/21/2019 17:20	KATHLEENMH		0	2/2/2020 00:00	1	1	COMPLETE AND SUBMIT DOCUMENTS FOR THE FOLLOWING CLOSE OUT IRRIGATION PLUMBING PERMIT- C39304P2
ERVREQ	Service Request Created	8/2/2019 15:23	1187		0		1	1	2762139
ERVREQ	Service Request Created	8/2/2019 12:16	STACYCAN		0		1	1	2761831
VP	Revised Tapping Requirements - Enter Tap Change in Comment Field	8/2/2019 12:15	STACYCAN		0		1	1	ADDING GAS TAP TGA02
ERVREQ	Service Request Created	8/30/2018 11:11	1187		0		1	1	2595272
ERVREQ	Service Request Created	8/24/2018 15:10	TANYAR		0		1	1	2592334
VP	Revised Tapping Requirements - Enter Tap Change in Comment Field	8/24/2018 15:09	TANYAR		0		1	1	Difference to add a 4" meter set.
ERVREQ	Service Request Created	5/25/2018 07:55	1187		0		1	1	2529942
ERVREQ	Service Request Created	5/25/2018 07:54	1187		0		1	1	2529941
ERVREQ	Service Request Created	5/25/2018 07:54	1187		0		1	1	2529940
ERVREQ	Service Request Created	5/25/2018 07:54	1187		0		1	1	2529939
ERVREQ	Service Request Created	5/25/2018 07:54	1187		0		1	1	2529938
ERVREQ	Service Request Created	5/23/2018 10:09	TANYAR		0		1	1	2529179
ERVREQ	Service Request Created	5/23/2018 10:09	TANYAR		0		1	1	2529178
ERVREQ	Service Request Created	5/23/2018 10:09	TANYAR		0		1	1	2529177
ERVREQ	Service Request Created	5/23/2018 10:09	TANYAR		0		1	1	2529176
ERVREQ	Service Request Created	5/23/2018 10:09	TANYAR		0		1	1	2529175
VP	Revised Tapping Requirements - Enter Tap Change in Comment Field	5/23/2018 10:08	TANYAR		0		1	1	Service Requests not created in 2017
ERVREQ	Service Request Created	6/26/2017 16:43	HANSEN8		0		1	1	0
ENLOG	Bentley Transaction Logs	6/8/2017 16:10	HANSEN8		0		1	1	General Success
ENLOG	Bentley Transaction Logs	6/8/2017 16:10	HANSEN8		0		1	1	Work Task Revision successful.
FTACHCMP	Transaction type added from Bentley	6/8/2017 16:10	LAURAS2		0		1	1	
FTACHCMP	Transaction type added from Bentley	4/21/2017 08:11	JEFFS		0		1	1	
ENLOG	Bentley Transaction Logs	3/2/2017 10:53	HANSEN8		0		1	1	General Success
FTACH	Attachment Added from Bentley	3/1/2017 16:24	HANSEN8		0		1	1	Files Uploaded: WPI 1 form.pdf
FTACH	Attachment Added from Bentley	3/1/2017 16:24	HANSEN8		0		1	1	Files Uploaded: WaterTapMeterSizing2015IPCFillable 2-17-2017.pdf
FTACH	Attachment Added from Bentley	3/1/2017 16:23	HANSEN8		0		1	1	Files Uploaded: ResInn-CC Mech Comcheck signed.pdf
FTACH	Attachment Added from Bentley	3/1/2017 16:23	HANSEN8		0		1	1	Files Uploaded: ResInn-CC Elec Comcheck signed.pdf
FTACH	Attachment Added from Bentley	3/1/2017 16:23	HANSEN8		0		1	1	Files Uploaded new doc 2017-03-01 15.57.34.pdf
FTACH	Attachment Added from Bentley	3/1/2017 16:23	HANSEN8		0		1	1	Files Uploaded COMCHECK.docx
FTACH	Attachment Added from Bentley	3/1/2017 16:23	HANSEN8		0		1	1	Files Uploaded: 1609_Recsidence Inn_Corpus Christ_Permit Set.pdf
FTACHCMP	Transaction type added from Bentley	3/1/2017 16:13	HANSEN8		0		1	1	Submitted by applicant

Status Log

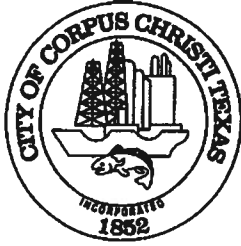
Changed On Milestone Application Status Changed By System Generated Comments

Changed On	Milestone	Application Status	Changed By	System Generated Comments
3/31/2019 08:40	Completed	Closed	KATHLEENMH	true
3/31/2019 08:40	Issue CoO	Issued	KATHLEENMH	true
3/31/2019 08:40	CloseBentley	Issued	KATHLEENMH	true
3/30/2019 17:53	Final Inspection	Issued	RENESP	true
26/2017 16:43	Permit Issued	Issued	HANSEN8	true
23/2017 08:32	Prior to Issue	Open	JESSEH	true
23/2017 08:30	PM Review	Open	JESSEH	true
8/2017 16:10	Reviews	Open	LAURAS2	true
8/2017 16:10	Add Multiple Review Fees	Open	LAURAS2	true
2/2017 15:10	Awaiting Revisions	Open	JESSEH	true
1/2017 17:02	PM Review	Open	GILBERTGA	true
21/2017 08:11	Reviews	Open	JEFFS	true
21/2017 08:11	Add Multiple Review Fees	Open	JEFFS	true
20/2017 08:04	Awaiting Revisions	Open	JEFFS	true
17/2017 14:32	PM Review	Open	HANSEN8	true
2/2017 10:23	Reviews	Open	HANSEN8	true
1/2017 16:13	Add Fees	Open	HANSEN8	true
1/2017 16:07	Attachments Uploaded	Open	JEFFS	true
1/2017 16:07	Intake	Open	JEFFS	true

Attachments

Attachments

Title	Description	Filename	Added Date	Time Last Modified	Date	Time Document	Type	Document Information
10.11.2019	TCOResidenceInn309SShorelineC39304.pdf		9/30/2019 11:15	9/30/2019 11:15			Building and Planning	View
11.2.2019	TCOResidenceInn309SShorelineC39304.pdf		10/22/2019 12:27	10/22/2019 12:27			Building and Planning	View
	AIRBALANCEREPORT.pdf		10/10/2019 08:01	10/10/2019 08:01			Building and Planning	View
	C39304ETORQUELETTERRESIDENCEINN309SSHORELINE (2).jpg		9/30/2019 11:16	9/30/2019 11:16			Building and Planning	View
	C39304ETORQUELETTERRESIDENCEINN309SSHORELINE.jpg		9/30/2019 11:15	9/30/2019 11:15			Building and Planning	View
	FIREOKFOR30DAYTCO8.2019.pdf		9/30/2019 11:15	9/30/2019 11:15			Building and Planning	View
	ResInnCCsigneddeferredsubmittalform.pdf		6/26/2017 15:43	6/26/2017 15:43			Building and Planning	View
	WaterYardInletRBueno9.19.2019.pdf		9/30/2019 11:16	9/30/2019 11:16			Building and Planning	View



AGENDA MEMORANDUM
Corpus Christi Tax Increment Reinvestment Zone #3 Meeting March 24, 2020

DATE: March 4, 2020

TO: Peter Zaroni, City Manager

FROM: Alyssa Barrera Mason, Executive Director, CCDMD
Alyssa@cctexasdmd.com
(361) 882-2363

Jason Alaniz, Real Estate & Main Street Manager, CCDMD
Jason@cctexasdmd.com
(361) 882-2363

**Approval of TIRZ #3 Reimbursement Request for Shoreline Hospitality, LP
at 309 S Shoreline Blvd.**

CAPTION:

Motion to approve a reimbursement request with Shoreline Hospitality, LP under the Downtown Development Reimbursement Agreement for 309 S Shoreline Blvd. and authorizing a reimbursement of 75% of the annual property taxes paid on the improvements to TIRZ #3, up to the cap of 10 years and not to exceed \$940,000.

SUMMARY:

This motion authorizes payment per the Reimbursement Agreement under the Project Specific Development Program. This project was a new construction build that activated a vacant lot located at 309 S Shoreline Blvd. to serve as a Marriott Residence Inn, an extended stay 5-story 110 room hotel. The incentive consists of an annual reimbursement for up to a ten-year period or expiration of the TIRZ (whichever occurs first) up to 75% of the property taxes paid on the improvements to the participating taxing entities in the TIRZ #3. Once \$940,000 is reimbursed or the reimbursement period ends, whichever occurs first, no further incentive payments or obligations will be made to Shoreline Hospitality, LP.

BACKGROUND AND FINDINGS:

On November 11, 2016, the TIRZ #3 Board approved a Downtown Development Reimbursement Agreement with Shoreline Hospitality, LP located at 309 S Shoreline Blvd. The project fit the criteria for the Project Specific Development Program which was created to encourage specific types of developments, key to our community's long-term goal of Downtown Revitalization. The project consisted of a new construction build that activated a vacant lot. It opened in October 2019.

Shoreline Hospitality, LP built a Marriott Residence Inn Hotel, an extended stay hotel, consisting of five stories and 110 rooms across Water's Edge Park on decades old unimproved land. The property features include on-site parking with unique blue lighting, swimming pool, fitness center, bar, glass canopy at the main entrance, and roof-top viewing deck. The structure is steel and concrete to increase the longevity and durability of this waterfront building. **Total project amount was approximately \$15 Million.**

Marriott Residence Inn received their Temporary Certificate of Occupancy (TCO) on August 28, 2019 which allowed for occupancy. As required by the Agreement, as amended, all of the required improvements were completed by November 30, 2019. They received their final Certificate of Occupancy (CO) on December 31, 2019. The hotel opened in October 2019.

ALTERNATIVES:

The Board could not approve this agreement and request additional information from the Developer. Any changes to the reimbursement amount or reimbursement period would require an agreed upon contract amendment with Shoreline Hospitality, LP. This action is not anticipated and unlikely.

FINANCIAL IMPACT:

The funding source for this project is from the TIRZ #3 Project Specific Development Program. The funds for this program are from a reimbursement on taxes paid by the property owner on an annual basis. If the developer fails to pay the required taxes on the property or files an appeal to the Nueces County Appraisal District or any state or federal court of the assessed value of the Property for ad valorem tax purposes, the City and TIRZ #3 shall be under no obligation to make any payments under this agreement until such time as the appeal is resolved and all taxes are paid in full. Any late fees, fines, or interest assessed as a result of the failure to pay taxes or the appeal process shall not be reimbursed to the Developer under this agreement. Reimbursement is limited to the actual amount of property tax paid on the Improvements. Below is an approximate timeline for reimbursement process:

- CO Received in 2019 (tax year 2019)
- Reimbursements will begin the year after the developer receives CO (tax year 2020)
- Valuations complete in July 2020
- Bills sent in October 2020
- Tax Payments due by January 31, 2021
- TIRZ #3 will budget first reimbursement in the 2021 fiscal year based on the July 2020 valuations.
- TIRZ #3 will budget subsequent payments in each fiscal year to the extent provided in the agreement.

Funding Detail:

Fund: 1112 – TIRZ #3
Organization/Activity: 10279 – Project Specific
Mission Element: 707 – Economic Development
Project # (CIP Only): N/A
Account: 540140 – Reimbursement to Developers

RECOMMENDATION:

Per the service agreement, DMD staff has completed a compliance performance audit in accordance to the Reimbursement Agreement, Section 2. DMD staff has confirmed completion of the project as stated in the Reimbursement Agreement. As a result, staff recommends approving the agreement.

LIST OF SUPPORTING DOCUMENTS:

Reimbursement Request – Shoreline Hospitality, LP
Certificate of Occupancy
PowerPoint – Marriott Residence Inn

- ☰
- 📍
- 📌
- 🕒
- 📷
- 📱

311 S Shoreline Blvd 🔍 ✕

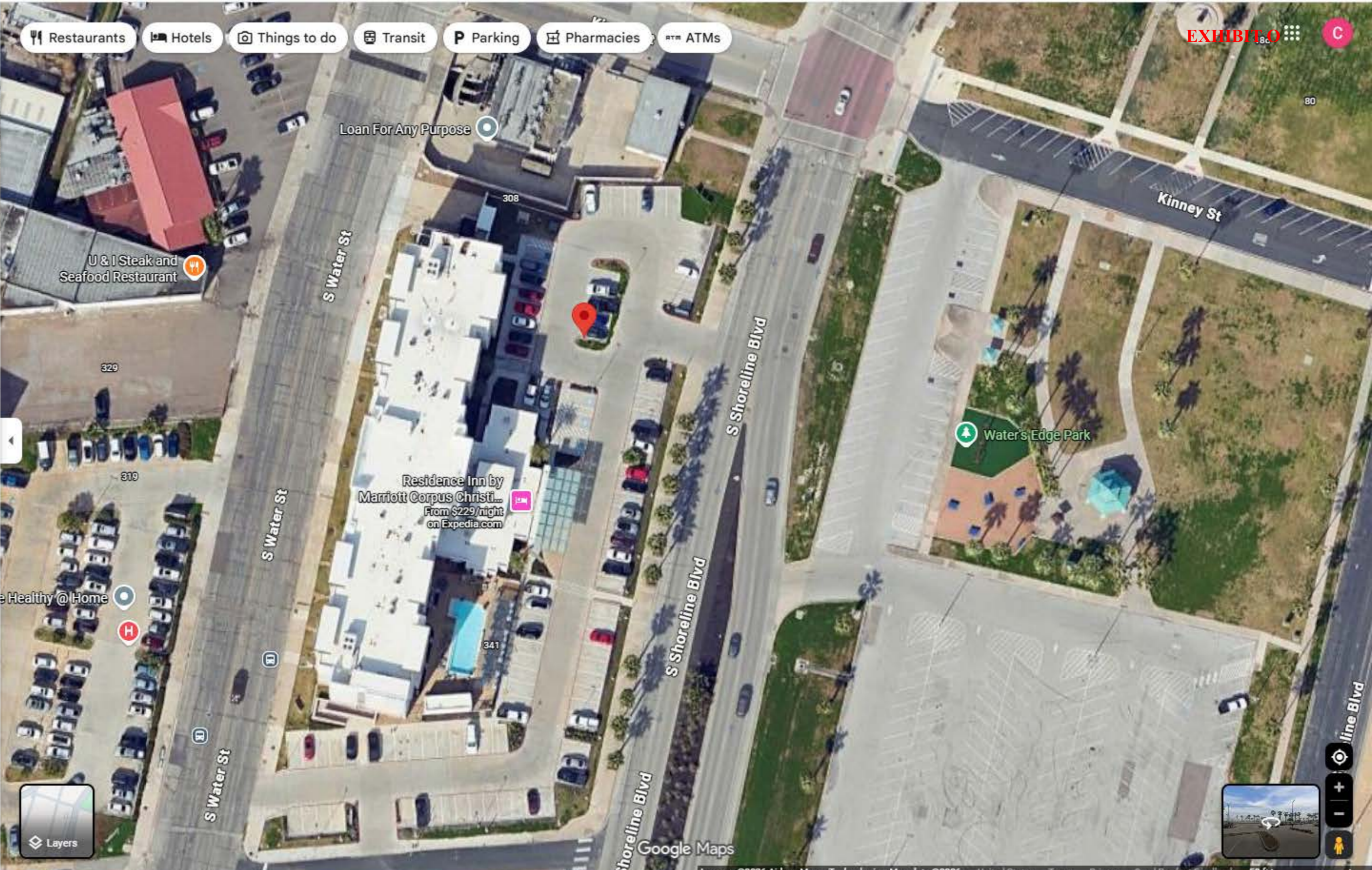


311 S Shoreline Blvd

- 📍 Directions
- 📌 Save
- 📍 Nearby
- 📱 Send to phone
- 🔗 Share

- 📍 311 S Shoreline Blvd, Corpus Christi, TX 78401
- 📍 QJQ4+X7 Central City, Corpus Christi, TX
- ✍️ Suggest an edit on 311 S Shoreline Blvd
- 📍 Add a missing place
- 🏢 Add your business
- 🏷️ Add a label
- 🕒 Your Maps history

Photos





**Forfeiture pursuant to Section 171.309 of the Texas Tax Code
of
SHORELINE HOSPITALITY GP, INC.**

File Number : 802196725

Certificate / Charter forfeited : August 20, 2021

The Secretary of State finds that:

1. The Secretary has received certification from the Comptroller of Public Accounts under Section 171.302 of the Texas Tax Code indicating that there are grounds for the forfeiture of the taxable entity's charter, certificate or registration; and
2. The Comptroller of Public Accounts has determined that the taxable entity has not revived its forfeited privileges within 120 days after the date that the privileges were forfeited.

Therefore, pursuant to Section 171.309 of the Texas Tax Code, the Secretary of State hereby forfeits the charter, certificate or registration of the taxable entity as of the date noted above and records this notice of forfeiture in the permanent files and records of the entity.



A handwritten signature in black ink, appearing to be "JE", written over a horizontal line.

Jose A. Esparza
Deputy Secretary of State

Form 801
(Revised 05/11)



This space reserved for office use.

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: See instructions

**Application for Reinstatement
And Request to Set Aside
Tax Forfeiture**

FILED
In the Office of the
Secretary of State of Texas

MAY 09 2022
Corporations Section

1. The entity name is: Shoreline Hospitality GP, Inc

The entity is a foreign entity that was required to obtain its registration under a name that differs from the legal name stated above. The name under which the entity is registered is:

2. The file number issued to the entity by the secretary of state is: 0802196725

3. The entity was forfeited or revoked under the provisions of the Tax Code on: 04/09/2021
mm/dd/yyyy

4. The undersigned requests that the forfeiture or revocation of the entity be set aside, and certifies that:

a. The entity has filed each delinquent report that is required by chapter 171 of the Tax Code and has made payment for the tax, penalty, and interest imposed and that is due at the time of this application as evidenced by the attached tax clearance letter; and

b. On the date of forfeiture or revocation, the undersigned person was:

- an officer, director or shareholder of the above-named for-profit or professional corporation; or
- an officer, director, shareholder or member of the above-named professional association; or
- an officer, director, or member of the above-named nonprofit corporation; or
- a member or manager of the above-named limited liability company; or
- a partner of the above-named limited partnership; or
- a trustee or beneficial owner of the above-named statutory or business trust.

Additional Required Documentation or Filings

- Comptroller of Public Accounts Tax Clearance Letter
- Letter of Consent or Amendment to Certificate of Formation or Registration (Required when entity name is no longer available.)

Execution

The undersigned declares under penalty of perjury, and the penalties imposed by law for the submission of a materially false or fraudulent instrument, that the undersigned is authorized to make this request; that the statements contained herein are true and correct, and that tax clearance was not obtained by providing false or fraudulent information.

Date: 4/26/22

BY: RAJU BHAGAT

Signature of authorized person (see instructions)

Raju Bhagat

Printed or typed name of authorized person

RECEIVED

MAY 09 2022

Secretary of State

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528



April 29, 2022

SHORELINE HOSPITALITY GP, INC.
105 N MAGNOLIA ST
ROCKPORT TX 78382-2748

Tax Clearance Letter for Reinstatement*

To: Texas Secretary of State
Corporations Section

Re: SHORELINE HOSPITALITY GP, INC.
Taxpayer number: 32056991261
File number: 0802196725

The referenced entity has met all franchise tax requirements and is eligible for reinstatement through May 16, 2022.

Comptroller of Public Accounts
Account Maintenance Division
Franchise Tax Section
1-800-531-5441 ext. 34402 or 512-463-4402

* The reinstatement must be filed with the Texas Secretary of State on or before the expiration date of this letter. After this date, additional franchise tax filing requirements must be met, and a new request for tax clearance must be submitted.

You can file for reinstatement online at www.sos.state.tx.us/corp/sosda/index.shtml. Forms and instructions for reinstatement are available at www.sos.state.tx.us/corp/forms_option.shtml or by calling 512-463-5555. This tax clearance letter must be attached to the reinstatement forms.

Dolcefino Media EXHIBIT R

The Truth is Worth Fighting For

April 16, 2026

Tax Increment Reinvestment Zone No. 3 - Downtown

Attn: Public Records Request
1201 Leopard St., 4th Floor
Corpus Christi, TX 78401

via email: cityopenrecords@cctexas.com

Dear Sir or Madam,

This will serve as a formal request for records under provisions of the Texas Public Information Act, Texas Government Code Chapter 552. Dolcefino Media authorizes payment for production of records sought as detailed below. **Digital production of documents is preferred.** You may redact any information made mandatorily confidential under state law.

Dolcefino Media seeks the following:

1. A copy of the contract including all amendments, between TIRZ #3 and Shoreline Hospitality LP.

The Texas Public Information Act requires that you "promptly produce" the requested records unless, within 10 days, you have sought an Attorney General's Opinion. If you have any questions or need additional information, please contact Hannah McDougal at publicinformation@dolcefino.com or by phone at 713-360-6911 ext 1003.

Respectfully,



Wayne Dolcefino
Dolcefino Media

713.360.6911

publicinformation@dolcefino.com

Houston | Austin