

**NOTICE OF MEETING
SEABROOK ECONOMIC DEVELOPMENT CORPORATION
THURSDAY, DECEMBER 08, 2016 AT 7:00 P.M.**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF SEABROOK WILL MEET ON **THURSDAY, DECEMBER 08, 2016 AT 7:00 P.M. AT SEABROOK CITY HALL**, 1700 FIRST STREET, SEABROOK, TEXAS TO CONSIDER, AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE AGENDA ITEMS LISTED BELOW.

ALTHOUGH THIS IS NOT A SEABROOK CITY COUNCIL MEETING, MEMBERS OF THIS BODY MAY ATTEND AND A QUORUM OF THIS BODY MAY BE PRESENT.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 291-5600 OR FAX (281) 291-5710 FOR FURTHER INFORMATION.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time comments will be taken from the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker. In accordance with the Open Meetings Act, Corporation members may not discuss or take action on any item that has not been posted on the agenda.

2. SPECIFIC PUBLIC HEARING

- 2.1. Conduct public hearing on a project to expend SEDC sales tax funds as an incentive to assist the retention, relocation, construction and improvement of a restaurant owned by Merlion Thai Restaurant Group, Incorporated, including funding of certain administrative expenses and other related costs incident to placing the proposed Project into operation. This public hearing is held pursuant to Local Government Code section 505.159.

Documents:

[SPECIFIC PUBLIC HEARING - MERLION.PDF](#)

3. PRESENTATIONS

- 3.1. EDC Director's report on economic development activities for November 2016. (Chavez)

Documents:

[DIRECTORS REPORT.PDF](#)

- 3.2. 2017 EDC Marketing and Advertising Plan. (Dearman)

Documents:

4. NEW BUSINESS - The Corporation will discuss, consider, and if appropriate, take action on the items listed below.

- 4.1. Consider and take all appropriate action on the incentive agreement for Merlion Thai Restaurant Group. (Chavez)

Documents:

[MERLION - ECONOMIC DEVELOPMENT AGREEMENT.PDF](#)

- 4.2. Consider and take all appropriate action on the BAHEP Annual Quasar Award Banquet attendance. This is a budgeted item. (Chavez)

Documents:

[BAHEP BANQUET.PDF](#)

5. ROUTINE BUSINESS - The Corporation will discuss, consider, and if appropriate, take action on the items listed below.

- 5.1. Approve minutes of the November 10, 2016 meeting. (Patel)

Documents:

[11-10-16 MINUTES.PDF](#)

- 5.2. Update on SH 146 Expansion.

- 5.3. Establish future meeting dates and agenda items.

THE EDC BOARD RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE) THAT JUSTIFIES EXECUTIVE SESSION TREATMENT.

CERTIFICATE

I certify that this notice was placed on the bulletin board at Seabrook City Hall on or before Monday, December 05, 2016 at 5:00 p.m. and that it will remain posted until the meeting has ended.

Pat Patel
EDC Administrative Assistant



Notice of Project of the Seabrook Economic Development Corporation
Relating to Incentives for Merlion Restaurant Group Incorporated (Merlion Thai Restaurant)

NOTICE IS HEREBY GIVEN that the Seabrook Economic Development Corporation (“SEDC”) intends to undertake a project for economic development consistent with the purposes and duties as a Type B corporation by providing incentives through SEDC sales tax revenue to promote or develop new or expanded business enterprises and/or that create or retain primary jobs in or near the City of Seabrook. SEDC is proposing to expend SEDC sales tax funds as an incentive to assist the retention, relocation, construction and improvement of a restaurant owned by Merlion Restaurant Group, Incorporated, (Merlion Thai Restaurant), (“Project”), including funding of certain administrative expenses and other related costs incident to placing the proposed Project into operation. SEDC funding will be pursuant to approved Project plans and conditions imposed in a performance agreement providing a total potential funding by SEDC in an amount not to exceed \$111,852.50 based upon reimbursement of the amount of EDC tax paid, not to exceed 10 years or \$40,000, (whichever comes first); reimbursement of impact fees paid, in an amount not to exceed \$33,252.50; and incentives for the completed Project construction/improvements, including parking and sidewalks with related public easement in an amount not to exceed \$38,600. Payment of such expenditures is authorized for Projects under Texas Local Government Code, including Sections 505.158, 505.152, and related provisions.

Pursuant to Texas Local Government Code section 505.159, the SEDC shall hold a public hearing for the Project on December 08, 2016, at 7:00 p.m. at Seabrook City Hall, 1700 First Street, Seabrook, Texas

Pursuant to Texas Local Government Code Section 505.160, and 505.302, proceeds of the sales tax imposed under Chapter 505 may be used to pay the costs of projects of the types added to the definition of “project” by Subchapter D, unless, not later than the 60th day after the date of this notice, the City Council of the City of Seabrook receives a petition signed by more than 10 percent of the registered voters of the municipality requesting that an election be held before tax proceeds may be used to promote new or expanded business development.

CERTIFICATE

I certify that this notice was posted on the bulletin board of Seabrook City Hall on November 16, 2016 and published in THE CITIZEN newspaper on November 16, 2016.

Pat Patel

Pat Patel
EDC Administrative Assistant



DATE: December 08, 2016

TO: EDC Board

FROM: Paul Chavez, EDC Director

RE: Monthly Activities for November

My action items over the past 30 days include:

Week of October 31

- Review with Gayle and Sean on the improvement value of the Tookie's Seafood site for EDC incentive qualification
- Seabrook Economic Summit on Wednesday, November 2nd
- Meeting with new owners of Miramar Shopping Center with City Manager
- BAHEP Broker Reception Event on Wednesday night, November 2nd
- Economic Alliance Annual Dinner Meeting on Thursday night, November 3rd
- Prospects meetings include: physical therapy office, mid-level Mexican restaurant, high-end steak restaurant

Week of November 7

- Filing annual Comptroller's Report on EDC eminent domain
- RED News advertising meeting
- Follow up with SH146 church property owner
- Follow up with Cushman Wakefield on market area demographics
- Follow up with intro meeting with POHA economic analyst
- Follow up with Hope Development Partners
- Create Economic Development one-sheet for developers / businesses applying for permits at City Hall
- Review Buy Local campaign with Anderson Advertising
- Work on Landscape Improvement component for façade improvement plan
- Follow up with JLL on the properties they represent in Seabrook
- Follow up with Rob Hardy on his site renderings for my prospects
- Time Management Seminar on Thursday

Week of November 14

- Provide summary to Pam & Michael on EDC Goals for 2015-2016
- Meeting with HBJ advertising manager with LeaAnn Dearman
- Continue revisions to Seabrook Incentive Application and Policy
- Follow up with brokers on (a) advertising campaign for 2017 and (b) any updates to Seabrook real estate

- Attend the TML EDC Conference with Gayle Cook from Wednesday to Friday

Week of November 21

- Reach out to retail recruitment consultants and request a complementary leakage report from each for our market area.
- Review Retail Live! Tradeshow and schedule for 2017. Also start planning for ICSC – RECON 2017.
- Review data materials for prospects on our Web site.
- Follow up with medical /professional office developer on site visit last week.
- Continue edits and updates to the Seabrook Incentive Application and Storefront Façade Improvement Program. Continue working on an update to the application process that will apply to ALL of our incentive programs... eliminating the need for separate applications for each!
- Follow up with CVS on their relocation questions plus prospect for Old Seabrook.

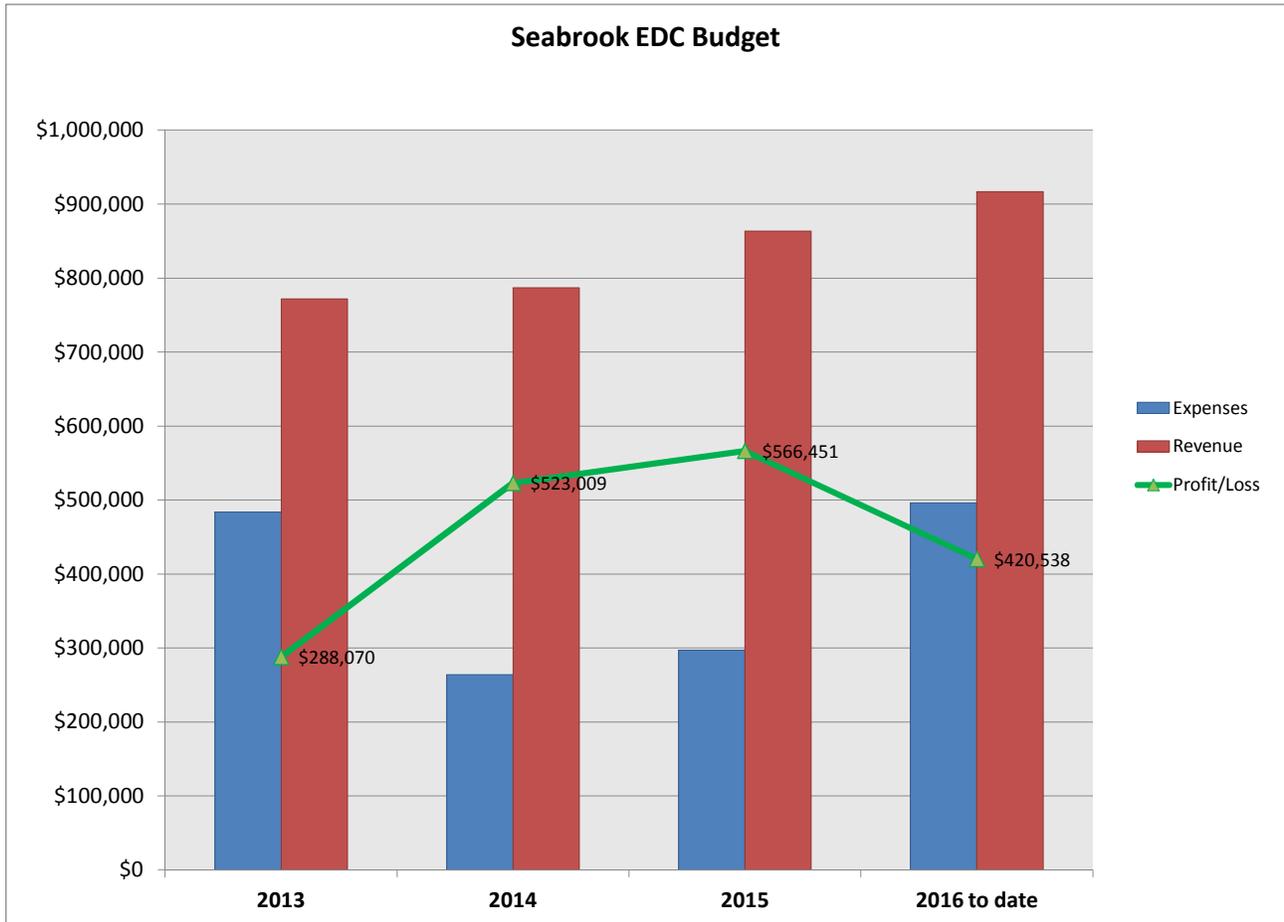
Week of November 28

- Continued work on updating the Seabrook Incentive Policy along with integrating all of our incentive programs into the same format / forms. My goal is to have this ready for presenting to the board in January.
- Research and compile a purchasing policies from other EDCs in Texas to develop a draft for the board's review in January.
- Meeting with the Seabrook Marina on their new prospect for the former Sundance Grill site.
- Follow up with Rob Hardy on his latest site development.
- Economic Alliance Houston Port Region – Public Policy meeting
- BAHEP Prospect review Meeting
- Economic Alliance Taskforce Meeting
- 2017 advertising schedule meeting with LeaAnn
- Conference call with SWA on updates/review of the SH146/Main Street Branding Plan

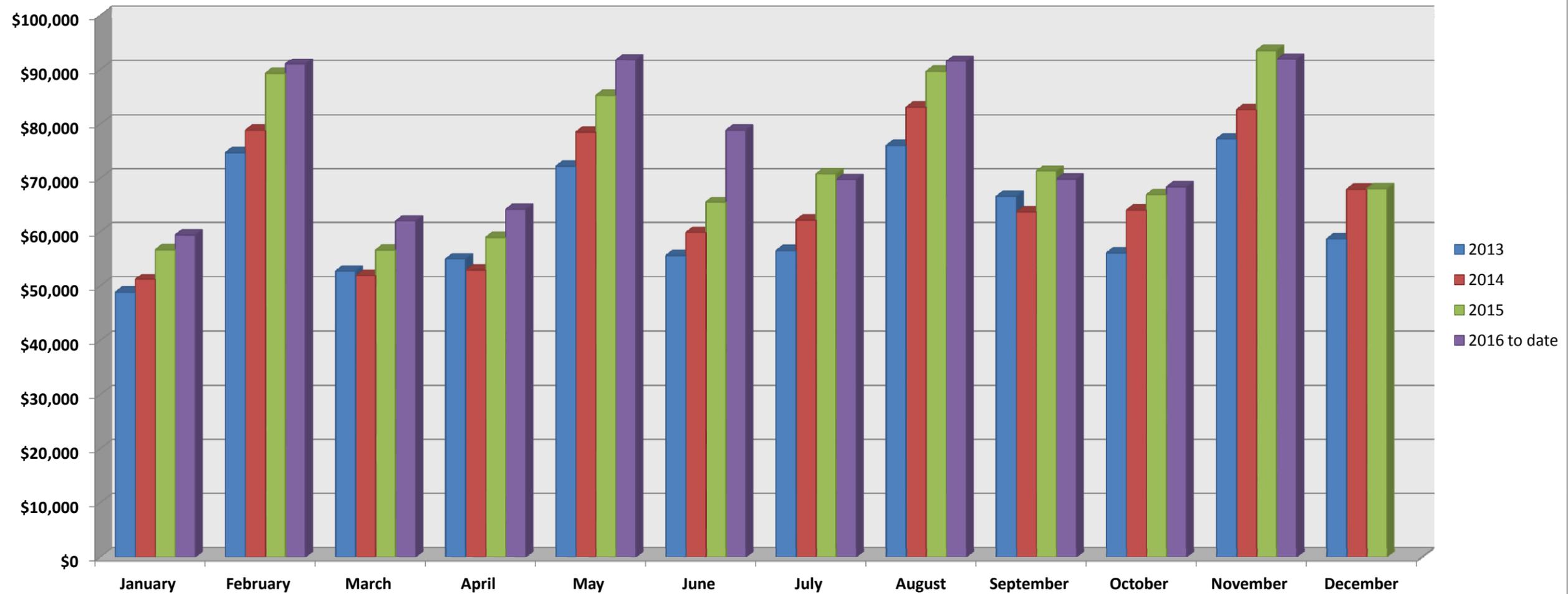


Seabrook Economic Development Corporation Budget -- 2013 - 2016 to date

	2013	2014	2015	2016 to date
Expenses	\$483,745	\$263,828	\$297,000	\$496,028
Revenue	\$771,816	\$786,837	\$863,451	\$916,566
Profit/Loss	\$288,070	\$523,009	\$566,451	\$420,538



SEDC Sales Tax Revenue 2013 - 2016 to date



SEABROOK ECONOMIC DEVELOPMENT CORPORATION -- 2016-2017 BUDGET

EXPENSES	BUDGET													TOTAL	REMAINING
		10/31/2016	11/30/2016	12/31/2016	1/31/2017	2/28/2017	3/31/2017	4/30/2017	5/31/2017	6/30/2017	7/31/2017	8/31/2017	9/30/2017		
4010 - Office Supplies	100	0	0											0	100
5010 - Advertising	82,000	1,710	2,952											4,662	77,338
5020 - Dues & Subscriptions	1,485	0	2,096											2,096	-611
5030 - Services	2,430	0	0											0	2,430
5182 - Trail Maintenance	30,000	0	0											0	30,000
5215 - Engineering / GIS	40,000	0	0											0	40,000
5220 - Legal	36,000	3,000	3,000											6,000	30,000
5227 - Consulting	52,806	0	0											0	52,806
5300 - Training & Conferences	21,000	750	47											797	20,203
5465 - Misc Expenses	1,500	14	53											67	1,433
5617 - Economic Development Projects	250,000	0	0											0	250,000
5620 - Econ Dev Incentive Program	551,750	0	0											0	551,750
6250 - Administrative Services	200,000	16,667	16,667											33,333	166,667
6255 - Transfer to Enterprise Fund Project	198,250	16,521	16,521											33,042	165,208
	\$1,467,321	\$38,661	\$41,336	\$0	\$79,997	\$1,387,324									

REVENUE													TOTAL	DELTA	
	10/31/2016	11/30/2016	12/31/2016	1/31/2017	2/28/2017	3/31/2017	4/30/2017	5/31/2017	6/30/2017	7/31/2017	8/31/2017	9/30/2017			
7100 - Sales Tax *	835,619	68,397	92,005											160,402	675,217
9510 - Interest Income	8,000	1,085	5											1,089	6,911
9520 - Other Income	1,000	0	0											0	1,000
	\$844,619	\$69,482	\$92,010	\$0	\$161,492	\$683,127									
TOTAL PROFIT / (LOSS)	-\$622,702	\$30,821	\$50,674	\$0	\$81,495										

* Sales tax figures are from two months prior of posting date.
e.g. - October sales tax revenues were generated in August

FUND BALANCE

this number does not include the obligated budget figures, but it does include the \$180,000 required reserved fund balance

\$3,349,358	\$3,400,032														
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6255 - Transfer to Enterprise Fund Project - water tank relocation project

BAY AREA HOUSTON ECONOMIC PARTNERSHIP PROJECTS

Entities Involved		Project Source		Target Legend	
City of Clear Lake Shores	C	Ally	A	A	Aerospace / Aviation
City of Dickinson	D	Broker	B	B	Bio / Medical / Health
City of El Lago	E	Consultant	C	C	Chemicals / Plastics
City of Friendswood	F	Governor's Office	G	D	Defense Related
City of Houston	H	Phone/ Website	P	E	Environmental / Marine Research
City of Kemah	K	SATOP	O	H	Hospitality / Hotels / Tourism / Recreation
City of La Porte	LP	Staff	S	IT	Information Technology / Communications / Telecom
City of League City	LC	Tradeshow	T	M	Manufacturing
City of Morgan's Point	MP			MN	Miscellaneous
City of Nassau Bay	NB			O	Office
City of Pasadena	P			R	Retail or Mixed Use
City of Seabrook	S			W	Warehousing / Distribution
City of Taylor Lake Village	T			MX	Mixed Use
City of Webster	W				
Galveston County	G				
Harris County	HC				

BAHEP Lead	Entities Involved	Project Name	Business Type	Source	Began	Jobs	Acreage	Required SF	Target	Status Date	Status
JS/DS	H,HC	Eagle	Manufacturing	G	Aug-16	300	40	455,000	A	9/29/16	Aerospace company looking to build facility to house large scale manufacturing of aerospace components. Working with HAS to site at Ellington. Total capital investment of \$180 million.
CS	LP,P	BTS	Manufacturing	P	Aug-16	45	5	N/A	C	9/26/16	BAHEP was contacted directly by a California chemical company looking for a site to lease in Bayport. The land requirements are small but need access to multiple feedstock.
DS/CS	P	RowRow	Misc.	A	Aug-16	N/A	N/A	N/A	MN	9/29/16	BAHEP is assisting in acquiring FTZ agreements for company.
JS/DS	H,HC	SST	Manufacturing	G	Aug-16	100	40	500,000	A	9/29/16	BAHEP was contacted by the Governor's office regarding a company looking to site at Ellington to build facilities for the manufacturing of super sonic business jets. BAHEP is working with HAS and the City of Houston on the project.
BC/DS	H,HC	Knightrider	Manufacturing	P	Aug-16	2,000	40	300,000	A	9/29/16	BAHEP is working with company officials on due diligence items.
CS	BAHEP	Produce	Warehouse & Distribution	A	Sep-16	N/A	30	N/A	W	9/26/16	BAHEP was contacted by a development group looking to build cold storage facilities near the Port. BAHEP is working to find sites that are ideal for this operation.
BC	G, HC	Blackbird	Medical Device Manufacturer	P	Oct-16	150	na	125,000	B	11/3/16	Project is a medical device manufacturer with a presence in Boston. This would be a new product -- waiting on FDA approval. Company is looking for big incentives! This is a primary concern; location is secondary. BAHEP forwarded information to the consultant regarding 4 cities/counties interested in pursuing the \$38 million project.
CS	LP, P, H	Blue Sky	Manufacturing	A	Nov-14	45	20	N/A	M	11/29/16	CLOSED - Prospect did not move forward with the project in the U.S Prospect was Asian pipe manufacturer looking to build a pipe processing facility in a heavy industrial zone near a large seaport.
BC	P, LP, H	T Shirt	Production & Warehouse	G	Mar-16	150	N/A	85,000	W	11/29/16	RETIRED - Gov's office hasn't heard from the company. Prospect is in printing production business. \$2 million capital investment. Existing 60-85,000 SF is needed in TX major metro area. BAHEP submitted 8 sites.
DS/JS	H	Peregrine	Manufacturing	G	Oct-15	140	130	800,000	A	11/28/16	Latest: project on hold pending final engine development and selection. This is a large aerospace company looking at multi-phase development for production of supersonic general aviation jet. Working w/HAS & CoH to market Ellington. Total capital investment over \$140 million. First site visit occurred November 2015. We made the short list! Latest site visit was 8/8.
DS	BAHEP	Health	Healthcare	A	Jan-14	N/A	N/A	40,000	B	11/28/16	Company negotiating incentive package with city and developer. \$30 million deal. Company principals visited Houston in June and September to recruit partners interested in serving on their board.
CS/JS	LP, P	Jasmine	Manufacturing	A	Aug-15	50	30	N/A	C	11/28/16	CLOSED - Emissions are too high for a non-attainment zone. Project was a chemical manufacturer needing 30 acre site w/room to expand, rail access, high energy user, water, LPG.
CS/JS	LP,P	Oryx	Manufacturing	A	Jul-15	N/A	N/A	100,000	M	11/28/16	CLOSED - Company chose an out-of-state site. Project was a Miami based company looking to expand in Texas to service central U.S., searching for 60-100K sf facility, prefer rail.
JS/CS	BAHEP	Red Onyx	Manufacturing	G	Jun-15	230	20	200,000	M	11/28/16	CLOSED - Prospect wanted food-grade existing facility, not available in our area. This was a multi national food and beverage packaging company looking for 200-250K of space for production & warehouse.
CS	BAHEP	Mo	Manufacturing	T	Feb-16	30	10	50,000	M	11/21/16	Chemical processing equipment manufacturer based in Missouri looking for footprint on Texas Gulf coast. The prospect company has been advertising in the area and looks to gain more clients in the area before choosing a site.
CS/JS	BAHEP	AJ	Manufacturing	B	Jun-15	N/A	2	30,000	M	11/21/16	Broker contacted us looking for an industrial building 15-30k sf w/room for a laydown yard, 2k sf for office.. Crane ready preferred. Latest news: Prospect has placed project on hold while considering a build-to-suit that includes a needed laydown yard and overhead crane.

BAY AREA HOUSTON ECONOMIC PARTNERSHIP PROJECTS

CS	LP	Pink Rose	Manufacturing	A	Jul-16	150	75	N/A	C	9/15/16	BAHEP is assisting with the site search & visit of a chemical company based out of Korea. The project is heavy industrial & requires feedstock available in the Battleground & Bayport Industrial Districts. The company requires rail and access to port facilities.		
CS	BAHEP	Watkins Glen	Manufacturing	G	Apr-15	95	3	20,000	M	9/15/16	Foreign developer is looking for a manufacturing site for electronics production units. Several land sites were submitted.		
BC/DS	F	WP	Mixed Use	A	Jan-16	N/A	135	N/A	MX	8/10/16	For the land owner, BAHEP provided a list of developers interested in marketing the property and/or developing it. BAHEP recently met with the owners for an update; a developer/commercial broker company has been hired. A meeting was held in July to meet with the city, developer, owners and BAHEP.		
CS	HC	Agro	Warehouse & Distribution	A	Apr-16	150	30	N/A	W	7/11/16	Prospect is performing due diligence on a site in the Seabrook Industrial District for a 300K sf cold storage facility w/an investment value of \$30M. BAHEP is working with the prospect on incentives and other project details.		
BC	BAHEP	Carry On	Manufacturing	G	Feb-16	50	N/A	50,000	M	7/1/16	Chinese company looking for existing space for a light manufacturing facility near the port of Houston. Investment of \$3 to \$5 million for equipment. BAHEP submitted one site. Latest news is: This project is still active and based on my conversation with the company last week they have not prepared a short list of sites yet but Texas is still under consideration.		
BC	BAHEP	Diego	Manufacturing	A	Jan-15	15	N/A	8,000	B	6/29/16	Several sites were submitted to a medical device manufacturer seeking 8,000 SF to relocate from California. They are also considering CT, TN or FL as well as other Texas cities. Average salary is \$50,000; capital investment is \$575,000 for FF&E. Space will grow to 30,000 SF and employees to 75. Company exports 40% of its product out of the US. Latest news is that the company is still looking for money.		
CS/JS	P	Gruber	Manufacturing	P	Jul-15	N/A	24	N/A	C	6/27/16	German company seeking to locate in Bayport to set up next to company producing EO for feedstock. Company has made offer on a couple sites. Site visit was in November.		
BC/CS	LP	LPTC	Mixed Use	A	Jan-16	N/A	25	N/A	MX	6/23/16	BAHEP met with principals recently for a project update. BAHEP is assisting with due diligence as needed for potential tenants.		
CS	LP, P	St. Nick	Manufacturing	C	Nov-15	30	10	50,000	C	6/15/16	Consultant working for foreign chemical company contacted BAHEP looking for 10 acre site to build 50K sf facility for automotive fluids (EG) production. Sites include La Porte and Pasadena. Have asked for update.		
BC	BAHEP	Skate	Recreation	A	Sep-14	25	5	10,000	H	6/14/16	Company is still looking at sites for this sports / entertainment venue. Partners have purchased land, possibly to build there, and are working on a site plan.		
BC	BAHEP	Zip	Recreational Entertainment	A	Dec-15	N/A	N/A	100,000	R	6/8/16	This sports entertainment company needs to expand ASAP and is looking for existing space that can be retrofitted (like a grocery store). Nothing has panned out yet so we hope to convince the prospect to build.		
CS	LP, P	Stanley	Manufacturing	C	Sep-15	100	25	N/A	C	6/1/16	Consultant contacted BAHEP looking for 20 -30 acre site w/rail access and tie-ins to ethylene & propylene.		
BM/KM	H	SPED	Institutional	A	May-16	15	N/A	20,000	A	5/20/16	This is an academic projects related to the space industry. Submitted requested information: maps, fire and police response times, cultural venues, hotels, restaurants -- all part of a big proposal! There is competition from other states; we're the only consideration for Texas. The proposal is being turned in late summer; company would like to begin in January 2017.		
BC	LC	Riverbend	Retail & Hospitality	B	Apr-16	N/A	60	N/A	MX	5/11/16	Developer is working on a 60-acre tract, looking for a hotelier, entertainment & retail. BAHEP met with hotel consultant in May. Currently, BAHEP is working with development team on due diligence items.		
BC	P	Call Center	Call Center	B	Mar-16	100	N/A	50,000	IT	4/7/16	Prospect wants to be in close range of BW 8. Looking for a training center for 100 people.		
JS	H	Powerball	Manufacturing	P	Feb-16	150	N/A	25,000	M	3/8/16	Houston company looking to develop solar energy storage, initially in partnership with local university.		
BC	BAHEP	Grind	Coffee Café	T	Feb-16	15	N/A	1,000	R	2/18/16	Coffee house is looking for a second location in Bay Area Houston. We have several cities with some great sites for him to consider. He has requested that I call back in a month as he is in the middle of a remodeling project.		
BC/CS	NB	Golf Cart	Chemicals	S	Apr-14	10	N/A	5,500	O	12/2/15	Prospect says the project is still in play, but obviously delayed. Just need to get the project approved by new management.		
DS	H	ANA	Manufacturing	G	Feb-15	200	25	220,000	M	8/25/15	This project, originally begun in 2010, is a final assembly manufacturing operation for a new training aircraft for the US Air Force. It replaces the T-38 talon jets. The submittal we sent to them in 2010 was updated and resubmitted. Latest news: We've asked for an update.		
DS	H	Spider	Manufacturing	A	Feb-15	200	25	220,000	M	8/25/15	This is a final assembly manufacturing operation for a new training aircraft for the US Air Force. It replaces the T-38 talon jets. We submitted one site. Latest news: We have asked for an update from the military liaison.		
						4,545 (Jobs)	809 (Acres)	3,464,500 (Sq. Ft.)					
						Total	36						
						Industries							
						5 Aerospace / Aviation (A)							
						3 Bio / Medical / Health (B)							
						6 Chemicals / Plastics ©							
						0 Defense Related (D)							
						0 Environmental / Marine Research (E)							
						1 Hospitality / Hotels / Tourism / Recreation (H)							
						1 Information Technology / Communications / Telecom (IT)							
						10 Manufacturing (M)							
						1 Miscellaneous (MN)							
						1 Office (O)							
						2 Retail (R)							
						3 Mixed use							
						3 Warehousing / Distribution (W)							



SUMMARY

This detailed document will outline the City's economic development marketing efforts for the 2017 calendar year. This year's multimedia campaign will focus on the "Seabrook Love" theme to continue the positive branding efforts for the City of Seabrook.

It is the understanding of the City at this time, that the SH 146 Expansion Project is preventing developers and businesses from pursuing Seabrook for their ventures. Therefore, until the expansion project breaks ground, or at least until Union Pacific comes to an agreement with TxDOT, it is important for the City's marketing and advertising efforts to focus on our brand and our Return on Relationship (ROR), rather than our Return on Investment.

The "Seabrook Love" theme is a concept that was developed during the City Council's annual Strategic Planning Meeting. As already mentioned, due to the negative impacts of the SH 146 Expansion Project, it has become very difficult for current marketing efforts to have a visible ROI. However, both current and future efforts ultimately establishes Seabrook as a "loveable" community with a small business base, that is seeking not just to acquire new businesses and developments, but to build positive relationships with them.

This year's marketing and advertising campaign will continue to brand Seabrook in such a way that makes it stand out from other Houston communities. A brand that is about relationship building. The schedule will incorporate new and innovative ways to market Seabrook, while also retaining visibility in several popular business and development publications.

CONCEPT

The concept of this campaign will combine a mix of digital and print marketing and editorial pieces over multiple platforms to help reach not only our target business audience, but to also impact our existing businesses, residents and visitors. Efforts to start laying the groundwork have already begun with the use of the #SeabrookLove in our social media posts; development of promotional materials such as t-shirts and koozies; and the general Seabrook Love theme seen in our E-Newsletter and Bi-Annual City Review.

Moving forward the Communications and Marketing department will design and develop www.seabrooklove.com, which will also be the redirect for www.iheartseabrook.com and www.visitseabrook.com. This interactive and responsive website will highlight local businesses, provide maps and tools to visitors and ultimately brand Seabrook as a place to LOVE. In addition to

the website, videos and other digital assets will be created for shareable content across all of our marketing platforms.

To help reach the development community, the Communications and Marketing department will also work with the EDC to develop a Partnership and Incentive Program that allows area developers and commercial real estate agents to share cost for advertisements in popular publications like the Houston Business Journal and REDNews. Both of these publications offer unique digital content that reaches thousands of developers across the country.

FIRST QUARTER MARKETING

January 1 through March 31

The anticipated climate during the first quarter will be very similar to the end of 2016. While it is our hope that Union Pacific will come to agreement with TxDOT sooner rather than later, it is still unknown. TxDOT has been and will still be actively pursuing the acquisition of businesses along the corridor. This will be the time to develop and implement a strong “Seabrook Love” brand for the city.

- ★ Development of SeabrookLove.com - Go Live Date January 31, 2017
- ★ #SeabrookLove Social Media Push - Weekly Post Pledge
- ★ Seabrook Love Email Blasts - One email per month beginning in February distributed to the city’s list serve and media highlighting area businesses and things to LOVE in Seabrook
- ★ Paid social media advertising encouraging retail and dining ventures - One per month during the quarter
- ★ HBJ Run of Site Ad February 1-28 130K Impressions
- ★ REDNews Full Page Ad plus Editorial about Seabrook - March 17
- ★ REDNews Property EBlast (Potential Partnership/Incentive Opportunity)
- ★ REDNews.com Top Banner - Date TBD
- ★ REDNews Weekly Digital Newsletters - Dates TBD
- ★ My Business Belongs in Seabrook - Expected production date March - Business TBD

SECOND QUARTER MARKETING

April 1 through June 30

It is anticipated that during the second quarter of 2017 we will start to see a shift in the climate surrounding the SH 146 Expansion Project. More TxDOT business acquisitions will be complete resulting in businesses along the corridor closing their doors. Now is the time to start influencing the decision makers.

- ★ Development of Seabrook Love video highlighting local businesses and attractions
 - ★ #SeabrookLove Social Media Push - Weekly Post Pledge
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- ★ Seabrook Love Email Blasts - One email per month during the quarter distributed to the city's list serve and media highlighting area businesses and things to LOVE in Seabrook
 - ★ Paid social media advertising encouraging retail and dining ventures - One per month during the quarter
 - ★ My Business Belongs in Seabrook - Expected production date April - Business TBD
 - ★ HBJ Run of Site Ad April 1-30 130K Impressions
 - ★ HBJ Strip Ad May 19 Heavy Hitters List Edition
 - ★ HBJ 11x17 Glossy Insert (fold to 4 pages) - June 2 Geographic Spotlight: Bay Area Edition
 - ★ REDNews Property EBlast (Potential Partnership/Incentive Opportunity)
 - ★ REDNews.com Top Banner - Date TBD
 - ★ REDNews Weekly Digital Newsletters - Dates TBD

THIRD QUARTER MARKETING

July 1 through September 30

By now the SH 146 Expansion Project should be very visible to the public. It will now be time to start strategizing on how to keep the Seabrook Love theme going while at the same time developing a marketing strategy to promote businesses during construction.

- ★ Development of the 2018 Marketing Campaign Plan - "We Are Open for Business"
- ★ #SeabrookLove Social Media Push - Weekly Post Pledge
- ★ Seabrook Love Email Blasts - One email per month during the quarter distributed to the city's list serve and media highlighting area businesses and things to LOVE in Seabrook
- ★ Paid social media advertising encouraging retail and dining ventures - One per month during the quarter
- ★ My Business Belongs in Seabrook - Expected production date August - Business TBD
- ★ HBJ Digital Native Content Article September 1-30
- ★ REDNews Front Cover plus Editorial August 17
- ★ REDNews Property EBlast (Potential Partnership/Incentive Opportunity)
- ★ REDNews.com Top Banner - Date TBD
- ★ REDNews Weekly Digital Newsletters - Dates TBD

FOURTH QUARTER MARKETING

October 1 through December 31

Celebration Seabrook falls in the middle of the Fourth Quarter and with Council approval it will take place on November 11, 2017. The 2016 event had incredible marketing success with special live segments by all three major Houston networks and over \$75,000 worth of in-kind media partnerships. During this quarter it will be important to focus on the event letting the community and businesses

know that the SH 146 will not have a significant impact on annual events. Celebration Seabrook is an ideal platform for Seabrook Love marketing.

- ★ Incorporate Seabrook Love into all Celebration Seabrook advertising efforts
- ★ #SeabrookLove Social Media Push - Weekly Post Pledge
- ★ Seabrook Love Email Blasts - One email per month during the quarter distributed to the city's list serve and media highlighting area businesses and things to LOVE in Seabrook
- ★ Paid social media advertising encouraging retail and dining ventures - One per month during the quarter
- ★ My Business Belongs in Seabrook - Expected production date December - Business TBD
- ★ HBJ The Bottom Line/Slider Ad October 1-31
- ★ REDNews Front Cover with Center Spread and Editorial October 17
- ★ REDNews Property Eblast (Potential Partnership/Incentive Opportunity)
- ★ REDNews.com Top Banner - Date TBD
- ★ REDNews Weekly Digital Newsletters - Dates TBD

MEASURABLES

The Communication and Marketing department will continue to provide bi-annual reports on all marketing and advertising efforts including all website analytics for both the SEDC pages and the new SeabrookLove.com site. In an effort to provide more measurables to the board, the department has reduced the number of print advertisements and will now be focusing their efforts on digital content that will provide more metrics for review.

EXPENDITURES

The 2016/17 SEDC Advertising Budget allocates for the corporation to spend up to \$40,000 on advertising efforts. The 2017 Marketing and Advertising Campaign expenditures will be broken down as follows:

- ★ \$1,200 on Social Media Advertising
 - 1 ad per month at \$100 each with approximately a 12,000 reach and over 400 website clicks.
 - ★ \$19,000 Houston Business Journal Advertising
 - Two Run of Site Ads at \$2,600 each = \$5,320
 - One Print Strip Ad at \$930
 - One 11x17 Glossy Insert in Bay Area Edition at \$5,600
 - One Month of Native Content Article on Run of Site at \$4,160
 - One Month of The bottom Line/Slider Ad at \$2,990
 - ★ \$16,485 REDNews Advertising
 - Eblast Package of 40 - \$5,200
 - REDNews.com Top Banner - 12 Weeks at \$1,050
 - REDNews Weekly Digital Newsletter - 36 weeks at \$2,250
-

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of _____, 2016, by and between the **Seabrook Economic Development Corporation**, situated in Harris County, Texas ("SEDC"), and **Merlyon Restaurant Group Incorporated, currently doing business as Merlion Thai Restaurant and Lounge on 4th Street**, located currently at 1301 4th Street, Seabrook, TX 77586, a Texas corporation, with registered office located at 1301 4th Street, Seabrook, TX 77586, and registered agent Brooke Amber Villanueva at 5315 Twin Cedar Lane, Dayton, TX 77535, ("Owner" or "Developer"), the SEDC and Owner herein collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Developer/Owner proposes to enter into an agreement to construct a commercial building consisting of a 4,300 square foot restaurant to relocate its existing restaurant owned by Merlyon Restaurant Group, Incorporated, currently located at 1301 4th Street, Seabrook, TX 77586, Seabrook, Texas, operating under the name of Merlion Thai Restaurant and Lounge on 4th Street, and pursuant to this Agreement to be relocated to _____ on _____ [short legal description] and which location is more particularly described and depicted in Exhibit "A" and made a part hereof, hereinafter referred to as ("Project Facilities"); and

WHEREAS, Developer proposes to erect/construct the new commercial building(s), consisting of at least 4,300 square feet, with exterior build-out, including wooden decks, open patio, landscaping/buffer, parking, and a dedicated public easement to allow for its construction of a sidewalk, (as depicted in the attached final Site Plan, a true and correct copy of which is attached hereto and incorporated with the exhibits included in Exhibit "B"), the total estimated cost of which is \$_____, which upon completion of such construction, Developer proposes to

occupy and use as a full-service restaurant, collectively employing a minimum of _____ (___) full and part time employees, (the "Project"); and

WHEREAS, Developer has applied to the SEDC for a business incentive grant to help defray a portion of the costs of construction referred to above, a copy of which application and related documents including project summary, budget, and related layout depictions, specifically including the final Site Plan (all such documents collectively referred to herein as the "Application") which are attached hereto and made a part hereof as Exhibit "B", which is incorporated by reference. The representations contained in the Application, as well as Owners representations before the SEDC are being specifically relied upon by the SEDC as true and correct in considering Owner's/Developer's Application for the Project; and

WHEREAS, Owner has proposed Project Facilities (that include relocation, acquisition, site improvements, construction, and related improvement costs), and submitted a Project Summary and budget to SEDC, estimated to total at least \$_____ for the Project Facilities and Project, as reflected in Exhibits "A" and "B", and has requested reimbursement from SEDC as an incentive for the Project Facilities/Project, for an amount not to exceed **\$111,852.50**, as determined by SEDC; and

WHEREAS, pursuant to the Texas Local Government Code, Chapters 501 and 505 together with related authority, Economic Development Corporations of municipalities are authorized to establish programs to promote the creation or retention of jobs and/or that promote or develop new or expanded business enterprises in the municipality; and

WHEREAS, in accordance with such enabling laws, SEDC has adopted "Economic Development Incentive Programs, as provided for in SEDC Resolution 2016-1," and related incentives (the "Program"); and

WHEREAS, SEDC hereby finds and determines that Developer's/Owner's proposed Project, together with the proposed Project Facilities, as set forth in the Application, the final Site Plan and related documents provided, meets the minimum eligibility requirements for an economic incentive grant pursuant to the Program; and

WHEREAS, SEDC hereby finds and determines that the Project, as depicted by Developer/Owner in the Application and related correspondence, encourages the creation or retention of jobs and/or promotes or develops new or expanded business enterprises in the municipality and can be reasonably anticipated to act as a catalyst for further economic development, particularly tourism and revitalization of Old Seabrook in the City of Seabrook; and

WHEREAS, SEDC, in reliance upon Developer's/Owner's representations desires to provide an economic development incentive grant under the Program to induce Developer/Owner to proceed with the implementation of the Project; now therefore,

FOR AND IN CONSIDERATION of the mutual promises, covenants, and agreements herein, the Parties agree as follows:

I. Inducement by SEDC. Conditioned upon: the findings of the above preamble being true and correct; Developer's/Owner's representations as being true and correct; compliance with the guidelines of the Program, City Code of Ordinances, and this Agreement; approval by the Seabrook City Council; completion of the Project/Project Facilities in accordance with the final Site Plan; and final approval of completion and determination of compliance by SEDC; SEDC will provide, in the form of a reimbursement to Developer/Owner, an economic incentive grant ("Grant"), for the Project Facilities and Project, a total amount not to exceed **\$111,852.50** as provided hereafter:

(a) Reimbursement of the amount of EDC tax paid by Owner, not to exceed a term of 10 years or an amount exceeding **\$40,000** of the total SEDC

reimbursement payments, (whichever comes first), which shall be payable by SEDC to Owner within 30 days after Owner's payment of same to City;

(b) Reimbursement of impact fees/administrative costs paid by Owner, in an amount not to exceed **\$33,252.50**, which shall be payable by SEDC to Owner within 30 days after Owner payment of same to City; and

(c) Conditioned upon City approval of final Site Plan, (which shall include specific detail of parking and public sidewalks), and required recordation of public easement acceptable to City, (with applicable lender consent and prior approval of easement by City), SEDC shall make payment in an amount not to exceed **\$38,600**, payable within thirty (30) days following filing and recordation of the subject public easement in compliance with the final Site Plan and Project Facilities.

II. Performance by Developer.

A. Improvements to Project Facilities. Developer/Owner shall provide for the construction and build-out of the Project Facilities/Project as set forth in the Application. Construction shall be substantially complete on or before **July 1, 2017**.

B. Employment. Owner/Developer, pursuant to the Project shall, within 30 days following the date of issuance of Grant funds, collectively employ not less than full and part-time employees.

III. Recapture for Default. Grant funds provided hereunder by SEDC shall be contingent on compliance with the provisions of Sections I and II above. In the event of default on any of such requirements, and failure to completely cure any such default within thirty (30) days following written notice thereof by SEDC to Developer/Owner, Developer/Owner shall refund to SEDC the full amount of Grant funds provided hereunder.

Any required refund payment shall be remitted to SEDC within thirty (30) days following the expiration of the cure period set forth above, and any delinquent payment shall bear interest at the maximum rate allowed by law.

IV. Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue for any action arising out

of this Agreement shall be exclusively in Harris County, Texas.

V. Notices. Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following addresses or such future addresses as may be designated in writing:

If to Owner/Developer:

Merlyon Restaurant Group, Incorporated
Brooke Amber Villanueva, Authorized Agent/President
5315 Twin Cedar Lane
Dayton, TX 77535

If to SEDC:

City Manager
City of Seabrook
1700 First St.
Seabrook , Texas 77586

Notice shall be deemed received upon actual receipt or upon refusal of receipt.

VI. Assignment and Succession. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective parties. All rights hereunder may be assigned by Developer/Owner without restriction to any wholly owned subsidiary or affiliate of Developer/Owner or other entity controlled by Developer/Owner or by a subsidiary or affiliate of Developer/Owner, provided that notice of each assignment shall be given in writing to SEDC, but no other assignment shall be effective without the SEDC's written approval and consent. Provided further, no assignment hereunder shall be effective without the written acknowledgment and acceptance by the assignee of the duties and obligations of Developer/Owner set forth in this Agreement. Such approval shall not be unreasonably withheld.

VII. Time of Essence. Time is of the essence of this Agreement. However, in the event the date specified or computed under this Agreement for the performance of an obligation by any party, or for the occurrence of any event

provided herein, shall be a Saturday, Sunday or "legal holiday" (defined for purposes hereof as any holiday observed by the City), then the date of such performance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or legal holiday.

VIII. Modification/Entire Agreement Expressed. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by the Parties. This Agreement constitutes the entire agreement between the parties. No party shall be bound by any term, conditions, statement, or representations, oral or written, not herein contained.

IX. Severability. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby; and in lieu of such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

X. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraph contained herein.

XI. Operations. It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business in the Project Facilities. The SEDC and Developer/Owner acknowledge and agree that Developer/Owner may, at its sole discretion and at any time cease the operation of its business in the Project Facilities, and SEDC hereby waives any legal action for damages or for equitable relief which might be available because of such cessation of business activity by Developer/Owner *except for the recapture of Grant funds as specifically set forth in this Agreement.* Provided, however, if Developer/Owner fails to construct the improvements to the Project Facilities/Project as set forth herein, Developer/Owner agrees to reimburse SEDC, on demand for all

costs expended by SEDC or for which it is legally obligated to expend, as a result of its performance of this Agreement. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or other entity between SEDC and Developer/Owner, with regard to the Project, and SEDC shall have no right hereunder to control the operation of Developer/Owner or the Project. Provided, however, nothing contained herein shall be construed as waiving or limiting the power and authority of SEDC or the City of Seabrook to exercise its police powers, or exempt Developer/Owner from complying with lawfully adopted rules, regulations, ordinances, or laws of the State of Texas or SEDC.

XII. Agreement Product of Negotiation. The Parties agree that this Agreement is the product of negotiation, that each Party has been represented by counsel of their own choosing, that each has freely entered into this Agreement after consulting with their counsel, and that this Agreement contains the terms and conditions requested and required by each. This Agreement shall be construed as having been drafted by all Parties and no term or provision shall be construed either in favor of or against a party on the basis that a party did or did not authorize this Agreement.

XIII. Limit Of Appropriation. Prior to the execution of this Agreement, Owner/Developer has been advised by the SEDC and Owner/Developer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the SEDC shall have available as a condition for payment, only those sums as expressly provided for under this Agreement for this fiscal year to discharge any and all liabilities which may be incurred by the SEDC. The total compensation that Owner/Developer may become entitled to hereunder and the total sum that the SEDC shall become liable to pay to Owner/Developer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

The Parties specifically acknowledge that the funds allocated for payment to

Owner/Developer by SEDC are derived from sales tax revenues, and that SEDC has only estimated the anticipated tax revenues to be collected during the term of this Agreement in its budget for Fiscal Year 2015-16, and that no estimates have been made of tax revenues for future fiscal years. Owner/Developer further understands, acknowledges, and agrees that if the tax revenues actually collected in any fiscal year are estimated to be or are actually less than the estimated tax revenues anticipated to be collected during the term of this Agreement, SEDC shall be under no obligation to reimburse Owner/Developer for the amount set forth in Section I. Owner/Developer further acknowledges that this Agreement could be anticipated to extend into future fiscal years, and funds may not be available or budgeted in future fiscal years, and that any anticipation of extension may not be enforceable under the Constitution and laws of the State of Texas.

XIV. Employment of Undocumented Workers. Owner/Developer acknowledges prior notice provided by SEDC/City, that all Agreements related to the construction of the Project shall contain notifications required by Texas Govt. Code Section 2264, such as the following:

During the term of this Agreement, the Owner/Developer agrees not to knowingly employ any undocumented workers as defined in Tex. Govt. Code Sec. 2264.001. If convicted of a violation under 8 U.S.C. § 1324a(f), the Owner/Developer shall repay the amount of the Grants/incentives and any other funds received by the Owner/Developer from the City as of the date of such violation not later than 120 days after the date the Owner/Developer is notified by the City of a violation of this section, plus interest from the date the Grant/incentive was paid to the Owner/Developer, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial

lending rate. The payment of interest shall be as if it had been accruing from the date the Grants/incentives were paid to the Owner/Developer until the date the Grants/incentives are repaid to the City.

IN WITNESS WHEREOF, and as authorized respectively by the SEDC, City Council of Seabrook and Seabrook Hospitality, LP, by and through their respective authorized agents, the parties have executed this Agreement effective the day and year first written above.

SEABROOK ECONOMIC DEVELOPMENT CORPORATION

BY: Paul Dunphey,
Board President

DATE: _____, 2016

ATTEST:

Ernie Davis,
Board Secretary

MERLYON RESTAURANT GROUP, INCORPORATED

Brooke Amber Villanueva
Authorized Agent/President

DATE: _____, 2016

CITY OF SEABROOK, TEXAS

Glenn R. Royal
Mayor

DATE: _____, 2016

ATTEST:

Robin Hicks, TRMC
City Secretary

**BAY AREA HOUSTON ECONOMIC PARTNERSHIP
ANNUAL BANQUET – FEBRUARY 3, 2016 6:30 – 9:30 P.M.
SOUTH SHORE HARBOUR RESORT & CONFERENCE CENTER
CRYSTAL BALLROOM**

TABLE SPONSORSHIP LEVELS & INDIVIDUAL SEATS

Note: All tables seat **eight (8)** guests.

Complimentary wine will be served to all guests during dinner.

Table Level	Platinum	Gold	Silver	Bronze	Individual Seats
Amount Per Table	\$1,650	\$1,400	\$1,300	\$1,200	\$125.00 each
Amenities	Acknowledgement in Program and at the Banquet				
Amenities	Eight (8) Passes to VIP Post Reception	Four (4) Passes to VIP Post Reception	Two (2) Passes to VIP Post Reception		
Amenities	Preferred Seating	Preferred Seating	Preferred Seating	Preferred Seating	

Please call Harriet Lukee at Bay Area Houston Economic Partnership, 832-536-3250, during business hours of 8:00 AM – 5:00 PM if you have any questions.

Sincerely,

2017 Annual Banquet Committee
Bay Area Houston Economic Partnership

1 THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF
2 SEABROOK MET ON THURSDAY, NOVEMBER 10, 2016 AT 7:00 P.M. IN THE
3 SEABROOK CITY HALL COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK,
4 TEXAS TO CONSIDER, AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO
5 THE AGENDA ITEMS LISTED BELOW.

6
7 BOARD MEMBERS PRESENT:

8 PAUL R. DUNPHEY	PRESIDENT
9 TERRY CHAPMAN	VICE-PRESIDENT
10 GARY BELL	TREASURER
11 ERNIE DAVIS	SECRETARY
12 ROBERT LLORENTE (absent)	COUNCIL REPRESENTATIVE
13 GLENN ROYAL (exc. absence)	MAYOR
14 BRENDA VESELENY	MEMBER

15
16 ALSO PRESENT WERE:

17 GAYLE COOK	CITY MANAGER
18 STEVE WEATHERED	CITY/EDC ATTORNEY
19 PAUL CHAVEZ	DIRECTOR OF ECONOMIC DEVELOPMENT
20 PAT PATEL	EDC ADMINISTRATIVE ASSISTANT

21
22 President Paul Dunphey called the meeting to order at 7:00 p.m. and declared that a quorum was
23 present.

24
25 **1.0 PUBLIC COMMENTS AND ANNOUNCEMENTS**

26
27 There were none.

28
29 **2.0 PRESENTATIONS**

30
31 **2.1 EDC Director's report on economic development activities for September and**
32 **October 2016. (Chavez)**

33
34 SEDC Director, Paul Chavez, gave his report on economic development activities.

35
36 **2.2 Economic Alliance annual report. (Chavez)**

37
38 Chad Burke and Chad Carsen presented an annual report of economic development
39 activities for the Economic Alliance Port of Houston, for year end September 30, 2016.

40
41 Key highlights of the presentation included:

- 42
- 43 • From 2008 – 2015, the Economic Alliance has supported over 45 successful
44 projects that have helped create over 4,600 new jobs and over \$6 billion of
45 capital investment to the Houston Port Region.
 - Economic Alliance hosted its Port Region Stakeholders Transportation

46 Committee Meeting. The mission of the committee is to identify and support
47 projects that will maintain and upgrade regional transportation infrastructure on
48 a timely basis in order to accommodate regional economic growth and to ensure
49 efficient and safe movement of goods and people.

- 50 • Over 20 members of Economic Alliance Houston Port Region traveled to
51 Washington D.C. to advocate on behalf of the Houston Port Region.
- 52 • The Economic Alliance, Deer Park and La Porte hosted the quarterly HREDA
53 meeting at the Sylvan Beach Pavilion. The Economic Alliance was invited to
54 provide an overview of the workforce development program that they developed
55 to serve the Port Region's demand for high-paying careers.

56

57 **3.0 EXECUTIVE SESSION**

58 The EDC Board held a closed executive session pursuant to the provisions of the Open
59 Meetings Act, Chapter 551, Government Code and Vernon's Texas Codes Annotated, in
60 accordance with the authority contained in one or more of the following sections: Section
61 551.071, Consultation with Attorney; Section 551.072, Real Property; Section 551.073,
62 Deliberation Regarding a Prospective Gift; Section 551.074, Personal Matters; Section
63 551.076, Security Devices; and Section 551.087, Economic Development.

64

65 The EDC Board went into executive session at 7:27pm.

66

67 **4.0 OPEN SESSION**

68 **The EDC Board reconvened in open session to allow for possible action on the**
69 **agenda items listed above under "Executive Session,"**

70

71 The EDC Board reconvened at 7:51pm.

72

73 **4.1 Consider and take all appropriate action on the proposed project incentive** 74 **agreement for Merlion Thai Restaurant. (Chavez)**

75

76 Move to approve the Project Incentive Agreement for Merlion Thai Restaurant with the
77 following amendments: 1.) Add the City approved building plans as an Exhibit to the
78 agreement; 2.) Require that impact fees be reimbursed, in an amount not to exceed
79 \$33,252.50, 30 days after payment of impact fees are received by the City of Seabrook;
80 and 3.) Require that construction costs be reimbursed, in an amount not to exceed
81 \$38,600, 30 days after a properly described easement is approved and accepted by the
82 City of Seabrook after completion of construction of parking and sidewalks.

83

84 The Board took a vote on the motion to approve the following amendments.

85

86 AYES: Gary Bell, Ernie Davis, Paul Dunphy, Terry Chapman

87 NAYS: Brenda Veseleny

88

89 MOTION CARRIED BY MAJORITY VOTE

90

91 **5.0 NEW BUSINESS – The Corporation will discuss, consider, and if appropriate, take**
92 **action on the items listed below.**

93
94

95 **5.1 Consider and take all appropriate action on the proposed project notice for the**
96 **incentives for Merlion Thai Restaurant and schedule public hearing. (Chavez)**

97
98
99

To approve the notice of project for the incentives for Merlion Thai Restaurant as presented.

100

101 Motion was made by Secretary Ernie Davis and seconded by Vice-President Terry
102 Chapman.

103

104 MOTION CARRIED BY UNANIMOUS CONSENT.

105

106 **5.2 Consider and take all appropriate action on the proposal by SWA Group for**
107 **Streetscaping Prototyping Design for the Old Seabrook Town District in an amount**
108 **not to exceed \$8,000, and giving authority to the Director to sign the proposal.**
109 **(Chavez)**

110

111 To sign the contract as it's written for \$7,500 with the amount not to exceed \$8,000 for
112 Streetscaping in Old Seabrook Town District by SWA Group, and give authority to the
113 Director to sign the proposal.

114

115 Motion was made by Vice-President Terry Chapman and seconded by EDC Treasurer
116 Gary Bell.

117

118 MOTION CARRIED BY UNANIMOUS CONSENT.

119

120 **5.3 Consider and take all appropriate action on the renewal of the National Sign Plazas**
121 **agreement. (Chavez)**

122

123 To renew the National Sign Plazas agreement as presented.

124

125 Motion was made by Secretary Ernie Davis and seconded by Vice-President Terry
126 Chapman.

127

128 MOTION CARRIED BY UNANIMOUS CONSENT.

129

130 **5.4 Consider and take all appropriate action for the reallocation of line item “EDC**
131 **Projects” within the EDC FY2016-17 Approved Budget to account for debt payment**
132 **for previously approved Project 2016-02 in the amount of \$198,250. Total Approved**
133 **Budget Cost will not be changed; this is an administrative accounting change only.**
134 **This will be a budget transfer from account 707-5620 (Economic Development**
135 **Incentive Program) to 707-6255 (Transfer to Enterprise Fund Project). (Chavez)**

136

137 To approve as written.

138

139 Motion was made by Secretary Ernie Davis and seconded by Vice-President Terry
140 Chapman.

141

142 MOTION CARRIED BY UNANIMOUS CONSENT.

143

144 **6.0 ROUTINE BUSINESS – The Corporation will discuss, consider, and if appropriate,**
145 **take action on the items listed below.**

146

147 **6.1 Approve minutes of the September 08, 2016 meeting. (Patel)**

148

149 Motion was made by Vice-President Terry Chapman and seconded by EDC Treasurer
150 Gary Bell.

151

152 To approve the minutes as written.

153

154 MOTION CARRIED BY UNANIMOUS CONSENT.

155

156 **6.2 Update on SH 146 Expansion.**

157

158 No new updates at this time.

159

160 **6.3 Establish future meeting dates and agenda items.**

161

162 • December 8, 2016 would be the next EDC meeting.

163

164 Upon motion duly made, the meeting was adjourned at 8:41p.m.

165

166 APPROVED ON THE 8TH DAY OF DECEMBER, 2016.

167

168

169

Paul Dunphey, President

170

171

172

Pat Patel

173

EDC Administrative Assistant