

**NOTICE OF MEETING  
SEABROOK ECONOMIC DEVELOPMENT CORPORATION  
THURSDAY, NOVEMBER 10, 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, NOVEMBER 10, 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. PRESENTATIONS**

- 2.1. EDC Director's report on economic development activities for September and October 2016. (Chavez)

Documents:

[DIRECTOR REPORTS.PDF](#)

- 2.2. Economic Alliance annual report. (Chavez)

**3. EXECUTIVE SESSION**

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

- 3.1. Discuss/deliberate potential financial incentive(s) and financial information received from a business prospect that the City/EDC seeks to have locate, stay, or expand for which the City is conducting economic development negotiations, as provided by Texas Government Code section 551.087.
- 3.2. Consult with attorney to receive advice, subject to attorney/client privilege, on legal

issues relating to Performance Agreement for proposed financial incentives, as provided by Texas Government Code Section 551.071.

**4. OPEN SESSION**

The EDC Board will reconvene in open session to allow for possible action on the agenda items listed above under "Executive Session".

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

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

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

Documents:

[NOTICE OF PROJECT - MERLION.PDF](#)

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

Documents:

[SWA PROPOSAL.PDF](#)

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

Documents:

[NATIONAL SIGN PLAZA AGREEMENT.PDF](#)

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

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

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

Documents:

[9-8-16 MINUTES.PDF](#)

- 6.2. Update on SH 146 Expansion.

- 6.3. 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, November 07, 2016 at 5:00 p.m. and that it will remain posted until the meeting has ended.

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Pat Patel  
EDC Administrative Assistant



DATE: October 06, 2016

TO: EDC Board

FROM: Paul Chavez, EDC Director

RE: Monthly Activities for September

My action items over the past 30 days include:

Week of September 5

- Review recently announced H-GAC Call for Planning Study Partners – 2017 Pedestrian / Bicycle Study for Old Seabrook
- TEDC Webinar on Tax Incentives and Transparency Reporting on active Incentive Agreements
- Start working on EDC Annual Report to City Council due on September 20
- Follow up with owner of BlueLine Rental site RE: SH146 expansion
- Follow up with Neptune Subs on their nomination as Seabrook's Business of the Year

Week of September 12

- Review and prepare documents for updating NEZ #1 with Gayle and Robin
- Meeting with US Construction on concrete options for Merlion sidewalk / parking area
- Rotana Café Grand Opening on Tuesday evening at 5:30pm
- BAHEP Site Consultant Round-Table / site tour

Week of September 19

- Finalize EDC Annual Report to City Council
- Explore the idea of a Site Certification Process for available properties in Seabrook
- Contact Cobb Fendley and Freese & Nichols on H-GAC's Livable Center's grant application
- Follow up calls with Regional Properties and Covington Group on co-op advertising opportunities for sites in Seabrook
- Finalize list of active and expired agreements
- Follow up with BAHEP on upcoming broker reception event
- Follow up with Texas Business Real Estate and Red News on their ad rates and reach
- Follow up with Commercial Realty Partners on their acquisition of Miramar Center

Week of September 26

- Coordinate meeting with Merlion on their parking and sidewalks
- Continue reviewing information on a Certified Real Estate Site Program for Seabrook
- Mobility Matters Symposium
- Clear Lake Chamber Luncheon
- EDC Conference Call

- HGAC Sustainable Transportation Workshop
- Site visits with prospects
- Local business meetings regarding SH146 expansion



DATE: November 10, 2016

TO: EDC Board

FROM: Paul Chavez, EDC Director

RE: Monthly Activities for October

My action items over the past 30 days include:

Week of October 3

- Follow up on real estate contact around town
- Meeting with Merlion on their project
- HGAC discussion on Pedestrian Walkways for Old Seabrook
- Citizen's University Day on Saturday, October 8
- Follow up on Co-op advertising ideas with 2100 NASA Parkway and Regional Properties (Bill Frederich's broker)
- Follow up with new president of BAYTRAN on meeting
- Finish up draft of landscaping component for Façade Improvement Grant. To present idea at next EDC meeting.

Week of October 10

- Final numbers for end of fiscal year financials from Finance Dept. Send EDC Board a copy of the final spreadsheet.
- Follow up with Merlion / Steve Weathered on the Merlion Project. Conference call on Tuesday about all details on project notice and incentive agreement.
- Follow up with Habanero's on their expansion.
- Follow up with Tookie's Seafood on the incentive information requirement.
- Follow up with Texas Real Estate Business, Red News, and HBJ on their advertising calendar and ad rates.
- Follow up with Freese Nichols on a kick off meeting for the H-GAC Pedestrian Walkways Grant application process.
- Finalize draft for adding a landscape component to the Façade Improvement Grant program.
- Meeting on LED signage for the City.

Week of October 17

- Meeting with SWA on the SH146 Corridor
- Follow up with Tookie's Seafood on their incentive requirements and the Economic Summit event
- Follow up with BlueLine Rentals site owner
- Meeting with developer on potential medical office building development

- Follow up with Anderson Advertising on the list of businesses for the 2017 Coupon Book
- Review the presentation for the Seabrook Economic Summit
- Draft and review the presentation and agenda for the Business Morning Brew on Tuesday, October 25<sup>th</sup>
- TEDC Annual Conference in Austin on Oct. 19 to 21
- Follow up with Allen Jones on the SH146 article
- Follow up with Nick Perez on his property on SH146 for re-development
- Follow up with restaurant prospect seeking site in City
- Conference call with Shad from Freese Nichols on the H-GAC Pedestrian Walkways Grant opportunity

#### Week of October 24

- Follow up with Freese Nichols about the H-GAC Livable Centers Pedestrian Walkways Grant Opportunity
- Meeting with new BAYTRAN President
- HREDA meeting
- Business Morning Brew on October 25
- HR Director Interviews
- Economic Alliance Board Meeting
- Meeting with office development prospect
- Follow up with Rob Hardy, Anderson Advertising, RED News (Advertising schedule), Tex-Mex restaurant prospect
- Follow up with TEDC on their materials from the annual conference last week



**Seabrook Economic Development Corporation  
2015-2016  
Semi Annual Report of Action Items  
September 20, 2016**

# ACTION ITEMS SNAPSHOT

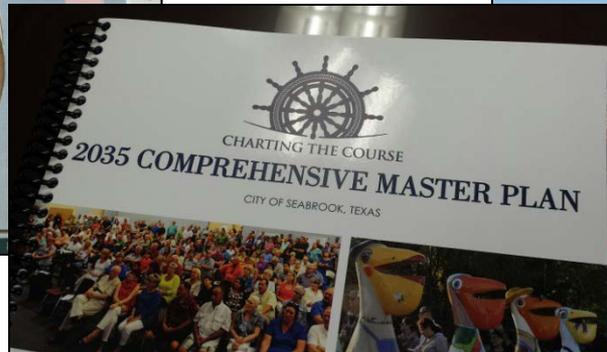
## BUSINESS DEVELOPMENT INCENTIVES

Burke's Outlet	Storefront Façade Improvement Grant	\$ 40,000	COMPLETED
Hampton Inn	Reimbursement of city permitting fees	\$ 40,000	ACTIVE
Tookie's Seafood	Reimbursement of EDC portion of sales tax	\$100,000	ACTIVE
Merlion Thai Seafood	Reimbursement of city permitting fees Reimbursement of EDC portion of sales tax Reimbursement of sidewalk / parking construction	\$111,852.50	ACTIVE



## PARTNERSHIPS WITH THE CITY

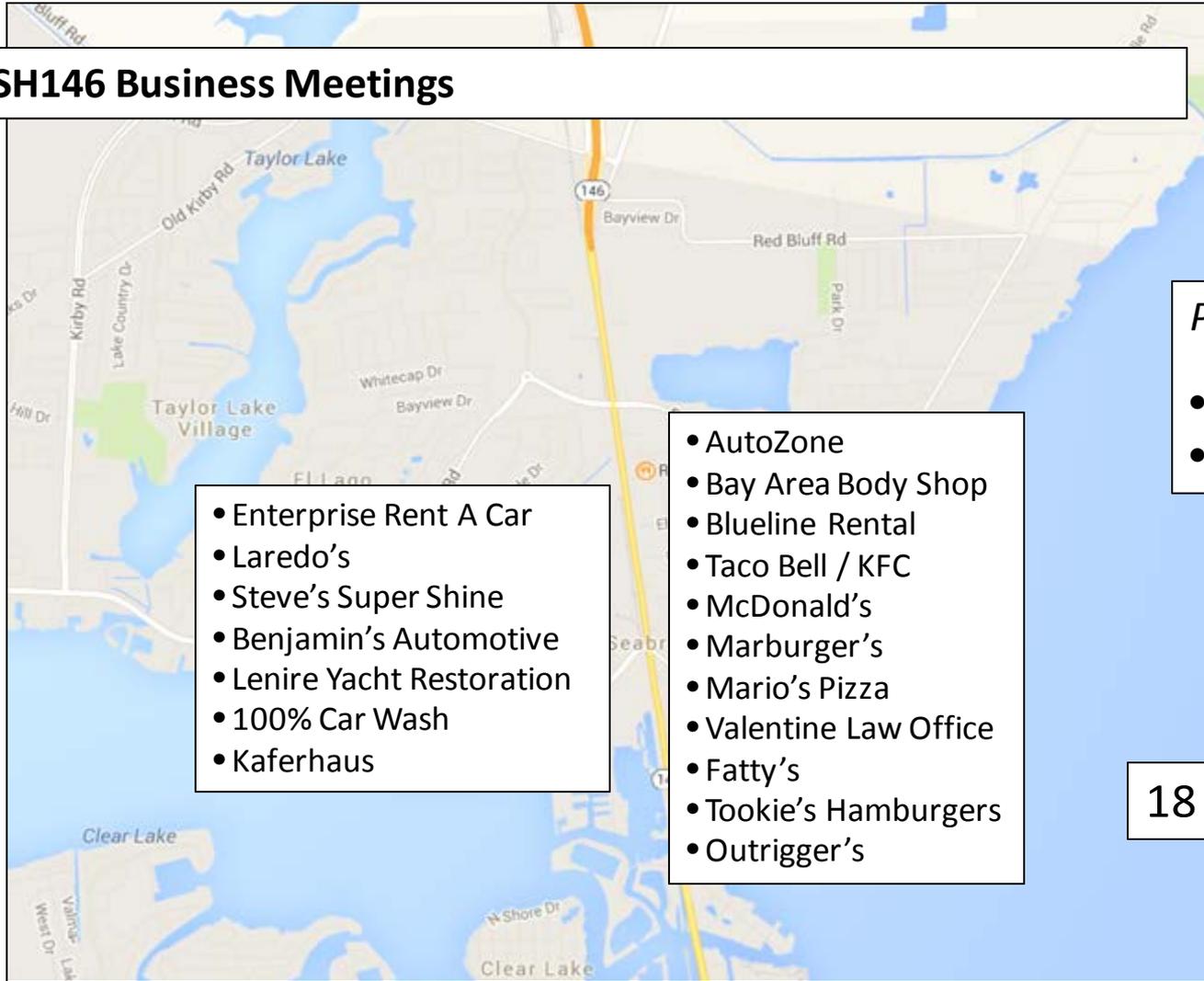
Comprehensive Master Plan	Funding of city-wide comprehensive master plan	\$100,000 COMPLETED
SH146 View Corridor	Partnership with city on funding a branding and identity plan and SH146 Amenity Enhancements	Q1 2017
Public Works Relocation	Payment of COs issued by city for water tank / plant relo	\$2.5 million August 2017



## **DIRECTOR'S ACCOMPLISHMENTS**

- SH146 Business Visits
- TXDOT Business Relocation Workshop
- Site Consultant Tours
- Business Morning Brew Meetings

## SH146 Business Meetings



*Pending appointments:*

- Walgreen's
- Whataburger

18 businesses to date

East side of SH146 - 34 businesses noted by TXDOT for relocation  
West side of SH146 - 24 businesses noted by TXDOT for relocation

## TXDOT Business Relocation Workshop

Lakewood Yacht Club • August 17, 2016

**26 Seabrook businesses** and land owners represented  
60 attendees total -- including TXDOT officials



## Site Consultant Meetings

Gave presentations and accompanied representatives from twelve site consulting firms as part of a regional familiarization tour.

### Retail / Commercial

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NAVIGANT



Deloitte.

### Industrial / Manufacturing



BAIN & COMPANY



FROST & SULLIVAN



## Business Morning Brew 2016

### Tuesday, March 8

- Presentation / Introduction of the Seabrook Association
- Discussion on SH146 / showcase GIS map
- EDC's direction with Old Seabrook
- Review of Business Incentives offered by Seabrook EDC

### Tuesday, June 14

- Discussion on SH146 – updates from city and business community
- Update on pad site development from Seabrook Town Center, 2100 NASA and The Commons at Seabrook

### Wednesday, August 17

- SH146 Business relocation Workshop

### Tuesday, October 25

- SH146 update and possible amenity enhancements update
- Discussion on Celebration Seabrook (Nov 5)
- Discussion on Seabrook Economic Summit (Nov 2)
- Discussion on 2017 Buy Local Campaign
- Old Seabrook Holiday Decorating Contest



# Seabrook EDC

## Goals 2016-2017

1. Promote Seabrook branding, image enhancement, communication and key marketing initiatives.
2. Focus on the development and promotion of Old Seabrook.
3. Reviewing and potential expansion of incentives for business development.
4. Provide guidance to the Seabrook City Council on economic development decisions and future land uses.



# 1 Promote Seabrook branding, image enhancement, communication and key marketing initiatives.

Related Comprehensive  
Master Plan  
Recommendation

- 4.1 and 4.4 Develop branding campaign with distinct branding and signage for each district within the city: The Point, Old Seabrook, SH146 Corridor, North Seabrook, NASA Parkway / Lakefront.
- 2.2 Partner with P&Z and City to develop design enhancements to the SH146 corridor to incorporate Seabrook-specific design enhancements.
- 4.3 Development of entry signage / gateway into city
- 2.12 Support implementation of the view corridor and boardwalk recommendation as outlined in the Waterfront development Plan and the Comprehensive Master Plan.



# 2

**Focus on the development and promotion of Old Seabrook. This will include:**

Related Comprehensive  
Master Plan  
Recommendation

- |               |  |
|---------------|--|
| 2.18 and 2.20 | Development of retail corridor along Main Street   |
| 2.21 and 2.22 | Explore city infrastructure issues / options for parking and pedestrian traffic              |
| 5.1           | Work with P&Z and City on ordinances / zoning  |
| N/A           | Support the application of a Main Street / Livable Centers Grant from H-GAC for Old Seabrook |



# 3 **Reviewing and potential expansion of incentives for business development.**

Related Comprehensive  
Master Plan  
Recommendation

2.21 and 2.22      Old Seabrook EDC Improvement Project

4.3      Demolition Grant Program

2.23      Storefront Façade Improvement Grant

5.8, 5.11, 5.13, 5.15      Chapter 380 Agreement

# 4 **Provide guidance to the Seabrook City Council on economic development decisions and future land uses.**



# 14 new businesses plus one expansion!



- Brave Boutique
- Crossfit Asteria
- Crossfit Seabrook
- Donut Factory
- Green Garden Restaurant
- Habañeros --- *expanding!*
- Involution
- L & A Seafood
- Mattress Inc
- Rotana Café
- Rustic Pecan
- SH 146 Shop
- Space City Hardware
- The Nautic Group
- Tookie's Seafood

Eight businesses closed with only three sites remaining vacant.

Beer Brewing Guild Shop	→	<i>site vacant</i>
Boats, Etc		The Nautic Group
Buddy Bites	→	Rustic Pecan
Café 1979		Green Garden Restaurant
eVolve Restaurant	→	Rotana Café
Houston Megatronics		<i>site vacant</i>
Popeye's		<i>site vacant</i>
Seabrook Meditation Center	→	Brave Boutique

*These sites have had an average re-purpose time of less than 9 months.*

# 2016-2017 Budget

<b>ACCOUNT</b>	<b>EXPENSE ACCOUNT TITLE</b> • <b>Expense Detail</b>		
4010	OFFICE SUPPLIES		\$100
5010	ADVERTISING <i>(no greater than 10% of total revenues)</i>		\$82,000
	• General print & online advertising	44,000	
	• Buy Local Campaign	16,000	
	• Seabrook Event Sponsorship	10,000	
	• Other advertising opportunities	10,000	
	• Promotional items	2,000	
5020	DUES & SUBSCRIPTIONS		\$1,485
	• Texas Economic Development Council (TEDC)	500	
	• IEDC membership	405	
	• Archive Social Web Services (for open records reporting)	290	
	• Houston Economics Club	150	
	• International Council of Shopping Centers (ICSC)	100	
	• Annual Bank of America credit card fee	40	
5030	SERVICES		\$2,430
	• Website hosting and maintenance	2,000	
	• iContact	400	
	• EDC domains	30	
5182	TRAIL MAINTENANCE		\$30,000
5215	ENGINEERING / GIS		\$40,000
5220	LEGAL		\$36,000
5227	CONSULTING		\$52,806
	• Bay Area Houston Economic Partnership (2014-2016)	20,000	
	• Marsh Darcy Partners Consulting Services	18,806	
	• Economic Alliance Houston Port Region (2015-2018)	12,500	
	• Economic Impact Analysis	1,500	

5300	TRAINING & CONFERENCE		\$21,000
	• BAHEP table for annual banquet (8 seats)	1,500	
	• BAHEP trip to Washington D.C. (1 person)	2,500	
	• Economic Alliance table for annual banquet (8 seats)	1,000	
	• Economic Alliance trip to Washington, DC (1 person)	2,000	
	• ICSC Annual Conference in Las Vegas	2,500	
	• Keels & Wheels Preview Event	2,000	
	• Meetings, Events and Luncheons	1,000	
	• Seabrook Economic Development Summit	3,500	
	• TEDC Quarterly Conferences	3,500	
	• Training for EDC Board members	1,500	
5465	MISCELLANEOUS (cell phone, bank fees, board items)		\$1,500
5617	ECONOMIC DEVELOPMENT PROJECTS		\$250,000
5620	ECONOMIC DEVELOPMENT INCENTIVE PROGRAM		\$750,000
<b>TOTAL SERVICES &amp; SUPPLIES</b>			<b>\$1,267,321</b>
<b>TOTAL CAPITAL OUTLAY</b>			<b>\$0</b>
<b>TOTAL EXPENDITURES</b>			<b>\$1,267,321</b>
<b>TOTAL INTERFUND TRANSFERS</b>			
6250	ADMINISTRATIVE SERVICES AGREEMENT		\$200,000
<b>TOTAL</b>			<b>\$1,467,321</b>
<b>Expected Total Revenue</b>			<b>835,619</b>
<i>Approved by EDC Board: 9/08/2016</i>			





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 60<sup>th</sup> 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

**SWA Houston**  
1245 W 18<sup>th</sup> Street  
Houston, Texas  
77008  
+1.713.868.1676  
www.swagroup.com

1 November 2016  
*Revised 4 November 2016*

City of Seabrook  
Seabrook, Texas  
(Via Email)

ATTENTION: Sean Landis, Director of Planning and Community Development

Subject: Main Street Streetscape Prototyping  
(SWA Job# SBK602)

Ladies / Gentlemen:

SWA is pleased to submit this proposal for professional services in connection with a developing recommendations for a pilot project as the streetscape prototype for Main Street for the Merlion Restaurant and other, expanded areas in the future (the "Project"). This Agreement is between the Seabrook Economic Development Corporation (Client), and the Houston office of SWA Group (SWA) in reference to the Project located in City of City of Seabrook, Harris County, Texas.

## **I. SCOPE OF SERVICES**

SWA will perform professional design services for the Project. The intent is to make recommendations for the new Merlion Restaurant that can be extended to the entirety of Main Street over time to achieve a uniform, consistent streetscape aesthetic for this street. The following describes the proposed services:

- A. SWA will prepare up to two (2) options for a Main Street streetscape prototype using the current Merlion site plan provided by the Client as a general layout template;
- B. The elements to be considered include hardscape and softscape elements including paving for parking stalls and walkways, planting areas and plant materials, and amenities such as lighting, seating and trash receptacles.
- C. Each option will be illustrated as to its layout, materials, and costs.
- D. Deliverables include:
  - a. Plan, enlarged plan, section, each including call-outs describing material finishes, and a cost estimate. Illustrations will be prepared in color and produced in electronic PDF format;
  - b. Revisions - one (1) round;
  - c. Two (2) meetings via conference call and one (1) presentation to EDC.

### **Sub-Consultants**

SWA will have not have a sub-consultant involved in the proposed services.

## **II. DETAILED DESIGN**

Not in contract.



**III. BIDDING PHASE**

Not in contract.

**IV. CONSTRUCTION PHASE**

Not in contract.

**V. DESIGN APPROVAL**

Paul Chavez, the Economic Development Director, with the assistance of the City Manager and the Assistant City Manager, has been designated for design direction to SWA for this project. Authority for the final design approval will be by the Economic Development Corporation with confirmation of City Council. In the event that the design is subsequently rejected by one or more of these bodies, and re-design is required, such re-design services shall be compensated as Additional Services.

**VI. MEETINGS AND SITE VISITS**

Other than as indicated in the scope of services, meetings shall be billed as Additional Services.

**VII. SCHEDULE**

Approximately two (2) weeks from notice-to-proceed.

**VIII. EXCLUSIONS TO SCOPE OF SERVICES**

Client shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- a. Topography and boundary surveys in addition to the limits identified in the scope of services.
- b. Legal descriptions of property.
- c. Obtaining easements of other real estate transactions.
- d. Existing site engineering and utility base information in addition to the limits identified in the scope of services.
- e. Overhead aerial photographs at controlled scale.
- f. Engineering other than that provided within the Scope of Services.
- I. Design of improvements on private property.

**IX. FEES**

Services described above shall be provided for a fixed fee of \$7,500.

A reimbursable expense allowance shall be in addition to the fees stated above for local travel and copying / reproduction in the indicated quantities and shall not exceed \$150.

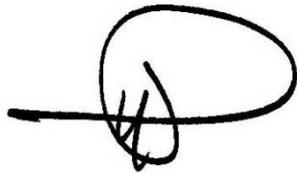
**IX. TERMS**

Terms and conditions of service shall be in accordance with the Agreement by and between the City of Seabrook and SWA dated 4 October 2016, attached hereto and made part of this agreement by reference.

If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

SWA GROUP



James Vick, AIA  
Principal & Contracting Agent  
Architect, TX License #10477

ACCEPTED BY: City of Seabrook

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Proposal copyright ©2015 by SWA Group. No portion of this proposal may be copied or distributed to without the written permission of SWA Group.

In order to expedite invoicing, please indicate the following:

**Billing Address:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Your reference name/number:

\_\_\_\_\_

Your Purchase Order or Contract Number reference for invoicing:

\_\_\_\_\_

# AGREEMENT FOR SERVICES

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This Agreement (“Agreement”) is entered into by and between then SEABROOK ECONOMIC DEVELOPMENT CORPORATION formed under the Texas Development Act and the Texas Non-profit Corporation Act, (“EDC”) and NATIONAL SIGN PLAZAS, INC., a California corporation (“Contractor”) for the purposes described herein.

WHEREAS, EDC has been organized to promote economic development for the City of Seabrook, Texas (“City”) within its municipal boundaries and the board of EDC has adopted an economic development plan outlining these goals: and

WHEREAS, EDC has adopted as a primary endeavor the promotion and retention of existing businesses and the development of new businesses: and

WHEREAS, EDC also supports other activities that bring tourists into the City, and thereby generate sales and activities with Seabrook businesses, including the attraction of tourists to Seabrook’s parks and waterfront areas; and

WHEREAS, EDC has determined that clear, attractive signage will assist in the business retention and development, and tourist visits and such has been identified as the Directional Sign Program Project, (“Project”), and published in the newspaper, and a public hearing held thereon, in accordance with state law: and

WHEREAS, EDC has determined that professional design and construction management services as further outlined herein are desirable for continuation of the Project; and

WHEREAS, Contractor is qualified and willing to perform such design and construction management services for such signage program as necessary and such services are available from limited vendors; and

WHEREAS, Contractor is qualified and willing to perform such design and construction management services as further outlined herein; now, therefore,

In consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereto, the Parties have agreed and do hereby agree as follows:

## ARTICLE 1. GENERAL PROVISIONS

A. Purpose of Directional Sign Project The purpose of the Directional Sign Program Project is to provide direction for the citizens, visitors, tourists and the like, to the

location of businesses, public facilities, and civic points of interests within the City of Seabrook in order to facilitate the generation of sales tax within the City of Seabrook. For the purposes of the Directional Sign Project, the following exhibits are attached to this agreement, and incorporated herein as if fully set forth below:

Exhibit A. Proposed location map presented to EDC Board showing locations of the directional signs. It is understood that this exhibit may be modified to place signs at appropriate locations, and is attached to be a guide. Site plans submitted for each Directional Sign shall depict the specific location.

Exhibit B. Sign specification standards.

B. Definitions. For purposes of this Agreement, the following definitions apply:

1. *Directional Sign*- A structure placed in the City right of way for the purpose of displaying directional sign panels and directing citizens, tourists and the like to public or commercial facilities and destinations of interest. These are permanent directional signs that may contain destinations of both civic interest as well as commercial interest. Participants in the EDC's sign program will be allowed to place or lease panels on these sign frames. Upon installation, the sign frame, the identity sign panel, the breakaway system and the foundation will be owned by the EDC. The commercial directional panels that are placed on these Commercial Signs will remain the property of the Contractor for the term of the panel lease or at such time that the EDC chooses to buy them. These panels will be managed by the Contractor on a fee basis for the benefit of the Participants involved in the EDC's Directional Sign Project.
2. *Participants*- Government, civic and non-profit entities with buildings in Seabrook, businesses, vendors, developers who are located in the City of Seabrook will be allowed to participate in the EDC's directional sign program.
3. *Sign Maintenance*- All inspections, repair, replacement, and maintenance performed by Contractor on the directional signage, as further described in Article III. C.

C. Placement on Directional Signs Space on the Directional Signs is limited and panels will be issued or assigned on a "first-come, first served," non-discriminatory basis, though multiple signs may be limited in order to secure participation by a larger number of participants. All Participants in the project must be located within the City of Seabrook at the time of application at a business address, as confirmed by City Staff at the time of applications. As these are directional signs, only relevant information shall be placed on the sign panel, subject to size limitations and uniformity, as determined by the

Director. Placement of panels for commercial entities will necessitate a lease with Contractor.

## **ARTICLE II            SCOPE OF WORK AND TERMS**

1. Scope of Work. Contractor shall perform the work set forth in the Contract Documents. In general, this work shall consist of the following:

In administrating the Directional Sign Program (Project), the contractor will:

- A. Construct, install, maintain and repair approved Sign Plazas and sign panels.
- B. Contract with developers and homebuilders for the lease of sign panels.
- C. Assist EDC in determining appropriate locations for Sign Plazas.
- D. Assist EDC with identifying and removing all illegal off-premise signage.
- E. Attend meetings as necessary with EDC staff and developers to coordinate project.
- F. Collect all lease payments and remit to the EDC, on a quarterly basis, an administrative fee as specified in Section 4.B of this document.

2. Definition, Purpose of Directional Sign Program and Specifications of Sign Plazas.

- A. Definition. For the purposes of this Agreement, a Sign Plaza is a structure placed in the City right of way for the purpose of displaying sign panels. The specifications of the Sign Plaza and sign panels are more fully developed in these Contract Documents.
- B. Purpose of Sign Plazas. The purpose of Sign Plazas is to provide direction for civic and commercial enterprises, and the like, to the location of commercial and public facilities within the City of Seabrook while discouraging the placement of unsightly and hazardous off-site directional signs.
- C. Specifications of Sign Plazas and Sign Panels. Contractor agrees to manufacture and install Sign Plaza structures and sign panels in accordance with the specifications in these Contract Documents and the following:

1. Sign Plaza Structures shall not exceed twelve (12) feet above average grade. Structures shall be more completely described in **Exhibit A**.
2. Sign Plazas shall be constructed of steel and/or aluminum and shall be capable of displaying up to ten (10) sign panels, doubled-sided, if necessary.
3. A Seabrook/EDC topper panel will be designed for the City of Seabrook's EDC and shall be prominently displayed at the top of any Sign Plaza within the jurisdictional limits of Seabrook. The panel shall be visible on any side of a Sign Plaza which displays directional sign panels.
4. The color of all Sign Plaza Structures shall be determined by the EDC. All sign panels shall conform to Section 2.C.11 below.
5. The Contractor shall submit final design plans to the EDC for approval prior to installation of any Sign Plaza.
6. No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any Sign Plaza or sign panel.
7. Sign Plaza locations shall be approved and designated by the EDC with the assistance of the Contractor.
8. At the EDC's request and direction, the Contractor shall remove and relocate any Sign Plazas within thirty (30) days of the receipt of written notice at no cost to the City/County.
9. Contractor shall provide, at no cost to the EDC, the equivalent of not less than ten percent (10%) of all permitted Sign Plazas to the EDC for use as directional signage to municipal or community service facilities or locations. Said sign panels shall be provided on a space available basis, secondary to sign panels to be displayed for developers, homebuilders, and residential communities, and shall be installed with no more than two (2) such sign panels per plaza.
10. Contractor shall provide to the EDC a semi-annual inventory report of existing installed sign panels.
11. Sign panels shall contain only the name of a commercial entity, public facility, Seabrook/EDC and logo, the commercial entity's name and/or logo, the commercial entity's recognized color scheme, and directional information or the name of the builder/developer and logo and an appropriate directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances warrant it. Fluorescent colors are not allowed. Reflective colors and text are permissible. Unless so authorized by the EDC, the sign panels shall not appear to replicate the commonly accepted color schemes of motorist signs.

12. Contractor shall, at its own cost, maintain, repair, replace and repaint each sign panel as necessary or deemed necessary by the EDC. Upon notice by the EDC, Contractor agrees to undertake necessary repairs or replacement of any sign panel within seventy-two (72) hours of receipt of notice.
  13. Contractor shall not install or maintain any Sign Plazas or sign panels within the City, which are not in compliance with the terms of this Agreement.
  14. Sign Panels shall be constructed on Alpolic 360. The panels shall be vinyl coated with a material comparable to 3M Engineering Grade Retro-reflective.
  15. Individual sign panels on the Primary Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Community Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Neighborhood Structures shall not exceed thirty (30) inches in horizontal length by thirty (30) inches in height.
3. Number of Sign Plaza Structures. The EDC has sole discretion to determine the number and placement of the Sign Plazas in its right-of-way. The EDC shall agree to allow the signage to direct customers to commercial facilities. Said signage shall be defined as one Sign Plaza at each location where commercial facilities require information regarding a change of direction and likewise where patrons would need reassurance to continue in a certain direction. One or more structures, located at least one hundred (100) feet apart, shall be allowed to accommodate directional sign panels. Contractor may submit to the EDC at any time during the term of the Agreement subsequent requests for the timely approval of additional Sign Plaza locations, as may be expressed by homebuilders, developers, and residential communities over time.
  4. Price and Payment Schedule for the Purchase of the Sign Plazas and Sign Panels. Subject to the provisions in Paragraph 6 below, the price and payment schedule for Sign Plazas shall be as follows:
    - A. Contractor will install the Sign Plazas and rotate panels at no cost to the EDC.
    - B. Contractor will collect, and remit to the EDC, an amount of \$10.00 per panel per month. Said fees shall be remitted within sixty (60) days of the end of each fiscal quarter. Fiscal quarters will be based on the Contractor's fiscal cycle, beginning October 1 and ending September 30.
  5. Term of Agreement and Termination of Agreement
    - A. Term. The term of this Agreement is five (5) years.

- B. Renewal. At the end of the initial five-year term, this contract will automatically renew for an additional (5) five year term unless either party provides at least sixty (60) days advanced notice before the end of the initial term, of their intention(s) to terminate this Agreement.
- C. Termination. This Agreement may be not be terminated by either party, except for breach as provided for in this Agreement:
1. Termination by EDC. If Contractor breaches and fails to remedy said breach as provided for in this Agreement, the EDC may terminate this contract. Contractor shall remove the Sign Plazas within thirty (30) businesses days after receiving a written termination letter from the EDC.
  2. Termination by Contractor. If Contractor terminates this Agreement before the end of the term as stated in subsection A immediately above, Contractor agrees that the Sign Plazas shall remain in place and that the sign panels and all receivables from the placement of the sign panels shall become the property of the EDC. Further, Contractor agrees to promptly transfer all information related to the placement of the sign panels to the EDC, including, but not limited to, the original sign service documents, an accounting of all open accounts, and all other relevant documents. After the transfer of all information, this Agreement shall be of no further effect.
6. Placement of Sign Panels. After the EDC's written approval and acceptance of the installed Sign Plazas, the EDC agrees to extend to Contractor an exclusive right to use the Sign Plazas for sign panel placements and to maintain the Sign Plazas and sign panels subject to the terms of this Agreement.
- A. Contractor agrees to offer and place sign panels for homebuilders, developers and residential communities. Contractor further agrees to use Contractor's best efforts to place all available sign panels.
  - B. Contractor agrees that the placement fees for the sign panels will be set at market rate. Contractor shall be allowed an annual cost of living increase for the fees as determined by the Consumer Price Index.
  - C. Contractor agrees to maintain all aspects of the placement of the sign panels, including entering into sign placement service agreements, billing, collecting fees, and paying any applicable taxes and fees.
  - D. Contractor will remit to the EDC on a quarterly basis the amount of the EDC's Administrative Fee as specified in Section 4.B of this document.

- E. Contractor agrees to provide an annual report to the EDC pertaining to the number of sign panels installed within the City, the amount billed and the collection of the EDC's amount Administrative Fees.
- F. Contractor agrees that in no event will the EDC be liable for any fee payment or other fees related to the placement of the sign panels.
- G. Contractor agrees to include in all sign service agreements an assignment clause which will assign Contractor's rights to fee payment to the EDC in the event Contractor elects to terminate this Agreement pursuant to Paragraph 5.C.2 above.
- H. Homebuilders, developers, and residential communities with sites located within the jurisdictional boundaries of the City of Seabrook, present and soon-to-be-annexed, shall at all times be allowed to participate in the Sign Plaza program.
- I. EDC and Contractor agree that no sign panels other than those manufactured and installed by Contractor shall be allowed on the Sign Plaza Structures.

7. Maintenance of Sign Plazas:

- A. Contractor agrees to maintain the Sign Plazas and sign panels for the term of this Agreement.
- B. Contractor agrees to replace damaged Sign Plazas and sign panels, as it deems necessary or as requested by the EDC.
- C. Contractor agrees to provide to the EDC with a telephone number and a contact person allowing the EDC to contact Contractor requesting maintenance on the Sign Plazas or sign panels 24 hours a day, seven days a week.
- D. Contractor agrees to repair all Sign Plazas within five (5) business days of the receipt of the EDC's written request for repair. Contractor further agrees to remove for repair all sign panels within seventy-two (72) hours of written notification of the need of repair by the EDC. Sign panel will be replaced within five (5) business days of the written notification.
- E. Contractor agrees to maintain a regular maintenance schedule to check each Sign Plaza and sign panel for all necessary repairs and to complete those repairs promptly.
- F. Contractor agrees to maintain all Sign Plazas and sign panels in conformity with all terms of this Agreement.

8. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the EDC, its officials, officers, agents, and employees from: a) liability for damages resulting from injury, death, property damage, and economic loss suffered by any person as a result of the negligent or willful act or omission of the Contractor or the Contractor's officer, agent, employee, or subcontractor; and b)

reasonable attorney fees, court costs, settlement expenses and litigation expenses related to liability described in subsection a) immediately above and/or relating to any claim or action asserting such liability against the EDC, its officials, officers, agents, and employees, unless said claim or action is the result of the negligent or willful act or omission of the EDC or the EDC's officer, agent, employee, or subcontractor.

9. Insurance. Contractor shall maintain in full force and effect throughout the entire term of this Agreement insurance with an insurance company authorized to conduct business in Seabrook, TX with the following policy limits.
- A. Comprehensive General Liability - \$2,000,000 combined aggregate
  - B. Automobile Liability - \$1,000,000
  - C. Workers Compensation
    - 1. Bodily Injury by Accident - \$1,000,000
    - 2. Bodily Injury by Disease - \$500,000

Upon written request, Contractor shall present a Certificate of Insurance in a form satisfactory to the EDC Attorney which shall name the EDC as an additional insured party on Contractor's Comprehensive General and Automobile Liability policies. If during the term of this Agreement, any such insurance is canceled, or if Contractor fails to renew same, or if the policy limits are reduced below the limits required above, such event shall constitute a default of this Agreement. Contractor shall immediately notify the EDC in writing if such an event occurs. Contractor shall have Five (5) business days to cure any such default.

10. Independent Contractor. Contractor shall, at all times herein, be an independent contractor and not an employee of the EDC.
11. Notice. Any notice required to be given pursuant to this Agreement may be personally served upon the parties or may be served by certified mail, return receipt required, to:

Economic Development Corporation:  
City of Seabrook, Texas  
Attn: Paul Chavez  
1700 First Street  
Seabrook, TX 775586

CONTRACTOR:  
National Sign Plazas  
Attn: Grant Hayzelett  
2422 S. Trenton Way Unit H  
Denver, CO 80231

Telephone: 281-291-5730  
Fax:

Telephone: 720-482-9293

All notices, regardless of the nature of service, shall additionally be served upon Contractor at Contractor's office(s) in the State of Texas located at:

Attn: Steve Startzell  
20302 Park Row #900  
Katy, TX 77449

12. Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of the work except the fabrication and installation of the Sign Plaza structures and production of the sign panels, which require equipment, materials and expertise which the Contractor reasonably may not be expected to possess, without the EDC's prior written consent.
13. Miscellaneous. The Contract Documents represent the entire and integrated Agreement between the EDC and Contractor and supersedes all prior negotiations, representations of Agreements, whether written or oral, except as where noted. The Contract Documents may be modified only by a written document signed by both parties and approved by the EDC. This Agreement shall be governed under Texas State law, and venue of any action relating to the Agreement shall be brought only in Harris County.
14. Mutual Drafting. The EDC and the Contractor each has had opportunity to consult legal counsel regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.
15. Default and Remedies. If any Party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

In Witness Whereof, authorized parties have signed this Agreement on the dates indicated below.

Seabrook EDC

National Sign Plazas, Inc  
a California Corporation

By \_\_\_\_\_

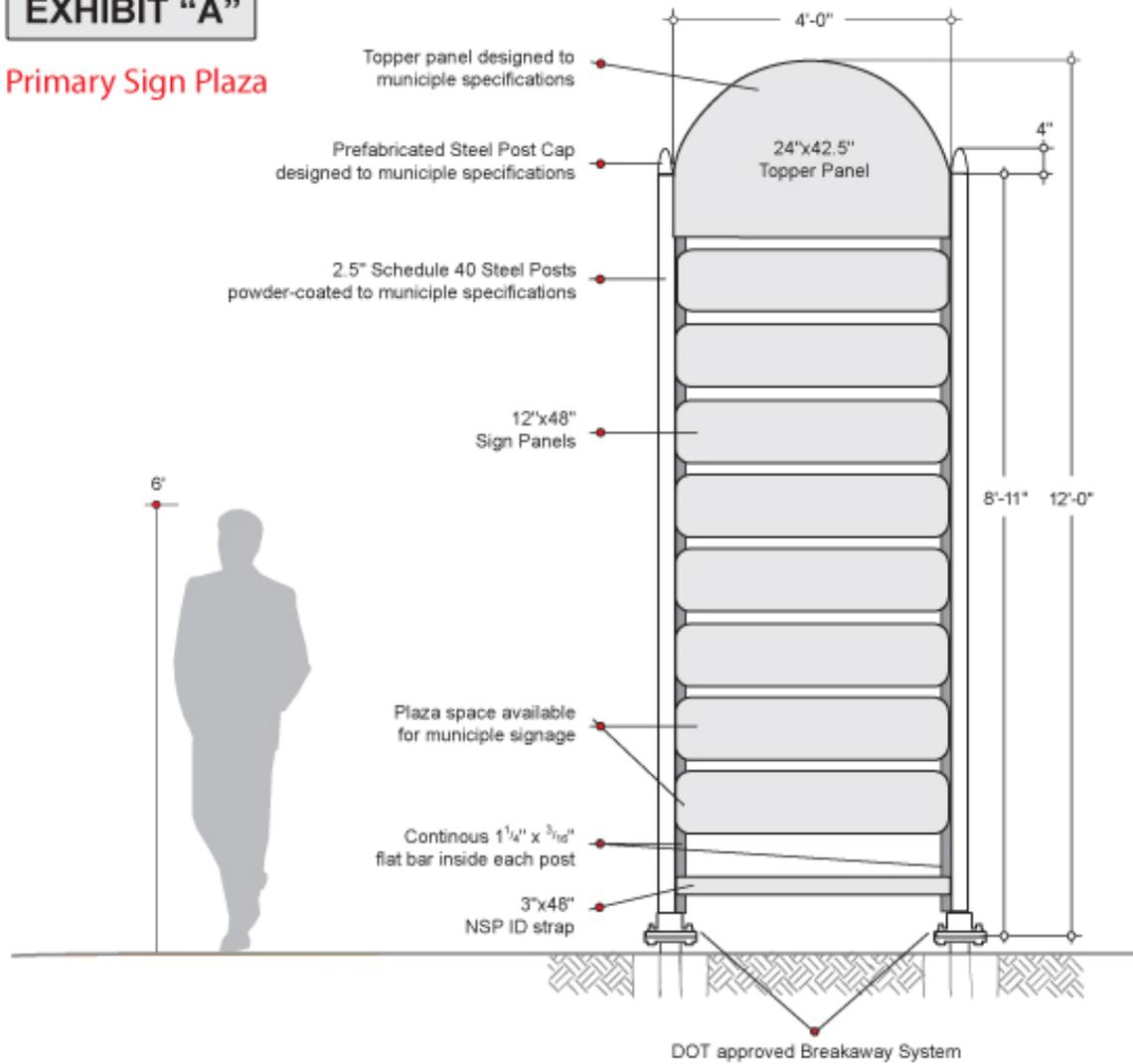
By \_\_\_\_\_  
Grant Hayzlett, President

Date \_\_\_\_\_

Date \_\_\_\_\_

# EXHIBIT "A"

## Primary Sign Plaza



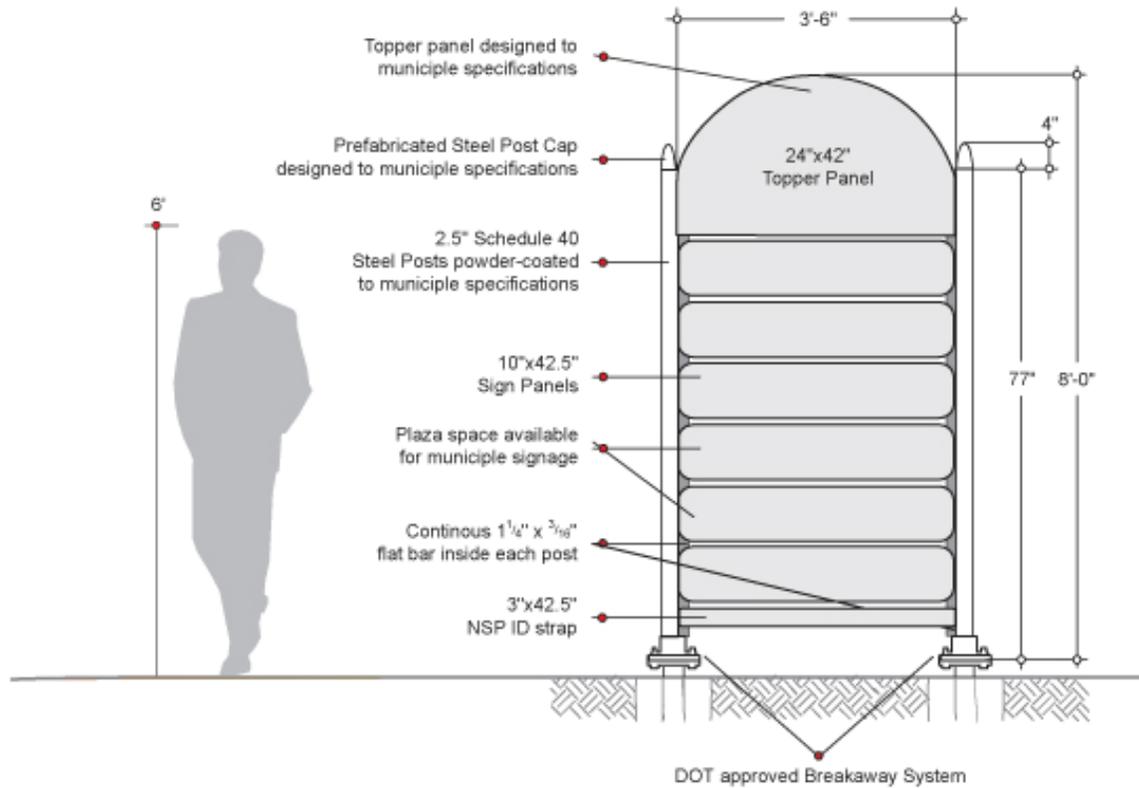
### Primary Sign Panel Specifications

- Alpolic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow



# EXHIBIT "A"

## Community Sign Plaza



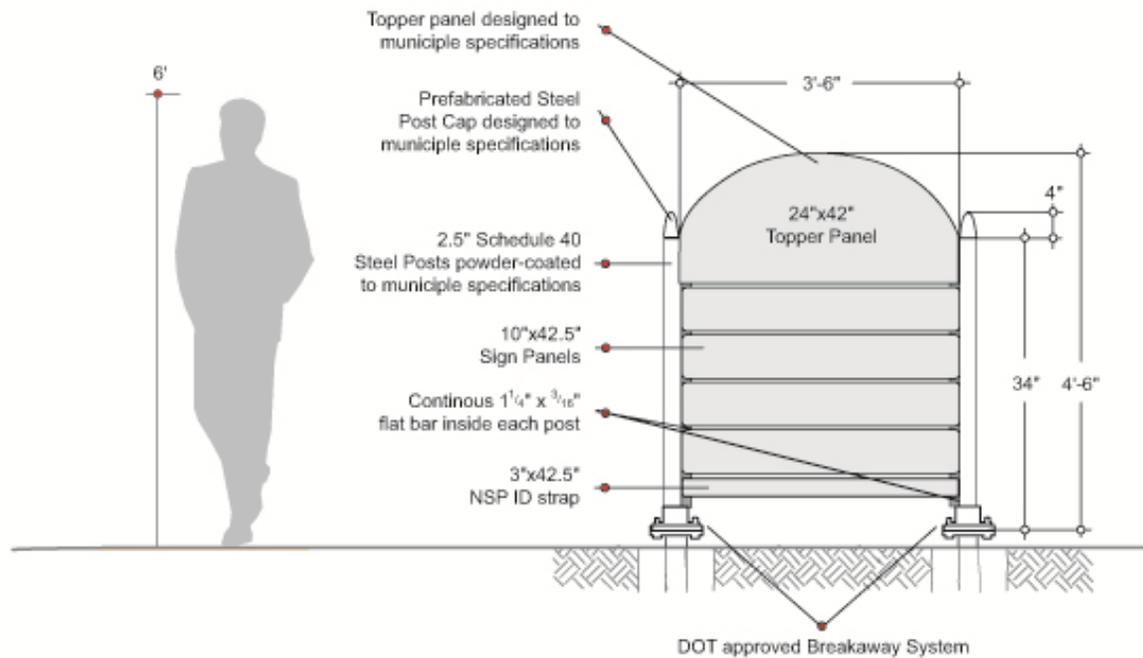
### Community Sign Panel Specifications

- Alpolic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow



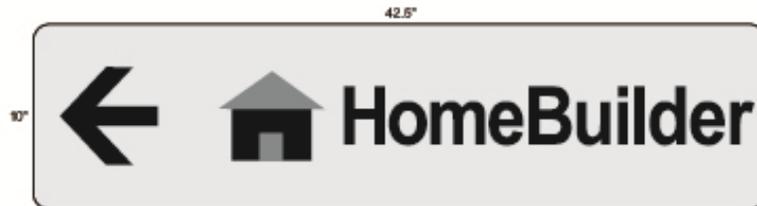
# EXHIBIT "A"

## Neighborhood Sign Plaza



### Neighborhood Sign Panel Specifications

- Alpollic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow



1 THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF  
2 SEABROOK MET ON THURSDAY, SEPTEMBER 08, 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 (absent)	SECRETARY
12 ROBERT LLORENTE (absent)	COUNCIL REPRESENTATIVE
13 GLENN ROYAL	MAYOR
14 BRENDA VESELENY	MEMBER

15  
16 ALSO PRESENT WERE:

17 GAYLE COOK (absent)	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 SPECIFIC PUBLIC HEARING**

30  
31 **2.1 Conduct public hearing on proposed fiscal year 2016/2017 Economic Development**  
32 **Corporation budget. This public hearing is held pursuant to Local Government**  
33 **Code section 505.159**

34  
35 President Paul Dunphey opened the Specific Public Hearing at 7:01pm. Notice of public  
36 hearing on the budget has been posted and there were no comments regarding this  
37 posting. Specific Public Hearing closed at 7:01pm.

38  
39 **3.0 PRESENTATIONS**

40  
41 **3.1 Houston Business Journal presentation. (Chavez)**

42  
43 Houston Business Journal Account Executive, Kim Schell, gave a presentation about the  
44 advertising campaign that the Seabrook Economic Development Corporation has  
45 conducted over the last year. This item was requested at the last EDC meeting as a  
46 review of all EDC advertising activities with the Houston Business Journal (HBJ).

47 Items presented:

- 48 • HBJ has been in business for 30 years, with an average annual revenue of \$176
- 49 million and over 19% annual sales growth rate.
- 50 • “My Business Belongs in Seabrook” ads placed in four powerful platforms to
- 51 reach prospects by print, newsletters, events, and digitally.
- 52 • 700,000 times the ads ran digitally with a 264 click thru rate
- 53 • 69% of audience are top management, executive level business owners
- 54 • 480,067 monthly unique visitors to website with an average of 4.51 page
- 55 views/unique
- 56 • 17,397 weekly print subscribers who spend 41 minutes with paper
- 57 • 6,609 annual event attendees
- 58 • 24, 710 afternoon edition daily email subscribers

59  
60 **3.2 EDC Director’s report on economic development activities for August 2016.**  
61 **(Chavez)**

62  
63 SEDC Director, Paul Chavez, gave his report on economic development activities.

64  
65 **4.0 NEW BUSINESS**

66  
67 **4.1 Consider and take all appropriate action on the fiscal year 2016/2017 EDC budget**  
68 **with amendments approved on August 11, 2016. (Chavez)**

69  
70 The board had concerns over the total dollars EDC spent with Houston Business Journal.  
71 EDC member Brenda Veseleny would rather see EDC money go elsewhere maybe via  
72 social media to get different exposure elsewhere, maybe reduce it in half, try every other  
73 month, or something. She stated that our click thru rate per dollar spent was really high  
74 for what we’re getting.

75  
76 EDC Treasurer Gary Bell asked the EDC Director Mr. Paul Chavez how many leads did  
77 he feel came from Houston Business Journal. Mr. Chavez could not state a specific  
78 quantity, although he did say that people have commented on the ads and have mentioned  
79 seeing the ads to him with a willingness to talk about Seabrook.

80  
81 It was then suggested to talk to LeaAnn Dearman, Director of Communications, since she  
82 does all kinds of analytics on this stuff.

83  
84 President Dunphey proposed an advertising budget that EDC could partner with an  
85 organization and maybe pay half. He suggested maybe go to a developer and propose a  
86 package where EDC advertise their property for them and they partner with us to pay half  
87 the cost.

88  
89 Motion was made by Mayor Glenn Royal and seconded by EDC Treasurer Gary Bell.

90  
91 To approve the budget as presented with the exception of changing line item under

92 Advertising from “Houston Business Journal” to General Print and Online Advertising”.

93

94 MOTION CARRIED BY UNANIMOUS CONSENT.

95

96 **4.2 Consider and take all appropriate action on nominating the Business-of-the-Year**  
97 **for the Economic Alliance annual meeting. (Chavez)**

98

99 While there were numerous suggestions provided, the board contemplated between  
100 Burke’s Outlet and Neptune Subs. Burke’s Outlet was quick to come forward and re-  
101 invest into the community with the Façade Improvement Grant, regardless of the SH 146  
102 highway expansion, and was able to provide a good success story for the Seabrook EDC.  
103 Neptune Subs has been a long-standing local business in the Seabrook community and  
104 they have remained active in the community, even after hurricane Ike. Neptune Subs has  
105 been a loyal Seabrook business and even with the SH 146 relocation, they would like to  
106 stay in Seabrook.

107

108 Motion was made by EDC Member Brenda Veseleny for Burke’s Outlet and motion died  
109 due to the lack of a second.

110

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

113

114 To nominate Neptune Subs as Business-of-the-Year and grant a one year membership in  
115 the Seabrook Association paid for by the Seabrook EDC. Neptune Subs will also receive  
116 a three year membership in the Economic Alliance Houston Port Region.

117

118 AYES: Terry Chapman, Gary Bell, Glenn Royal, Paul Dunphey

119 NAYS: Brenda Veseleny

120

121 MOTION CARRIED BY MAJORITY VOTE.

122

123 **5.0 ROUTINE BUSINESS – The Corporation will discuss, consider, and if appropriate,**  
124 **take action on the items listed below.**

125

126 **5.1 Approve minutes of the August 11, 2016 meeting. (Patel)**

127

128 Motion was made by Mayor Glenn Royal and seconded by EDC Member Brenda  
129 Veseleny.

130

131 To approve the minutes as written.

132

133 MOTION CARRIED BY UNANIMOUS CONSENT.

134

135 **5.2 Update on SH 146 Expansion.**

136

137 No new updates. Mayor Royal talked to Quincy Allen with TXDOT and stated that

138 TXDOT has come to a material agreement with Union Pacific Railroad on the price. Both  
139 sides came together to an agreed price point which was confidential, although there are  
140 still some minor issues to be resolved.

141

142 **5.3 Establish future meeting dates and agenda items.**

143

144 President Paul Dunphey stated that the next meeting is originally scheduled for October  
145 13<sup>th</sup> 2016. EDC Director Paul Chavez stated he will be attending an ICSC Tradeshow on  
146 the 13<sup>th</sup> and therefore requested the meeting be moved up to October 6<sup>th</sup>, 2016.

147

148 Upon motion duly made, the meeting was adjourned at 7:51p.m.

149

150 APPROVED ON THE 6<sup>TH</sup> DAY OF OCTOBER, 2016.

151

152

153

---

Paul Dunphey, President

154

155

---

Pat Patel

156 EDC Administrative Assistant  
157