



**SEABROOK ECONOMIC DEVELOPMENT CORPORATION  
NOTICE OF REGULAR MEETING – TELECONFERENCE MEETING  
THURSDAY, JANUARY 14, 2021 AT 6:00 P.M.**

For city information visit [www.seabrooktx.gov](http://www.seabrooktx.gov)  
For SH updates visit [www.sh146.com](http://www.sh146.com)

NOTICE IS HEREBY GIVEN THAT THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION WILL MEET ON THURSDAY, **JANUARY 14, 2021 AT 6:00 PM BY TELECONFERENCE** TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE 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.

DUE TO THE CONTINUED INCREASE IN COVID-19 POSITIVE CASES, **THIS MEETING WILL BE OPEN TO THE PUBLIC VIA REMOTE ACCESS THAT ALLOWS FOR TWO-WAY COMMUNICATIONS FOR THOSE DESIRING TO PARTICIPATE. MEMBERS OF THE PUBLIC MAY ATTEND THE MEETING BY CLICKING THE FOLLOWING WEB LINK:** <https://global.gotomeeting.com/join/594116733>  
OR BY CALLING (877) 568-4106 AND ENTERING ACCESS CODE 594-116-733 TO LISTEN TO THE MEETING AND/OR PROVIDE COMMENT DURING THE PUBLIC COMMENT PORTION OF THE AGENDA.

**THOSE PERSONS WISHING TO SPEAK DURING THE PUBLIC COMMENTS PORTION OF THE AGENDA MUST REGISTER NO LATER THAN 1:00 P.M. ON THURSDAY, JANUARY 14, 2021, BY SENDING AN EMAIL TO [PPATEL@SEABROOKTX.GOV](mailto:PPATEL@SEABROOKTX.GOV) AND PROVIDING YOUR NAME, ADDRESS AND PHONE NUMBER.**

**MEMBERS OF THE PUBLIC MAY ACCESS THE AGENDA AND ATTACHMENTS ONLINE AT [WWW.SEABROOKTX.GOV/AGENDACENTER](http://WWW.SEABROOKTX.GOV/AGENDACENTER).**

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### **1. PUBLIC COMMENTS AND ANNOUNCEMENTS**

*At this time, we would like to listen to any member of 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, shall be limited to city business or city-related business or matters of general public interest, and shall not include any personal attacks. In accordance with the Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. Names of those registered to speak will be called in the order in which they registered. When your name is called, please state your name and address clearly before making your comments. Thank you.*

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### **2. PRESENTATIONS**

- 2.1** EDC Director's report on economic development activities for November & December 2020. (Chavez)  
**ATTACHMENT 1:** [Directors report](#)
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### **3. NEW BUSINESS**

- 3.1** Consider and take all appropriate action on proposed Addendum 2020-2, granting an additional extension to KIWO on relocating their emulsion manufacturing operations to the City of Seabrook on or before December 1, 2021. (Chavez)  
**ATTACHMENT 2:** [KIWO Agreement](#) [Addendum 2019-1](#) [Addendum 2020-2](#)

- 3.2** Consider and take all appropriate action on a letter of support for two projects to be considered by the Harris County Precinct 2 Partnership Projects program. The two potential projects for consideration have an estimated combined cost of \$2,095,000 – of which the EDC portion would be 50% (\$1,047,500). This is an unbudgeted item. (Chavez / Cook)

**ATTACHMENT 3:** [Commercial Road Old SH146/Red Bluff](#) [Taylor Lake Kayak Launch](#)

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#### **4. ROUTINE BUSINESS**

- 4.1** Approve minutes of the November 12, 2020 teleconference **JOINT** meeting. (Patel)

**ATTACHMENT 4:** [November 12, 2020 Joint minutes](#)

- 4.2** Approve minutes of the November 12, 2020 teleconference **Regular** EDC meeting. (Patel)

**ATTACHMENT 5:** [November 12, 2020 EDC minutes](#)

- 4.3** Update on SH 146 expansion.

**ATTACHMENT 6:** [Local Cities Mtg Schedule – Seabrook](#) [Local Cities Mtg Schedule – Kemah](#)

- 4.4** 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, 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, PERSONNEL MATTERS; SECTION 551.076, SECURITY DEVICES; AND SECTION 551.087, ECONOMIC DEVELOPMENT) 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, January 11, 2021 at 5:00 p.m. and that it will remain posted until the meeting has ended.

***Pat Patel***

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Pat Patel,  
EDC Administrative Assistant



ATTACHMENT

1



DATE: January 14, 2021

TO: EDC Board

FROM: Paul Chavez, EDC Director

RE: **Monthly Activities for November & December 2020**

My action items over the past 30 days include:

**Week of November 2**

- Follow up with owner of former Whataburger site
- Retail Strategies draft presentation meeting
- Meeting with HD Pappas / Pappas Company
- TXDOT SH 146 expansion conference call
- Follow up with owner of Iguanas Ranas on potential new site in Seabrook
- Follow up with Communications Department on social media posts & LinkedIn page
- Follow up with retail prospects

**Week of November 9**

- Review of Retail Strategies presentation
- Follow up with retail prospects
- Follow up with Iguanas Ranas on new site
- Mayor's meeting with Retail Strategies representative

**Week of November 16**

- Follow up with retail prospects
- Working with Communications Department on content for EDC social media accounts
- H-GAC Livable Centers Project Kick Off
- HREDA Meeting – featuring site consultant Tom Stringer

**Week of November 23**

- Follow up with brokers on retail meeting and with local retail prospects
- Follow up with city boards and potential candidates for an H-GAC committee related to the Livable Centers grant (need 10 to 15 people)

**Week of November 30**

- BAYTRAN – SH 146 presentation meeting
- Follow up with retail prospects
- Follow up with broker calls on available real estate in city
- Follow up with Retail Strategies on retail prospects
- TXDOT – SH 146 Update on Thursday
- Follow up on H-GAC committee members

**Week of December 7**

- Houston Economics Club meeting – virtual
- Economic Alliance legislative webinar
- Livable Centers team meeting updates
- TML Economic Development Conference – virtual
- Follow up with prospects for Blue Palms site as well as other prospects around the City

**Week of December 14**

- Draft survey review for Livable Centers grant
- Follow up with NewQuest on restaurant prospects (pizza shop, gastropub, breakfast/lunch restaurant)
- Follow up with Firehouse Subs and Taco Bell
- City Secretary's office meeting regarding back-up scanning
- Monthly EDC report

**Week of December 21 and 28**

- Review potential retail and development prospects
- Review articles on upcoming potential legislation for 2021
- Follow up with brokers and prospects

SEABROOK ECONOMIC DEVELOPMENT CORPORATION -- 2020-2021 BUDGET

| EXPENSES                                   | BUDGET      |            |            |            |           |           |           |           |           |           |           |           |           | TOTAL     | REMAINING |
|--------------------------------------------|-------------|------------|------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|                                            |             | 10/31/2020 | 11/30/2020 | 12/31/2020 | 1/31/2021 | 2/28/2021 | 3/31/2021 | 4/30/2021 | 5/31/2021 | 6/30/2021 | 7/31/2021 | 8/31/2021 | 9/30/2021 |           |           |
| 4010 - Office Supplies                     | 150         | 0          | 0          | 0          | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 150       |
| 5010 - Advertising                         | 80,000      | 0          | 3,161      | 375        | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 3,536     | 76,464    |
| 5020 - Dues & Subscriptions                | 1,440       | 0          | 0          | 0          | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1,440     |
| 5030 - Services                            | 5,675       | 1,596      | 0          | 0          | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1,596     | 4,079     |
| 5182 - Trail Maintenance                   | 30,000      | 0          | 0          | 0          | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 30,000    |
| 5215 - Engineering / GIS                   | 2,000       | 0          | 0          | 0          | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 2,000     |
| 5220 - Legal                               | 36,000      | 3,000      | 3,000      | 3,000      | 3,000     | 3,000     | 3,000     | 3,000     | 3,000     | 3,000     | 3,000     | 3,000     | 3,000     | 36,000    | 0         |
| 5227 - Consulting                          | 98,558      | 40,000     | 12,500     | 10,000     | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 62,500    | 36,058    |
| 5300 - Training & Conferences              | 21,000      | 0          | 0          | 125        | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 125       | 20,875    |
| 5465 - Misc Expenses                       | 1,000       | 7          | 17         | 14         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 6         | 44        | 956       |
| 5617 - Economic Development Projects       | 346,000     | 40,049     | 0          | 0          | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 40,049    | 305,951   |
| 5620 - Econ Dev Incentive Program          | 500,000     | 0          | 0          | 0          | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 498,738   |
| Sales Tax Refund - Asparagus Group 0160    |             | 0          | 0          | 0          | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         |           |
| Sales Tax Refund - Merloaded 0164          |             | 0          | 0          | 735        | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 735       |           |
| Sales Tax Refund - Mario's Pizza 0138      |             | 0          | 0          | 528        | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 528       |           |
| 6250 - Administrative Services             | 251,633     | 20,969     | 20,969     | 20,969     | 20,969    | 20,969    | 20,969    | 20,969    | 20,969    | 20,969    | 20,969    | 20,969    | 20,969    | 251,633   | 0         |
| 6255 - Transfer to Enterprise Fund Project | 195,576     | 16,298     | 16,298     | 16,298     | 16,298    | 16,298    | 16,298    | 16,298    | 16,298    | 16,298    | 16,298    | 16,298    | 16,298    | 195,576   | 0         |
|                                            | \$1,569,032 | \$121,920  | \$55,946   | \$50,781   | 40,267    | \$40,267  | \$40,267  | \$40,267  | \$40,267  | \$40,267  | \$40,267  | \$40,267  | \$40,274  | \$591,060 | \$977,972 |

| REVENUE                |           |          |           |          |     |     |     |     |     |     |     |     |     | TOTAL     | DELTA     |
|------------------------|-----------|----------|-----------|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------|-----------|
| 7100 - Sales Tax *     | 834,000   | 72,554   | 101,776   | 76,184   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 250,514   | 583,486   |
| 9510 - Interest Income | 15,000    | 322      | 284       | 0        | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 606       | 14,394    |
| 9520 - Other Income    | 1,000     | 0        | 0         | 0        | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0         | 1,000     |
|                        | \$850,000 | \$72,876 | \$102,060 | \$76,184 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$251,120 | \$598,880 |

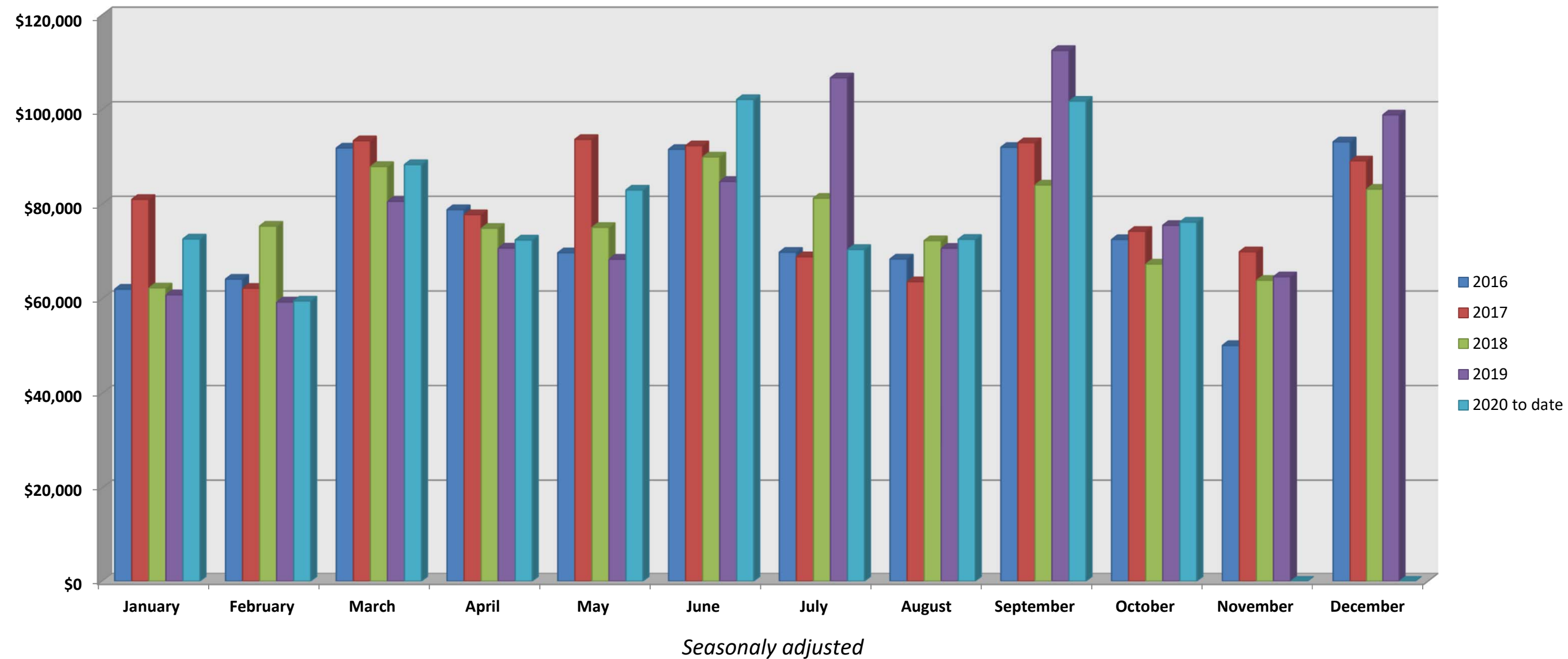
TOTAL PROFIT / (LOSS)    - \$719,032    - \$49,044    \$46,114    \$25,403    - \$40,267    - \$40,267    - \$40,267    - \$40,267    - \$40,267    - \$40,267    - \$40,267    - \$40,267    - \$40,274    - \$339,940

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

|                                                                |             |             |             |     |     |     |     |     |     |     |     |     |     |
|----------------------------------------------------------------|-------------|-------------|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| FUND BALANCE                                                   | \$2,781,505 | \$2,801,537 | \$2,823,734 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Cash In Bank plus TEXPOOL / Unrestricted and Emergency Reserve |             |             |             |     |     |     |     |     |     |     |     |     |     |

|                                                                               |                   |       |
|-------------------------------------------------------------------------------|-------------------|-------|
| 6255 - Transfer to Enterprise Fund Project    - water tank relocation project | Sales Tax Rebates | 1,262 |
|-------------------------------------------------------------------------------|-------------------|-------|

SEDC Sales Tax Revenue 2016 - 2020 to date



ATTACHMENT

2

**ADDENDUM “2020-2”  
to the  
AGREEMENT BETWEEN THE SEABROOK ECONOMIC DEVELOPMENT  
CORPORATION, THE CITY OF SEABROOK, TEXAS, AND KIWO INC.**

This Addendum “2020-2”, is made effective on the date of final approval by the City of Seabrook, and is incorporated into and will be deemed to amend the **Economic Development Agreement** (the “**Agreement**”) between **KIWO Inc.**, (“KIWO”), the **Seabrook Economic Development Corporation** (“SEDC”), and the **City of Seabrook**, (“City”), for economic development incentives for business relocation and to facilitate site improvements of KIWO’s manufacturing facilities located at 1929 Marvin Circle, Seabrook, Texas 77586, (as more particularly described in Exhibit “A-1” and incorporated by reference), due to recent TxDot condemnation for improvements to Highway 146 and its effects to KIWO’s manufacturing site location. The site improvements and related conditions for incentives by the EDC (the “Project Facilities”) are specifically conditioned upon Developer’s/Owner’s required performance terms, as more fully described in the Agreement. The purpose of this Addendum 2020-2 is to provide an **extension** for the time of performance for Developer’s/Owner’s performance of the conditions specified in Sections I and II of the Agreement; specifically, the relocation of KIWO’s emulsion manufacturing operations to the City of Seabrook by December 1, 2019, as currently contained in Section I (b) in the Agreement and to provide for an additional extension for the subject relocation from December 1, 2020, (as contained in Addendum 2019-1), to December 1, 2021 and contained in this Addendum 2020-2, as provided hereafter.

The purpose of this **Addendum 2020-2** is to grant an additional 12-month **extension** for KIWO performance from **December 1, 2020**, (as provided by Addendum 2019-1), to the Agreement, Section I. “Inducement by SEDC”, paragraph (b), to **December 1, 2021**, to allow for the relocation of KIWO’s emulsion manufacturing operations to the City of Seabrook by said date. The City of Seabrook, (“City”), the Seabrook Economic Development Corporation (“SEDC”) and KIWO Inc., (“KIWO”), accordingly agree to the following:

The Agreement currently provides, on page 4, under Section I. “Inducement by SEDC”, paragraph (b), that SEDC will provide, in the form of a reimbursement to KIWO, an economic incentive grant (“**Grant**”), for the Project Facilities/Project, a total amount not to exceed **\$84,209.40** as provided hereafter in accordance with the Project Application/Site Plan and as further conditioned hereafter:

\*\*\*\*\*

*“(b) Relocation of KIWO’s emulsion manufacturing operations to the City of Seabrook by **December 1, 2019** as represented in the Application; and .....”*

The Agreement under Section I. “Inducement by SEDC”, paragraph (b), is hereby amended by this Addendum 2020-2 to now read as follows:

*“(b) Relocation of KIWO’s emulsion manufacturing operations to the City of Seabrook by **December 1, 2021** as represented in its Application, and its date for performance as revised by Addendum 2020-2; and....”*

Additionally, the Agreement, Section II. “Performance by Developer” shall be amended by adding a new paragraph E. entitled “Extensions for Performance” as follows:

*“Developer/Owner shall provide for the timely completion and performance of the Project as delineated in Application and this Agreement/Site Plan, and any amendments thereto. Developer/Owner understands and agrees that the dates for performance as contained in the Agreement shall not be further extended except by amendment of this Agreement, predicated upon a filed written application of Developer/Owner, prior to the date of the specific required performance date(s), demonstrating good cause shown for the requested extension, as finally determined by EDC and City Council. The failure of Developer/Owner to completely perform by the date(s) provided in the Agreement or any amendments thereto shall constitute a material breach and default of this Agreement, requiring Developer/Owner to refund all payments received from EDC pursuant to this Agreement and/or any fees waived by this Agreement, which shall be immediately due and payable.”*

Except as amended herein, all other provisions of the Agreement shall remain in full force and effect. In case of conflict with this Addendum 2020-2, the Agreement, or Addendum 2019-1, this Addendum 2020-2 shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum “2020-2” in multiple copies, each of equal dignity, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

[Execution Pages Follow]



**CITY OF SEABROOK, TEXAS**

\_\_\_\_\_  
Thomas G. Kolupski, Mayor

DATE: \_\_\_\_\_, 2020

ATTEST:

\_\_\_\_\_  
Robin Lenio, TRMC  
City Secretary

**SEABROOK ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_  
BY: Paul Dunphey,  
Board President

DATE: \_\_\_\_\_, 2020

ATTEST:

\_\_\_\_\_  
Ernie Davis,  
Board Secretary

**KIWO, Inc.**

\_\_\_\_\_  
BY:

\_\_\_\_\_  
Title/Authorized Representative

DATE: \_\_\_\_\_, 2020

**ADDENDUM "2019-1"**  
**to the**  
**AGREEMENT BETWEEN THE SEABROOK ECONOMIC DEVELOPMENT**  
**CORPORATION, THE CITY OF SEABROOK, TEXAS, AND KIWO INC.**

This Addendum "2019-1", ("Addendum") is made this 7<sup>th</sup> day of January, 2020, 2019, and is incorporated into and will be deemed to amend the **Economic Development Agreement** (the "**Agreement**") between **KIWO Inc.**, ("KIWO"), the Seabrook Economic Development Corporation ("SEDC"), and the City of Seabrook, ("City"), for economic development incentives to facilitate site improvements of KIWO's manufacturing facilities located at 1929 Marvin Circle, Seabrook, Texas 77586, (as more particularly described in Exhibit "A" and incorporated by reference), due to recent TxDot condemnation for improvements to Highway 146 and its effects to KIWO's manufacturing site location. The site improvements and related conditions for incentives by the EDC (the "Project Facilities") are specifically conditioned upon Developer's/Owner's required performance terms, as more fully described in the Agreement. The purpose of this Addendum 2019-1 is to provide an **extension** for the time of performance for Developer's/Owner's performance of the conditions specified in Sections I and II; specifically, the relocation of KIWO's emulsion manufacturing operations to the City of Seabrook by December 1, 2019, as currently contained in Section I (b) in the Agreement.

The purpose of this Addendum 2019-1 is to grant a 12-month **extension** from **December 1, 2019**, as currently contained in the Agreement, under Section I. "Inducement by SEDC", paragraph (b), to **December 1, 2020**, to allow for the relocation of KIWO's emulsion manufacturing operations to the City of Seabrook. The City of Seabrook, ("City"), the Seabrook Economic Development Corporation ("SEDC") and KIWO Inc., ("KIWO"), accordingly agree to the following:

The Agreement currently provides, on page 4, under Section I. "Inducement by SEDC", paragraph (b), that SEDC will provide, in the form of a reimbursement to KIWO, an economic incentive grant ("**Grant**"), for the Project Facilities/Project, a total amount not to exceed **\$84,209.40** as provided hereafter in accordance with the Project Application/Site Plan and as further conditioned hereafter:

\*\*\*\*\*  
 "(b) *Relocation of KIWO's emulsion manufacturing operations to the City of Seabrook by **December 1, 2019** as represented in the Application; and .....*"

The Agreement under Section I. "Inducement by SEDC", paragraph (b), is hereby amended by this Addendum 2019-1 to now read as follows:

*Handwritten initials/signature*

*"(b) Relocation of KIWO's emulsion manufacturing operations to the City of Seabrook by **December 1, 2020** as represented in the Application as revised by Addendum 2019-1; and...."*

Additionally, the Agreement, Section II. "Performance by Developer" shall be amended by adding a new paragraph E. entitled "Extensions for Performance" as follows:

*"Developer/Owner shall provide for the timely completion and performance of the Project as delineated in Application and this Agreement/Site Plan, and any amendments thereto. Developer/Owner understands and agrees that the dates for performance as contained in the Agreement shall not be further extended except by amendment of this Agreement, predicated upon a filed written application of Developer/Owner, prior to the date of the specific required performance date(s), demonstrating good cause shown for the requested extension, as finally determined by EDC and City Council. The failure of Developer/Owner to completely perform by the date(s) provided in the Agreement or any amendments thereto shall constitute a material breach and default of this Agreement, requiring Developer/Owner to refund all payments received from EDC pursuant to this Agreement and/or any fees waived by this Agreement, which shall be immediately due and payable."*

Except as amended herein, all other provisions of the Agreement shall remain in full force and effect. In case of conflict with this Addendum 2019-1, or the Agreement, this Addendum 2019-1 shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum "2019-1" in multiple copies, each of equal dignity, on this 7<sup>th</sup> day of January, 2020 2019.

[Execution Pages Follow]

*A 15*

**CITY OF SEABROOK, TEXAS**

DocuSigned by:  
Thomas G. Kolupski  
Thoma 94F424767CFF419...

DATE: January 7, 2020, 2019

ATTEST: DocuSigned by:  
Robin Hicks  
0B230E8A4B274CD...

Robin Hicks, TRMC  
City Secretary

DocuSigned by:  
  
0B230E8A4B274CD...

**SEABROOK ECONOMIC DEVELOPMENT CORPORATION**

BY: Paul Dunphey  
Board President

DATE: 12/12/19, 2019

ATTEST:  
Ernie Davis  
Ernie Davis,  
Board Secretary

KIWO, Inc.

A handwritten signature in black ink, appearing to read "Jim Gunn", written over a horizontal line.

BY:

Executive V.P.

Title/Authorized Representative

DATE: 12/4, 2019



**ECONOMIC DEVELOPMENT AGREEMENT**

**THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement")** is made and entered into as of February 25<sup>th</sup>, 2019, by and between the **Seabrook Economic Development Corporation**, situated in Harris County, Texas ("**EDC**"), and **KIWO, Inc.**, a Delaware corporation, with its principal place of business, registered office and registered agent, R. David Eisenbeiss at 1929 Marvin Circle, Seabrook, Texas 77586, ("**Owner**" or "**Developer**" or "**KIWO**"). SEDC and Owner are sometimes collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, Developer/Owner has filed an Application representing it is in the business of manufacturing screen making supplies serving customers throughout North and Central America from its Seabrook location for the past 30 years; currently has 33 employees, is expanding its facility with the intent of relocating all of its sales force in the City of Seabrook, doubling its manufacturing, including an increase of workforce by 50%; and has filed with the SEDC a request for economic incentives in an application and supporting documentation, (*see*, KIWO Request for Reimbursement of Costs related to installation of new sediment tank, contractor proposal, Incentive Application and related updates and documents tendered by KIWO, Exhibits A-1 through A-3), hereinafter collectively referenced as the "Application", which is incorporated by reference; proposes to make such site improvements due to TxDot condemnation for improvements to Highway 146 affecting its site; related actions affecting Developer/Owner leased premises, with the need for removal of its existing sediment tank in City right of way and the replacement/relocation of a new sediment tank on KIWO premises as more specifically described in the Application, including the November 8, 2018 presentation to the EDC/updated proposal, (included in the attached Application (Exhibit A-1) and Lease attached hereto as Exhibit "A-2", all incorporated by reference in the Application and sometimes referred to herein as the "**Project Facilities**", attached hereto as Exhibit "A-3"; and

**WHEREAS**, Developer/Owner proposes to reconstruct new site improvements for the Project Facilities, by removal of the existing 400 gallon sediment tank in the public easement for relocation of a new 2000 gallon sediment tank on/under Developer/Owner main parking lot to an

existing approximate 25,000 square foot building site at the subject location, with 33 current employees, with up to a total of 50 future employees, and has requested estimated incentives from SEDC for reimbursement of sedimentation tank relocation and associated fees in an amount not to exceed **\$93,566** ("**Incentive Requests**") as referenced in its Application and November 8, 2018 minutes of the EDC. Developer/Owner has submitted its plans, (as depicted in the attached Exhibit A-3 which includes plans for the new Tank, its relocation and removal of existing tank from public right of way, and Scope of Work collectively referenced hereafter as the final "Site Plan", a true and correct copy of which is attached hereto and incorporated within the exhibits included in Exhibit "A", and has represented that after completion of construction/improvements depicted in the Site Plan the business structure and related improvements, when completed, should generate an estimated \$16,000,000-\$20,000,000 annual gross sales. The Site Plan, Application, the filed supporting documents, minutes and the related representations of Developer/Owner are collectively referenced herein as the "**Project**" and incorporated by reference; and

**WHEREAS**, Developer/Owner has applied to the SEDC for a business incentive grant to help defray a portion of the costs of construction for the Project referred to above, a copy of which Application, 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 collectively as Exhibit "A", and are 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 Developer's/Owner's Application for the Project; and

**WHEREAS**, at the October 11, 2018 and the additional SEDC meeting on November 8, 2018, Developer/Owner, through its authorized representative discussed its applications and correspondence submitted to the SEDC and requested SEDC to fund the Incentive Request based upon its representations, which the SEDC is relying upon for evaluation; 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 in accordance with such enabling laws; and

**WHEREAS**, in accordance with such enabling laws, SEDC has adopted an "Economic  
KIWO Performance Agreement Post Meeting 020719 slw 020819

A handwritten signature in black ink, appearing to be a stylized 'A' or 'K' with a long horizontal stroke.



Development Incentive Program” (“**Program**”), as provided for in SEDC Resolution 2018-01,” and related incentives as provided by law; 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/Incentive Requests, presentation before SEDC on October 11, 2018 and November 8, 2018, Site Plan, and related documentation, meets the minimum eligibility requirements for an economic incentive grants pursuant to the Program, and legal requirements, subject to the terms and conditions contained in this Agreement; and

**WHEREAS**, SEDC hereby finds and determines that the Project, as depicted by Developer/Owner in the filed Application, updates, related correspondence, and presentation as referenced by the minutes of the SEDC, 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, in the City of Seabrook, (the “**City**”); and

**WHEREAS**, SEDC, in strict reliance upon Developer's/Owner's representations, desires to provide an economic development incentive grant under the Program, as provided hereafter, to induce Developer/Owner to proceed with the implementation of the represented 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/Owners' representations as being true and correct; Owners compliance with the guidelines of the Program, City Code of Ordinances, statutes/related law, and this Agreement; approval of this Project and Agreement by the Seabrook City Council; and completion of the Project/Project Facilities in accordance with the final approved **Site Plan**, as determined solely by SEDC; SEDC will provide, in the form of a reimbursement to KIWO, an economic incentive grant (“**Grant**”), for the Project Facilities/Project, a total amount not to exceed **\$84,209.40** as provided hereafter in accordance with the Project Application/Site Plan and as further conditioned hereafter:

- (a) Reimbursement of 90% of the costs expended for removal of the existing 400 gallon

Two handwritten signatures are present in the bottom right corner of the page. The first signature is a stylized 'R' followed by a 'G'. The second signature is a stylized 'A'.

sediment tank in the public easement and relocation/installation of a new 2000 gallon sediment tank on Developer/Owner main parking lot in an amount not to exceed **\$84,209.40**, Grant, on or before **December 31, 2021**, which shall be payable by SEDC within 30 days after KIWO submitting satisfactory evidence to SEDC of subject approved payment(s) for completion of the Project Facilities, including removal of its existing tank in the public easement and final approval by City and EDC consistent with the improvements represented in the Application; and

(b) Relocation of KIWO's emulsion manufacturing operations to the City of Seabrook by December 1, 2019 as represented in the Application; and

(c) Continuation of KIWO business as represented in the Application for 4 years, with 18 new full time employee positions which shall be added at the end of 4 years of the date of the final approval of this Agreement, as determined by EDC.

(d) KIWO's existing lease shall be extended from December 31, 2020 to December 31, 2023.

## **II. Performance by Developer/Owner.**

**A. Improvements to Project Facilities.** Developer/Owner shall provide for the timely completion of the Project as delineated in its Application and this Agreement/Site Plan, and shall timely submit all documentation as requested by the City of Seabrook/SEDC in relation to the Project and components as provided herein. Removal of the existing 400 gallon sediment tank in the public easement and relocation/installation of a new 2000 gallon sediment tank on Developer/Owner main parking lot shall be substantially complete on or before **December 31, 2021**. The failure to remove the existing sediment tank and replace with a new 2000 gallon sediment tank, and related improvements as provided herein for the Project shall constitute a fundamental breach of contract and default, requiring Developer/Owner to refund all payments received from SEDC pursuant to this Agreement.

**B. Employment.** Developer/Owner, pursuant to the Application and its representations shall, collectively employ not less than 33 employees at the time of execution of this Agreement and an additional 18 new full time employees positions at the end of 4 years of the date of the final approval of this Agreement.

**C. KIWO Lease.** Developer/Owner KIWO shall provide the City, prior to expiration of the Lease referenced in Exhibit A-2, a renewal of the subject Lease with a renewal



term to expire no earlier than December 31, 2023.

**D. Funding.** Grant funds provided hereunder by SEDC shall be contingent on compliance with the provisions of Sections I and II herein.

**III. Recapture for Default.** This Agreement may be terminated if Developer/Owner refuses, fails or neglects to substantially comply with any of the terms of this Agreement or, if any representation made by Owner is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within thirty (30) days after written notice by the City to Owner.

(b) If during the term of this Agreement, Developer/Owner, should discontinue the Project Facilities and/or Project, as described herein, then the City shall have the right to recapture all waived permits, inspections fees, and related incentives/Grant as referenced herein.

(c) In the event of termination, a bill for the total amounts due will be sent to Owner, and Owner hereby agrees to pay the total amounts due within forty-five (45) days after receipt of the bill. Statutory penalties, interest and attorney's fees will accrue if Owner fails to timely pay the bill. Nothing in this Agreement shall preclude Owner from disputing the bill.

**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 Developer/Owner:**

KIWO, Inc.  
R. David Eisenbeiss, Registered Agent  
1929 Marvin Circle  
Seabrook, Texas 77586

**If to SEDC:**

City Manager/SEDC Director  
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

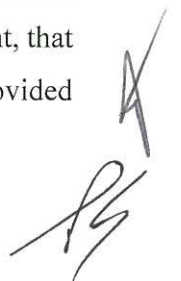


for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraph contained herein.

**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, and employ/maintain the additional new employment requirements as set forth herein, Developer/Owner agrees to reimburse SEDC 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 author this Agreement.

**XIII. Limit Of Appropriation.** Prior to the execution of this Agreement, Developer/Owner has been advised by the SEDC and Developer/Owner 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

A handwritten signature in black ink, appearing to be 'A' followed by a stylized flourish.

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 Developer/Owner 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 Developer/Owner 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 2018-19, and that no estimates have been made of tax revenues for future fiscal years. Developer/Owner 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 Developer/Owner for the amount set forth in Section I. Developer/Owner 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.** Developer/Owner 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 Developer/Owner 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 Developer/Owner shall repay the amount of the Grants/incentives and any other funds received by the Developer/Owner from the City as of the date of such violation not later than 120 days after the date the Developer/Owner is notified by the City of a violation of this section, plus interest from the date the Grant/incentive was paid to the Developer/Owner, 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 Developer/Owner until the date the Grants/incentives are repaid to the City.

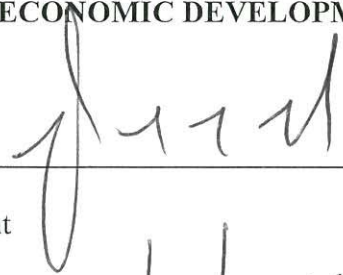
**IN WITNESS WHEREOF**, and as authorized respectively by the SEDC, City Council of Seabrook and KIWO, Inc., a Delaware corporation, Developer/Owner, by and through their respective authorized agents, the parties have executed this Agreement effective the day and year first written above.

[INTENTIONALLY LEFT BLANK]

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SEABROOK ECONOMIC DEVELOPMENT CORPORATION

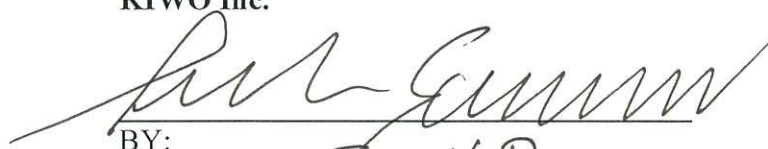
  
\_\_\_\_\_  
Paul Dunphey  
Board President

DATE: 3/7/2019, 2019

ATTEST:

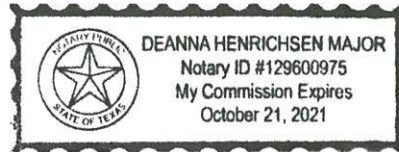
  
\_\_\_\_\_  
Ernie Davis  
Board Secretary

KIWO Inc.

  
\_\_\_\_\_  
BY:

Executive V.P.  
\_\_\_\_\_  
Title/Authorized Representative

DATE: February, 25<sup>th</sup>, 2019



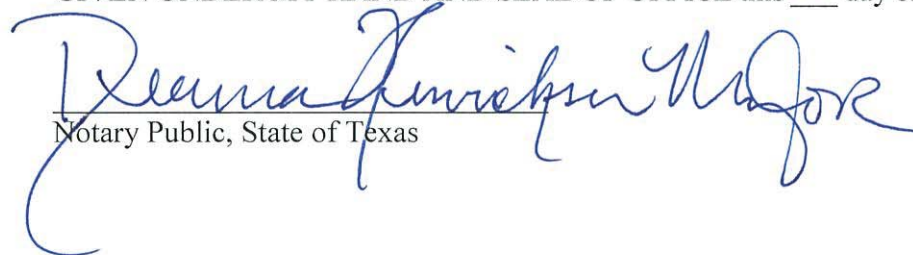
STATE OF TEXAS

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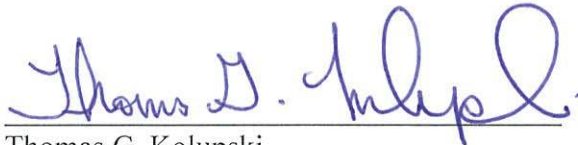
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Pedro Guerrero, Executive V.P. of KIWO Inc., a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as authorized by the company for the purposes and consideration therein expressed, on behalf of said company and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25<sup>th</sup> day of February, 2019.

  
Notary Public, State of Texas

**CITY OF SEABROOK, TEXAS**



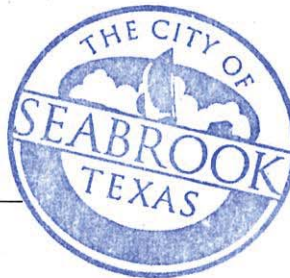
Thomas G. Kolupski  
Mayor

DATE: April 2, 2019

ATTEST:



Robin Hicks, TRMC  
City Secretary



ATTACHMENT

3

## PROPOSED CAPITAL IMPROVEMENT PROJECTS

**Project Title:** Commercial Road

**Project Location/Limits:** OLD SH 146/REDBLUFF INTERSECTION

**CIP Number:** EDC2

**Facility Type:** STREETS

### Project Description and Justification

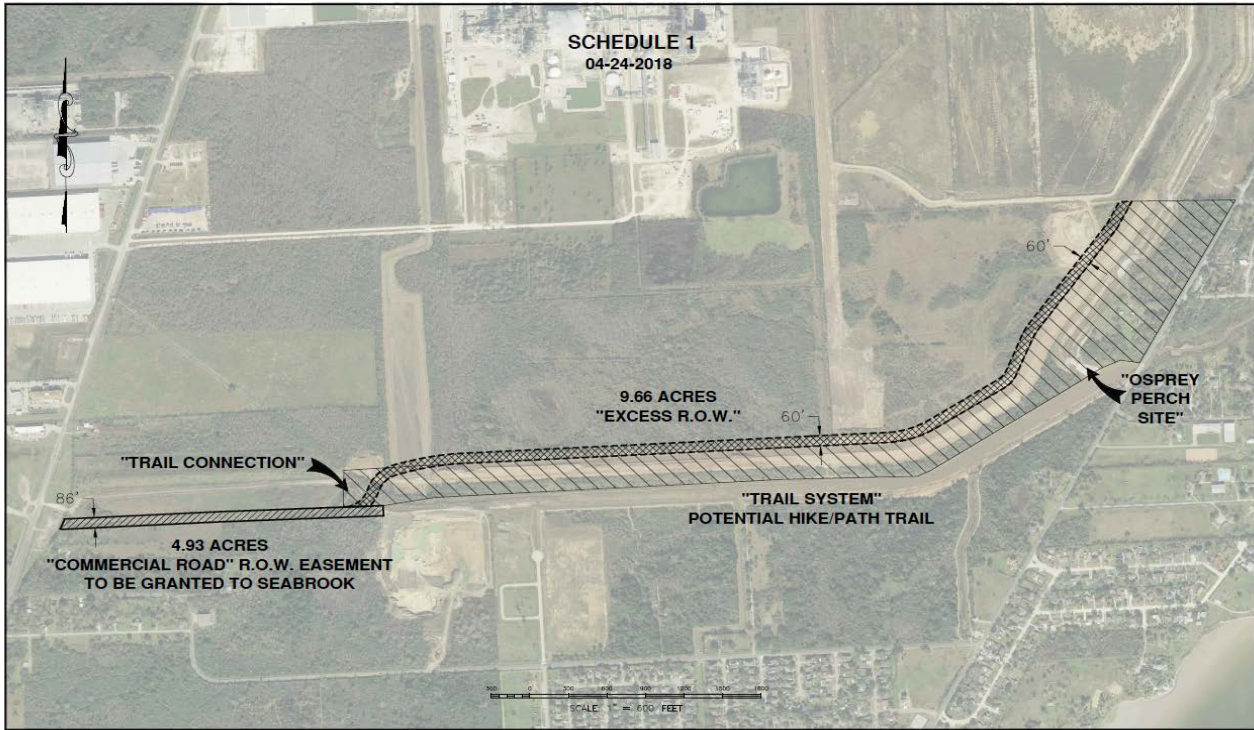
As part of Amendment 2 with the Port of Houston, 4.93 acres was granted to the City of Seabrook near the intersection of Old SH 146 and Red Bluff. The ROW easement would allow a thoroughfare to be constructed for ingress and egress on parcels north of Red Bluff Road. This project is a developer driven project with incentive percentages upon project.

### Project Cost Estimates:

| Project Cost         | Prior Funding | COST BY FISCAL YEAR |             |             |             |                     | TOTAL               |
|----------------------|---------------|---------------------|-------------|-------------|-------------|---------------------|---------------------|
|                      |               | FY21                | FY22        | FY23        | FY24        | FY25+               |                     |
| Environmental        |               |                     |             |             |             | \$ 35,000           | \$ 35,000           |
| Engineering/Planning |               |                     |             |             |             | \$ 60,000           | \$ 60,000           |
| Land/Easements Acq.  |               |                     |             |             |             |                     | \$ -                |
| Construction         |               |                     |             |             |             | \$ 1,900,000        | \$ 1,900,000        |
| <b>Total Cost</b>    | <b>\$ -</b>   | <b>\$ -</b>         | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 1,995,000</b> | <b>\$ 1,995,000</b> |

| Funding Source                   | Prior Funding | FUNDING SOURCES BY FISCAL YEAR |             |             |             |                     | TOTAL               |
|----------------------------------|---------------|--------------------------------|-------------|-------------|-------------|---------------------|---------------------|
|                                  |               | FY19                           | FY20        | FY21        | FY22        | FY23+               |                     |
| General Fund -Cash               |               |                                |             |             |             |                     | \$ -                |
| Certificates of Obligation       |               |                                |             |             |             |                     | \$ -                |
| Prior Certificates of Obligation |               |                                |             |             |             |                     | \$ -                |
| General Obligation Bonds         |               |                                |             |             |             |                     | \$ -                |
| Prior Bonds                      |               |                                |             |             |             |                     | \$ -                |
| Future Bonds                     |               |                                |             |             |             |                     | \$ -                |
| SEDC 4B Funds                    |               |                                |             |             |             | \$ 1,995,000        | \$ 1,995,000        |
| Water/Sewer Revenue Bonds        |               |                                |             |             |             |                     | \$ -                |
| Enterprise Utility Fund - Cash   |               |                                |             |             |             |                     | \$ -                |
| Impact Fees                      |               |                                |             |             |             |                     | \$ -                |
| Developer Contribution           |               |                                |             |             |             |                     | \$ -                |
| Potential Grant                  |               |                                |             |             |             |                     | \$ -                |
| Fund 28 Gen CIP                  |               |                                |             |             |             |                     | \$ -                |
| TBD                              |               |                                |             |             |             |                     | \$ -                |
| Other: ____ (Fund/Agency)        |               |                                |             |             |             |                     | \$ -                |
| Park Impact Fees                 |               |                                |             |             |             |                     | \$ -                |
| <b>Total Funding</b>             | <b>\$ -</b>   | <b>\$ -</b>                    | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 1,995,000</b> | <b>\$ 1,995,000</b> |

### Comments/Special Project Notes:







**ADRIAN  
GARCIA**  
COMMISSIONER

## Partnership Project Request Form Capital Improvement Project

| Requesting Agency Information      |  |
|------------------------------------|--|
| Requesting Agency                  |  |
| Requesting Agency Point Of Contact |  |
| First Name                         |  |
| Last Name                          |  |
| Title                              |  |
| Phone Number                       |  |
| Email Address                      |  |
| Physical Address                   |  |

| Request Summary                                         |                                                                                      |
|---------------------------------------------------------|--------------------------------------------------------------------------------------|
| Project Type (Select One)                               | Street, Drainage, Sidewalk, Traffic Improvements,<br>Parks, Planning Studies, Others |
| Estimated Project Cost                                  |                                                                                      |
| Funding Commitment by Requesting Entity                 |                                                                                      |
| Funding Requested From Precinct 2                       |                                                                                      |
| Alternative Requests from Precinct 2 other than funding |                                                                                      |
| Other Funding Source/Funding Partners                   |                                                                                      |
| Proposed Project Start Date                             |                                                                                      |

| Project Information Data |  |
|--------------------------|--|
|--------------------------|--|

| A. Project Description |                                        |
|------------------------|----------------------------------------|
| 1.                     | Project Name: [Redacted]               |
| 2.                     | Project Manager: [Redacted]            |
| 3.                     | Project Start Date: [Redacted]         |
| 4.                     | Project End Date: [Redacted]           |
| 5.                     | Project Budget: [Redacted]             |
| 6.                     | Project Status: [Redacted]             |
| 7.                     | Project Description: [Redacted]        |
| 8.                     | Project Objectives: [Redacted]         |
| 9.                     | Project Risks: [Redacted]              |
| 10.                    | Project Deliverables: [Redacted]       |
| 11.                    | Project Stakeholders: [Redacted]       |
| 12.                    | Project Communication Plan: [Redacted] |
| 13.                    | Project Reporting: [Redacted]          |
| 14.                    | Project Review: [Redacted]             |
| 15.                    | Project Closure: [Redacted]            |

| B. Funding Commitment and Agency Priority |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <b>Agency Commitment</b>               | <p>Agency Commitment is the agency's commitment to the project, including the agency's commitment to the project's goals, objectives, and outcomes. The agency's commitment is demonstrated by the agency's allocation of resources, personnel, and other assets to the project.</p> <p>Agency Commitment is a key factor in the selection of projects for funding. The agency's commitment is evaluated based on the agency's track record, the agency's resources, and the agency's ability to manage the project.</p> |
| 2. <b>Agency Priority</b>                 | <p>Agency Priority is the agency's priority for the project, including the agency's priority for the project's goals, objectives, and outcomes. The agency's priority is demonstrated by the agency's allocation of resources, personnel, and other assets to the project.</p> <p>Agency Priority is a key factor in the selection of projects for funding. The agency's priority is evaluated based on the agency's track record, the agency's resources, and the agency's ability to manage the project.</p>           |

| C. Master Plan Element |     |
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| 100                    | ... |

#### **D. Flooding Threat/Safety/ Traffic Improvements**

This image shows a completely blank white rectangular area. It is surrounded by a thin, solid black border that frames the entire composition. There are no markings, text, or illustrations present on the white surface.

***E. Level of Protection/Level of Service/ Connectivity***

***F. Project Area***

***G. Ancillary Benefits***

***H. Level of Partner Participation***

***I. Operations and Maintenance Cost to Harris County***

Signature of the Applicant/Applicants Agent:

Name and Title:

Date:



## PROPOSED CAPITAL IMPROVEMENT PROJECTS

**Project Title:** RED BLUFF/TAYLOR LAKE KAYAK LAUNCH

**Project Location/Limits:** TAYLOR LAKE AT RED BLUFF

**CIP Number:** P9

**Facility Type:** PARK

### Project Description and Justification

This project is to add a kayak boat launch to Taylor Lake at Red Bluff.

### Project Cost Estimates:

| Project Cost         | Prior Funding | COST BY FISCAL YEAR |      |      |      |           | TOTAL            |
|----------------------|---------------|---------------------|------|------|------|-----------|------------------|
|                      |               | FY21                | FY22 | FY23 | FY24 | FY25+     |                  |
| Environmental        |               |                     |      |      |      |           | \$ -             |
| Land/Easements Acq.  |               |                     |      |      |      |           | \$ -             |
| Engineering/Planning |               |                     |      |      |      |           | \$ -             |
| Construction         |               |                     |      |      |      | \$ 75,000 | \$ 75,000        |
| <b>Total Cost</b>    | \$ -          | \$ -                | \$ - | \$ - | \$ - | \$ 75,000 | <b>\$ 75,000</b> |

### FUNDING SOURCES BY FISCAL YEAR

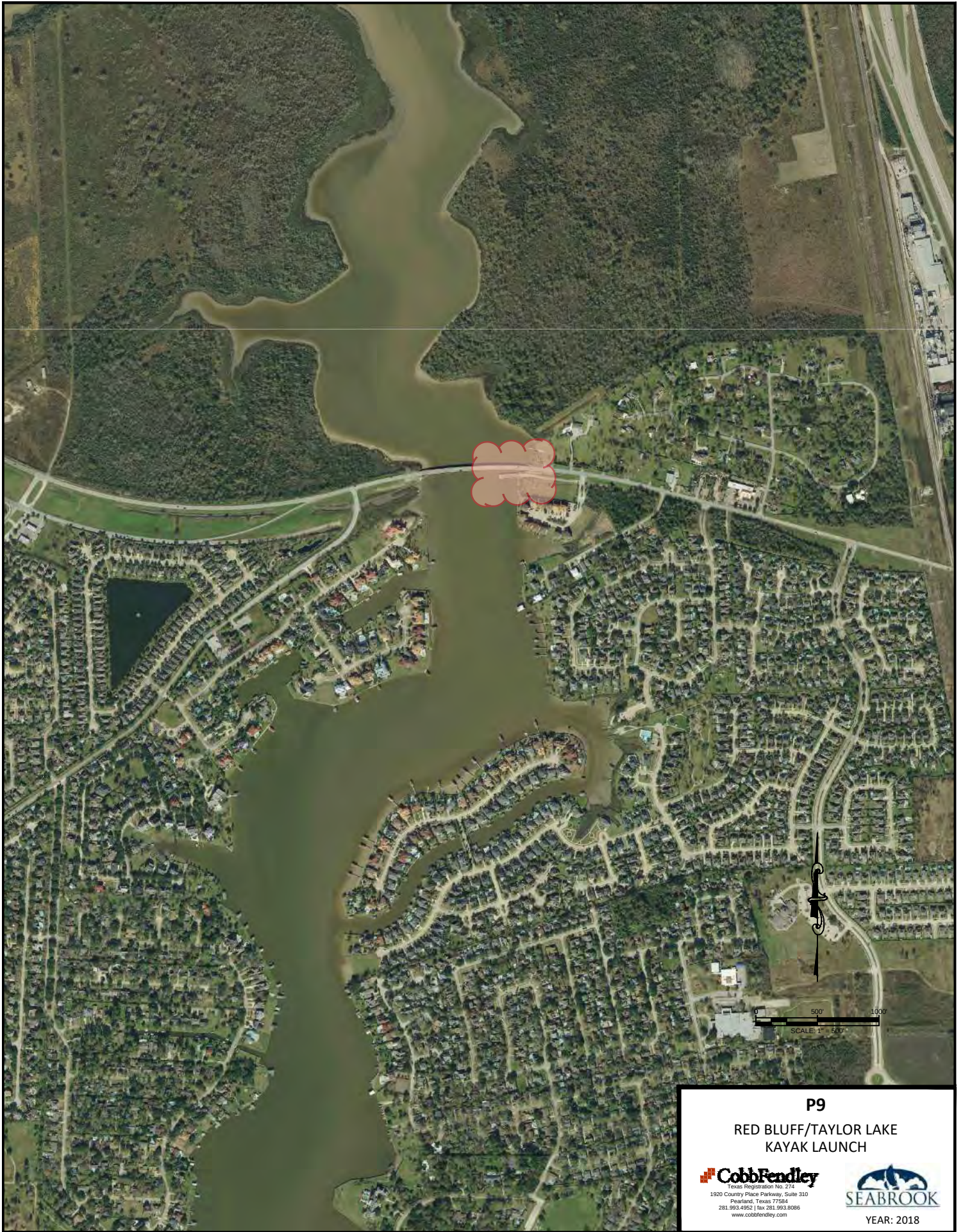
| Funding Source                   | Prior Funding | FY21 | FY22 | FY23 | FY24 | FY25+     | TOTAL            |
|----------------------------------|---------------|------|------|------|------|-----------|------------------|
| General Fund -Cash               |               |      |      |      |      |           | \$ -             |
| Certificates of Obligation       |               |      |      |      |      |           | \$ -             |
| Prior Certificates of Obligation |               |      |      |      |      |           | \$ -             |
| General Obligation Bonds         |               |      |      |      |      |           | \$ -             |
| Prior Bonds                      |               |      |      |      |      |           | \$ -             |
| Future Bonds                     |               |      |      |      |      |           | \$ -             |
| SEDC 4B Funds                    |               |      |      |      |      |           | \$ -             |
| Water/Sewer Revenue Bonds        |               |      |      |      |      |           | \$ -             |
| Enterprise Utility Fund - Cash   |               |      |      |      |      |           | \$ -             |
| Impact Fees                      |               |      |      |      |      |           | \$ -             |
| Developer Contribution           |               |      |      |      |      |           | \$ -             |
| Potential Grant                  |               |      |      |      |      |           | \$ -             |
| Fun 28 Gen CIP                   |               |      |      |      |      |           | \$ -             |
| TBD                              |               |      |      |      |      | \$ 75,000 | \$ 75,000        |
| Other: ____ (Fund/Agency)        |               |      |      |      |      |           | \$ -             |
| Park Impact Fees                 |               |      |      |      |      |           | \$ -             |
| <b>Total Funding</b>             | \$ -          | \$ - | \$ - | \$ - | \$ - | \$ 75,000 | <b>\$ 75,000</b> |

### Opinion of Probable Construction Cost Estimate

| Description  | Quantity | Unit | Unit Price                | Total Cost          |
|--------------|----------|------|---------------------------|---------------------|
| Kayak Launch | 1        | LS   | \$ 75,000.00              | \$ 75,000.00        |
|              |          |      |                           | \$ -                |
|              |          |      |                           | \$ -                |
|              |          |      |                           | \$ -                |
|              |          |      |                           | \$ -                |
|              |          |      |                           | \$ -                |
|              |          |      | <b>Construction Total</b> | <b>\$ 75,000.00</b> |

### Comments/Special Project Notes:





P9

RED BLUFF/TAYLOR LAKE  
KAYAK LAUNCH

**CobbFendley**  
Texas Registration No. 274  
1920 Country Place Parkway, Suite 310  
Pearland, Texas 77584  
281.993.4952 | fax 281.993.8086  
www.cobbfendley.com



YEAR: 2018





**ADRIAN  
GARCIA**  
COMMISSIONER

## Partnership Project Request Form Capital Improvement Project

| Requesting Agency Information      |  |
|------------------------------------|--|
| Requesting Agency                  |  |
| Requesting Agency Point Of Contact |  |
| First Name                         |  |
| Last Name                          |  |
| Title                              |  |
| Phone Number                       |  |
| Email Address                      |  |
| Physical Address                   |  |

| Request Summary                                         |                                                                                      |
|---------------------------------------------------------|--------------------------------------------------------------------------------------|
| Project Type (Select One)                               | Street, Drainage, Sidewalk, Traffic Improvements,<br>Parks, Planning Studies, Others |
| Estimated Project Cost                                  |                                                                                      |
| Funding Commitment by Requesting Entity                 |                                                                                      |
| Funding Requested From Precinct 2                       |                                                                                      |
| Alternative Requests from Precinct 2 other than funding |                                                                                      |
| Other Funding Source/Funding Partners                   |                                                                                      |
| Proposed Project Start Date                             |                                                                                      |

| Project Information Data |  |
|--------------------------|--|
|--------------------------|--|

| A. Project Description |                                        |
|------------------------|----------------------------------------|
| 1.                     | Project Name: [Redacted]               |
| 2.                     | Project Manager: [Redacted]            |
| 3.                     | Project Start Date: [Redacted]         |
| 4.                     | Project End Date: [Redacted]           |
| 5.                     | Project Budget: [Redacted]             |
| 6.                     | Project Status: [Redacted]             |
| 7.                     | Project Description: [Redacted]        |
| 8.                     | Project Objectives: [Redacted]         |
| 9.                     | Project Risks: [Redacted]              |
| 10.                    | Project Deliverables: [Redacted]       |
| 11.                    | Project Stakeholders: [Redacted]       |
| 12.                    | Project Communication Plan: [Redacted] |
| 13.                    | Project Reporting: [Redacted]          |
| 14.                    | Project Review: [Redacted]             |
| 15.                    | Project Approval: [Redacted]           |

| B. Funding Commitment and Agency Priority |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <b>Agency Commitment</b>               | <p>Agency Commitment is the agency's commitment to the project, including the agency's commitment to the project's goals, objectives, and outcomes. The agency's commitment is demonstrated by the agency's allocation of resources, personnel, and other assets to the project.</p> <p>Agency Commitment is a key factor in the selection of projects for funding. The agency's commitment is evaluated based on the agency's track record, the agency's resources, and the agency's ability to manage the project.</p> |
| 2. <b>Agency Priority</b>                 | <p>Agency Priority is the agency's priority for the project, including the agency's priority for the project's goals, objectives, and outcomes. The agency's priority is demonstrated by the agency's allocation of resources, personnel, and other assets to the project.</p> <p>Agency Priority is a key factor in the selection of projects for funding. The agency's priority is evaluated based on the agency's track record, the agency's resources, and the agency's ability to manage the project.</p>           |

| C. Master Plan Element |     |
|------------------------|-----|
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| 2                      | ... |
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| 100                    | ... |

#### **D. Flooding Threat/Safety/ Traffic Improvements**

This image shows a completely blank white rectangular area enclosed within a thin black border. There are no markings, text, or illustrations present on the page.

***E. Level of Protection/Level of Service/ Connectivity***



***F. Project Area***

***G. Ancillary Benefits***

***H. Level of Partner Participation***



***I. Operations and Maintenance Cost to Harris County***

Signature of the Applicant/Applicants Agent:

Name and Title:

Date:

ATTACHMENT

4

The Seabrook City Council, the Seabrook Economic Development Corporation and the Seabrook Planning and Zoning Commission all met in special joint session on Thursday, November 12, 2020 at 6:00 PM in special session via teleconference to consider and if appropriate, take action on the agenda items listed below:

THOSE PRESENT WERE:

CITY COUNCIL

THOM KOLUPSKI

ED KLEIN

LAURA DAVIS (exc. absence)

JEFF LARSON

NATALIE PICHA

BUDDY HAMMANN

JOE MACHOL

GAYLE COOK

STEVE WEATHERED

ROBIN LENIO

MAYOR

COUNCIL PLACE NO. 1

COUNCIL PLACE NO. 2

COUNCIL PLACE NO. 3

MAYOR PRO TEM

COUNCIL PLACE NO. 4

COUNCIL PLACE NO. 5

COUNCIL PLACE NO. 6

CITY MANAGER

CITY ATTORNEY

CITY SECRETARY

ECONOMIC DEVELOPMENT

PAUL DUNPHEY

TERRY CHAPMAN

KEVIN FERGUSON

ERNIE DAVIS (exc. absence)

GARY BELL

PAUL CHAVEZ

PAT PATEL

CHAIRMAN

VICE - CHAIR

TREASURER

SECRETARY

MEMBER

DIRECTOR OF ECONOMIC DEVELOPMENT

EDC ADMINISTRATIVE ASSISTANT

PLANNING & ZONING

GARY RENOLA

MIKE GIANGROSSO

SCOTT REYNOLDS

ROSEBUD CARADEC

GREG AGUILAR

DARRELL PICHA

ROB HEFNER

SEAN LANDIS

CHAIRMAN

VICE - CHAIR

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

DIRECTOR OF COMMUNITY

DEVELOPMENT

Mayor Kolupski called the meeting to order at 6:00 p.m. and conducted roll call to establish a quorum of City Council members.

Chairman Dunphey called the EDC meeting to order and conducted roll call to establish a quorum of EDC members.

Chairman Renola called the P&Z meeting to order and conducted roll call to establish a quorum of P&Z members.

51 **1.0 PUBLIC COMMENTS AND ANNOUNCEMENTS**

52  
53 No public comments.  
54

---

55  
56 **2.0 ROUTINE BUSINESS**

57  
58 **2.1 Approve the minutes from the August 20, 2020 Joint Teleconference Meeting. (For City**  
59 **Council and Planning & Zoning)**

60  
61 City Council:

62 Motion made by Ed Klein and seconded by Natalie Picha.

63  
64 To approve the August 20, 2020 Joint Meeting minutes as presented.

65  
66 Planning & Zoning:

67 Motion made by Mike Giangrosso and seconded by Darrell Picha.

68  
69 To approve the August 20, 2020 Joint Meeting minutes as presented.

70  
71 MOTION CARRIED BY UNANIMOUS CONSENT

72  
73 **2.0 JOINT WORK SESSION**

74  
75 **2.1 Conduct a joint work session to hear a presentation by Consultant, Retail Strategies, to**  
76 **review local retail and commercial forecast for the City of Seabrook.**

77  
78 Presentation by Chris Bontrager of Retail Strategies:

- 79 • Retail Strategies company overview
  - 80 • Discuss current trends in retail industry: E-Commerce, online sales increasing, Covid-19 pandemic, drive-thru & pick-up restaurants, less dining space
  - 81 • Scope of Work: contact developers, retailers, tenant representatives and franchise groups – regionally and nationally
  - 82 • Make direct and indirect connections through conferences, in-person meetings, phone calls and emails
  - 83 • Coordinate and communicate efforts regularly with local brokers, property owners, and city staff
  - 84 • Follow industry trends as well as changes in local market to adjust our strategy and improve efforts to maximize the retail potential in the community
  - 85 • Provide Mobile Data Collection: mobile tracking service uses data collected from mobile phone users who have agreed within their apps and phone settings to enable location information.
  - 86 • Discover customized trade area, peer analysis, and connect top categories for recruitment: restaurants, apparel and grocery
  - 87 • Prospect summary: feedback from 40% of prospects, and active conversations with 21 interested parties
- 88  
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99



- Real estate – available properties, traffic count, co-tenancy, high visibility, signage, easy access, parking, convenience
- 30 properties identified for development or opportunity in Seabrook
- 3 major Focus Zones: SH 146, Repsdorph Circle, and NASA Rd.
- Hard Corners: high traffic hard corners are prime real estate and should be protected, there is no rush to fill them up, be careful of what is allowed to develop on hard corners because there is no replicating hard corners
- Prospects at Repsdorph Circle: great access to property, great visibility, about 4,000 population in close proximity to area
- Biggest hurdle in marketing Seabrook: SH 146 highway expansion, timeline of construction, prospects want to see it when highway is ready
- Future Toll Road concerns: what is the motivation to stop in Seabrook? Recruit what kind of businesses you want in Seabrook that gives people a reason to stop here.
- Seabrook compared to surrounding communities: Southbound traffic advantageous to Seabrook

*By unanimous consent, City Council, EDC & P&Z all made motions to adjourn the Special Joint meeting for November 12, 2020.*

Having no further business, the meeting adjourned at 7:22 p.m.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Thomas G. Kolupski,  
Mayor

\_\_\_\_\_  
Robin Lenio, TRMC  
City Secretary

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Paul Dunphey,  
EDC Chairman

\_\_\_\_\_  
Pat Patel, Administrative Assistant

APPROVED THIS 19<sup>th</sup> DAY OF November, 2020.

Gary T. Renola  
\_\_\_\_\_  
Gary T. Renola,  
P&Z Chairman

Pat Patel  
\_\_\_\_\_  
Pat Patel, Administrative Assistant



# Retail and Commercial Forecast







# Workshop Agenda

1. Welcome (Gayle Cook)
2. Introduction of Retail Strategies (Paul Chavez)
3. Retail and Commercial Forecast (Chris Bontrager)
4. Questions and Answers



# Workshop Goals

- Understand the progress of the retail and commercial marketing efforts
- Develop realistic picture of Seabrook's retail potential based on current and projected space inventory
- Understand gaps and demographic marketing tools developed

## Our Process





# Trends



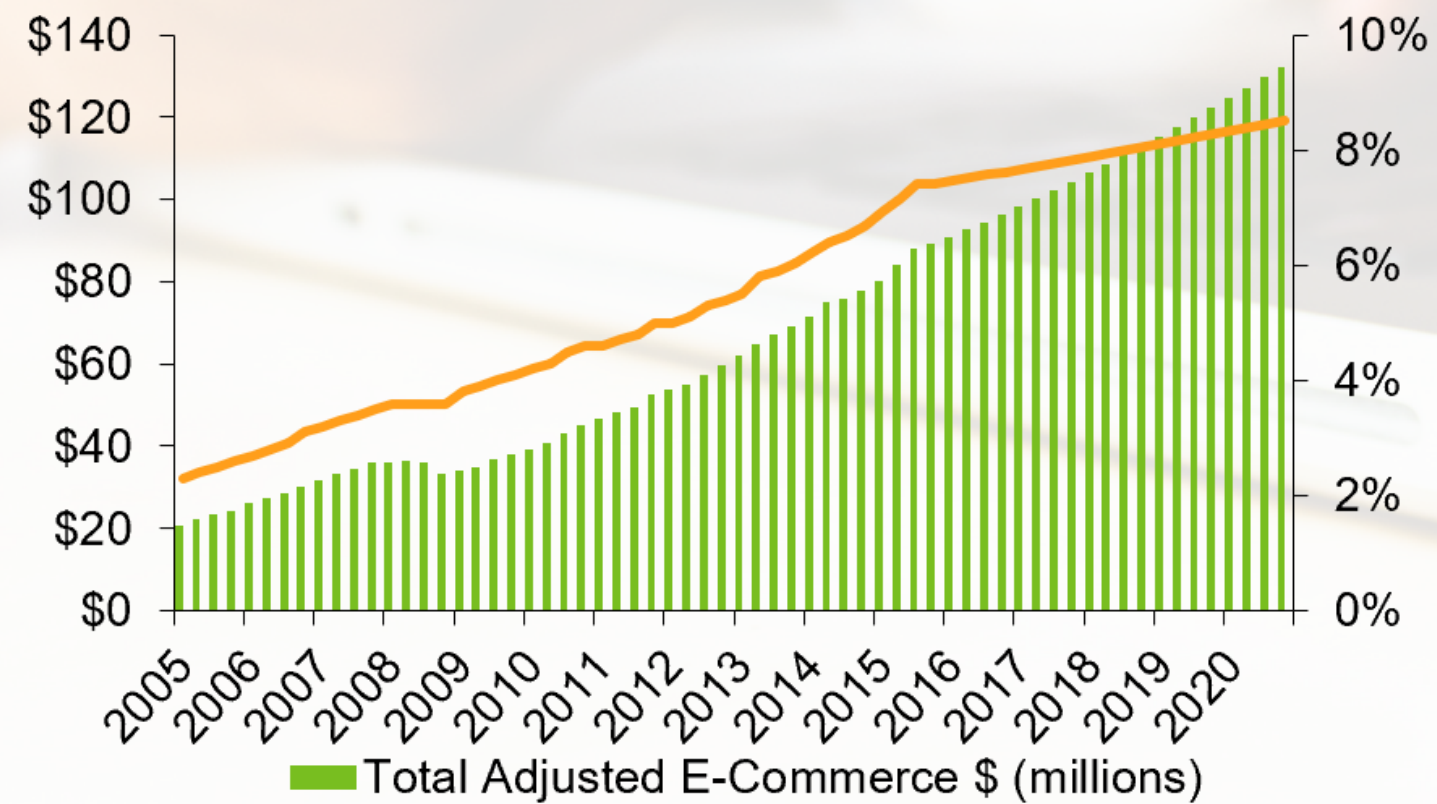
## TRENDS

# E-Commerce

Online sales have increased dramatically with the advent of new technology.

However, e-commerce is still a relatively small portion of all retail sales, capturing 9.4% of sales in 2019.

More importantly we need to recognize the trend and be aware of retailer reactions.

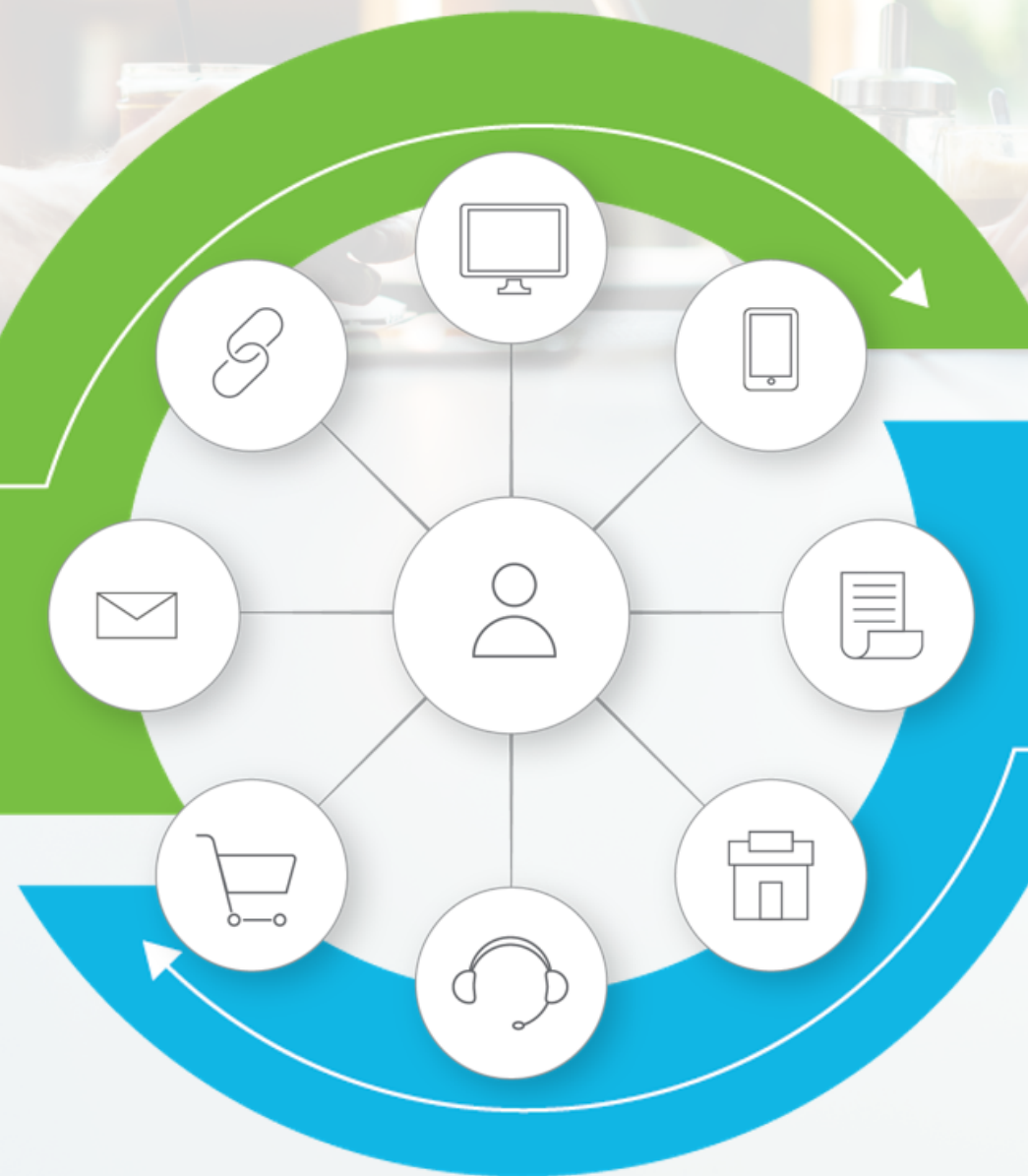


Nothing but Growth Ahead  
for E-Commerce

# Omni-channel



Bricks



Clicks



## Consumer Purchasing

78%

of consumers prefer  
to shop in-store

73%

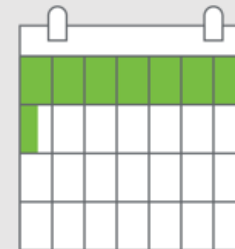
want to try-on  
before they buy

## In-store

\$1,170  
/month



7.5x  
/month



54 mins  
Time spent



## Online

\$247  
/month



2.2x  
/month



38 mins  
Time spent



# COVID-19

During the pandemic when communities had to shift their focus to support their local businesses, we added support for our client communities through providing the latest information on economic relief measures. Information included federal relief information as well as best practices amongst other municipalities throughout the country.





## COVID-19 Resistant Categories



Grocery



General  
Merchandise



Home  
Improvement



Pet  
Supplies

## Struggling Categories



Restaurants



Clothing & Accessories



Furniture &  
Home  
Furnishings



## RETAIL &amp; RESTAURANT CHANGES IN 2020

# Convenience

## Online & Drive-Thru

- Drive-throughs more important and valuable than ever
  - Demand will overtake supply of these sites
  - Economics will potentially be damaged on multi-tenant developments
- Curbside pick-up changing the landscape of parking lots within shopping centers
- Outdoor Space = Healthy
- Economics of spreading out dining areas



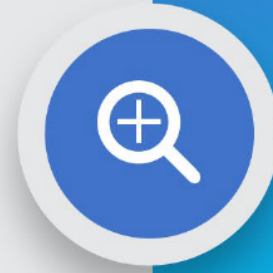


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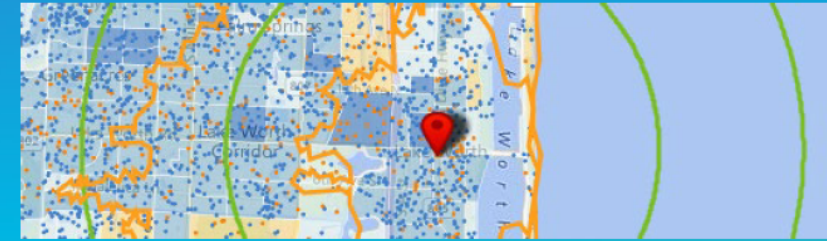
Retail Strategies

# Scope of Work

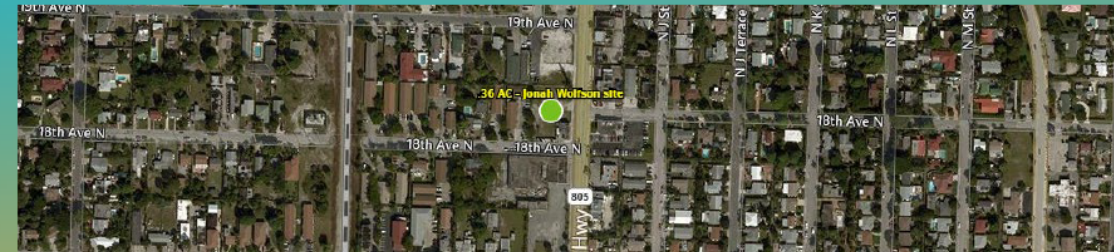




1



2



3



4



Contact developers, retailers, tenant representatives and franchisee groups -regionally and nationally



Make direct and indirect connections through conferences, in person meetings, phone calls, and emails



Coordinate and communicate our efforts regularly with local brokers, property owners, and city staff



Follow industry trends as well as changes in your local market to adjust our strategy and improve our efforts to maximize the retail potential in your community





# Research





# Mobile Data Collection

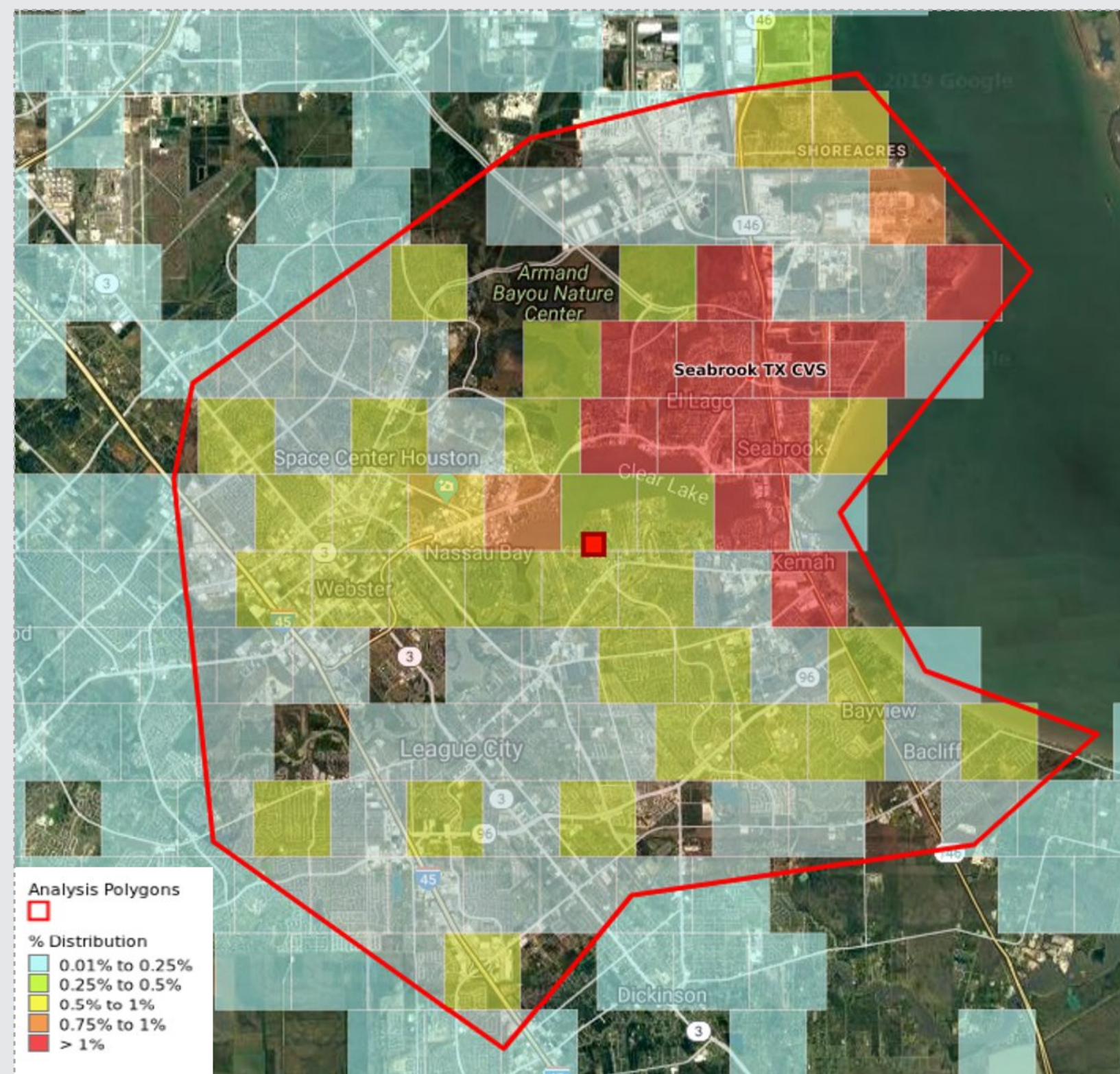
This mobile tracking service uses data collected from mobile phone users who have agreed within their apps and phone settings to enable location information. By drawing a polygon around a specific business or location we are able to gather valuable data about the customer base that has actively used their mobile device while in the identified location. This tool allows us to see where customers are coming from to shop in your market using actual data. This information is used to optimize your trade area, analyze business locations, compare frequency of visitors, and assist retailers in site selection. This is intended to support the trade area, but does not solely define the trade area.

The location tracked was

**Seabrook CVS**

for the time period of

**July 2018  
To  
July 2019**





## Customized Trade Area

197,794

2019 estimated population



211,633

projected 2024 population

7.0%

projected growth rate  
2019-2024

37

male average age

39

female average age



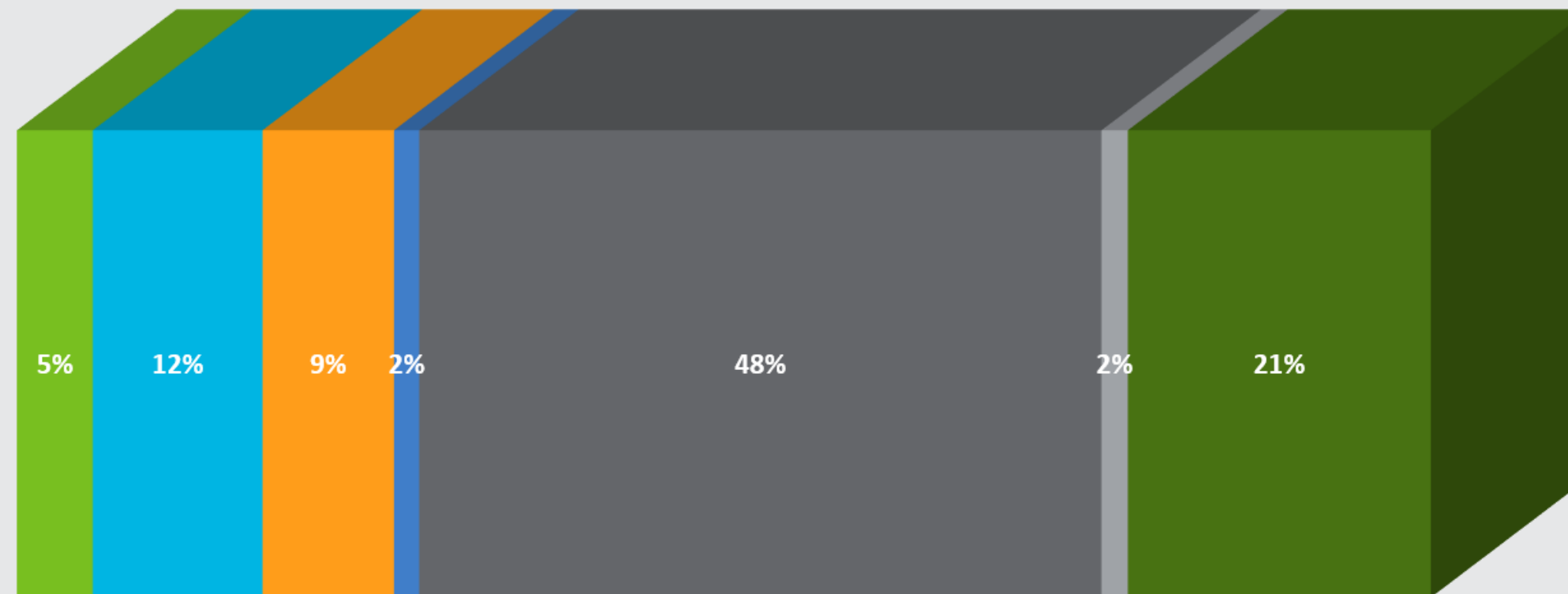
# Discover

## Customized Trade Area

### DAYTIME POPULATION

■ Children at home ■ Retired/Disable persons ■ Homemakers ■ Work at Home ■ Employed ■ Unemployed ■ Student Populations

215,423 daytime  
population

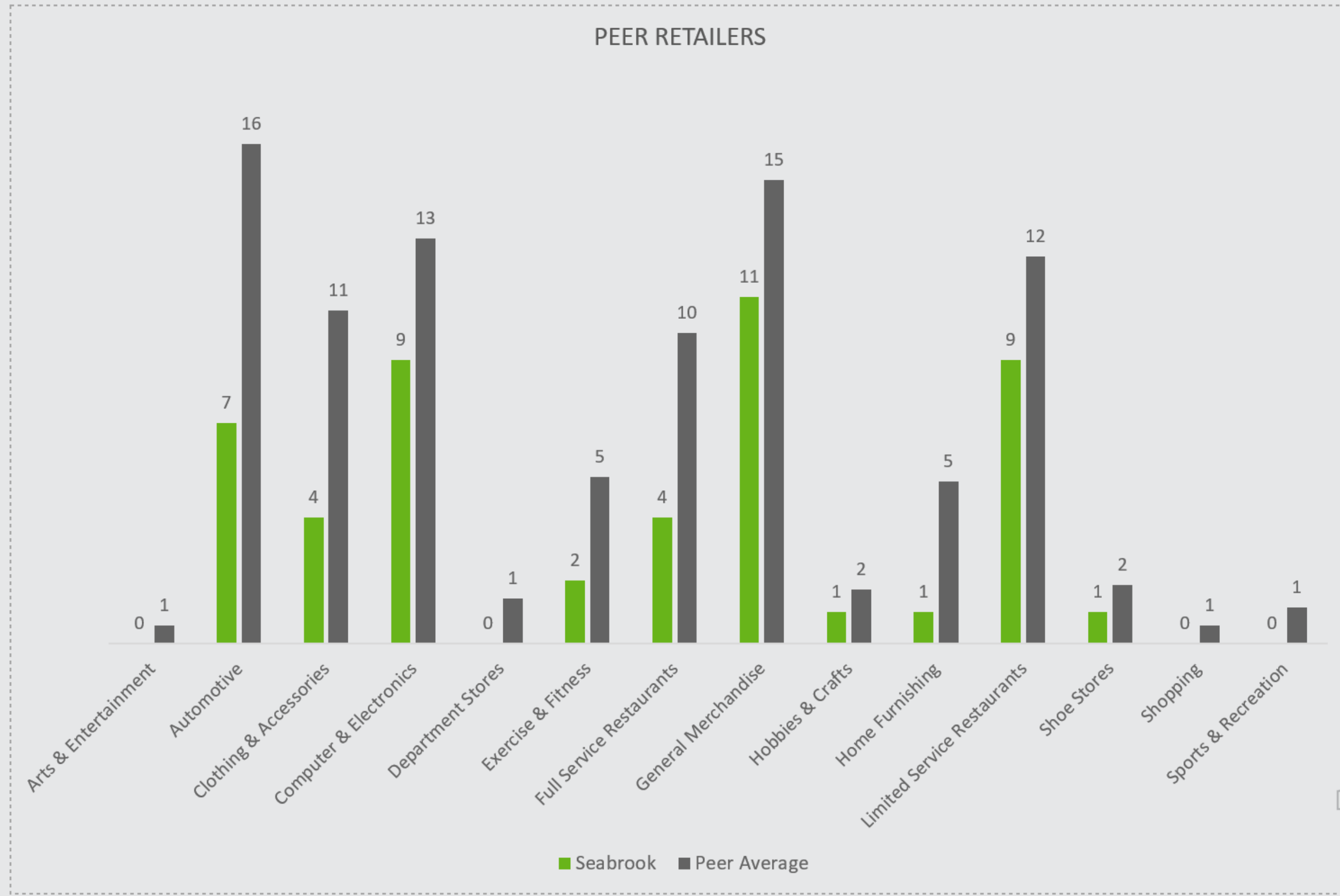


# Discover: Peer Analysis

## Retail Node Comparison Report – 10 Minute Drive Time

| Address                 | City         | State | Residential Population | Daytime Population | Median HH Income | Market Supply   |
|-------------------------|--------------|-------|------------------------|--------------------|------------------|-----------------|
| Kroger                  | Seabrook     | TX    | 74,607                 | 80,937             | \$85,736         | \$961,171,388   |
| 12312 Will Clayton Pkwy | Humble       | TX    | 80,159                 | 59,710             | \$89,004         | \$594,235,973   |
| 406 S Walton Blvd       | Bentonville  | AR    | 76,286                 | 102,837            | \$74,772         | \$1,755,490,296 |
| 602 Cibolo Valley Drive | Cibolo       | TX    | 73,984                 | 76,886             | \$81,589         | \$799,128,785   |
| 951 Sw Wilshire Blvd    | Burleson     | TX    | 74,364                 | 65,627             | \$72,926         | \$966,869,373   |
| 308 N Airline Hwy       | Gonzales     | LA    | 76,993                 | 78,338             | \$75,820         | \$1,069,718,589 |
| 40567 La Hwy 42         | Prairieville | LA    | 73,377                 | 63,787             | \$81,059         | \$1,167,081,192 |
| 782 E Interstate 30     | Rockwall     | TX    | 82,432                 | 76,107             | \$84,634         | \$1,249,275,385 |

# Discover: Peer Analysis





# connect

Your Top Categories for Recruitment



Restaurants



Apparel



Grocery

3



# Prospect Summary

Feedback from 40% of Prospects

Active conversations with 21 interested parties



## Prospects Identified by Category.

Quick Service Restaurants: 33

Full Service Restaurants: 8

Coffee, Juice, Tea, etc.: 8

Automotive: 6

Medical/Health/Fitness: 5

Hair/Beauty: 3

Clothing/Shoes/Accessories: 9

Hardware: 7

Grocery: 4

Home Goods/Furniture: 6

Sporting Goods: 1



# Real Estate

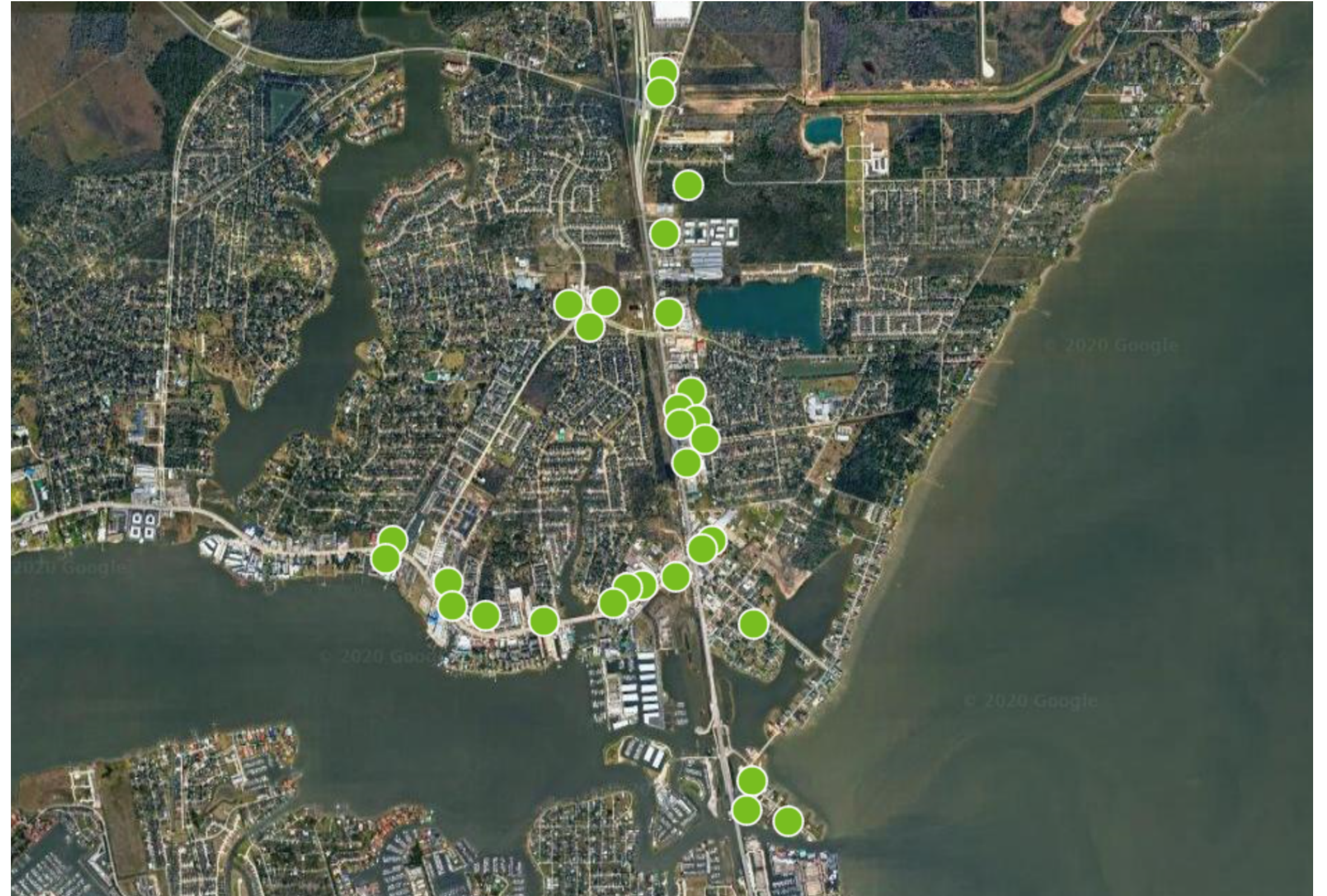






# Real Estate Overview

**30 properties identified  
for development or  
opportunity**







# Real Estate Overview

## Focus Zones





# Custom Marketing Materials

- Retail City Site
- Custom Marketing Guide



[WWW.SEABROOK.RETAILSTRATEGIES.COM](http://WWW.SEABROOK.RETAILSTRATEGIES.COM)





retailstrategies.com



# retail strategies

## SEABROOK, TEXAS

### Market Guide

### City Contact Information



**Paul M. Chavez**  
Economic Development Director  
pchavez@seabrooktx.gov

1700 1st Street  
Seabrook, TX 77586

281.291.5730 direct  
832.547.5721 cell

www.seabrooktx.gov

### Focus Properties

Retail Strategies has a catalogue of retail commercial real estate properties in this market.



For more information, please contact the Portfolio Director and/or Retail Development Director listed on the front of this guide.

### Demographics (10 Minute Drive Time)



Population  
74,607



Average Age  
39.4



Household Income (Median)  
\$85,736



Household Income (Average)  
\$111,880



Number of Households  
29,376



Growth Rate  
7.71%

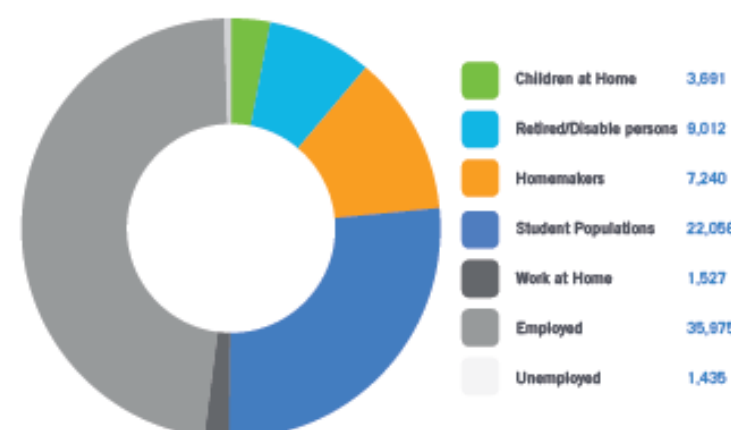
### Peer Analysis

The Peer Analysis is derived from a 5 or 10 minute drive time from major comparable retail corridors throughout the country. The variables used are population, income, daytime population, market supply and gross leasable area. The following are retail areas that most resemble this core city:

#### Peer Trade Areas

Humble, TX  
Bentonville, AR  
Cibola, TX  
Burleson, TX  
Gonzales, LA  
Prairieville, LA  
Rockwall, TX

### Daytime Population 80,937 (10 Minute Drive Time)



### Focus Categories

The top categories for focused growth in the municipality are pulled from a combination of leakage reports, peer analysis, retail trends and real estate intuition. Although these are the top categories, Retail Strategies' efforts are inclusive beyond the defined list. Let us know how we can help you find a site!



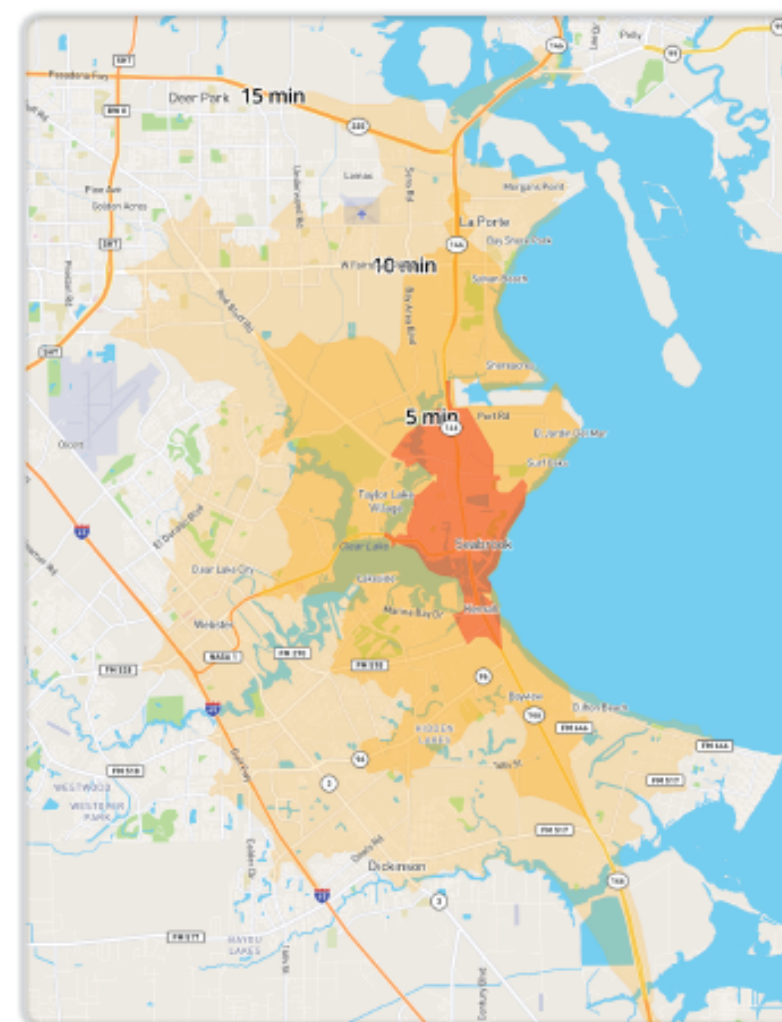
Restaurants



Apparel



Grocery Stores



| DEMOGRAPHIC PROFILE       | 3 Mile Radius | 5 Mile Radius | 10 Mile Radius |
|---------------------------|---------------|---------------|----------------|
| 2019 Estimated Population | 36,070        | 89,996        | 360,833        |
| Daytime Population        | 30,438        | 101,370       | 406,950        |
| Median HH Income          | \$89,188      | \$86,385      | \$79,919       |
| Number of Households      | 14,598        | 35,877        | 135,398        |

|                           | 5 Minute DT | 10 Minute DT | 15 Minute DT |
|---------------------------|-------------|--------------|--------------|
| 2019 Estimated Population | 16,118      | 74,607       | 208,164      |
| Daytime Population        | 16,273      | 80,937       | 288,492      |
| Median HH Income          | \$85,889    | \$85,736     | \$77,848     |
| Number of Households      | 6,471       | 29,376       | 80,194       |



**Christopher Bontrager**  
Portfolio Director  
cbontrager@retailstrategies.com  
205.534.4916 cell



**Madison Neal**  
Retail Development Coordinator  
mneal@retailstrategies.com  
205.314.0383 office



Follow us! [in](#) [ig](#) [f](#) [t](#)

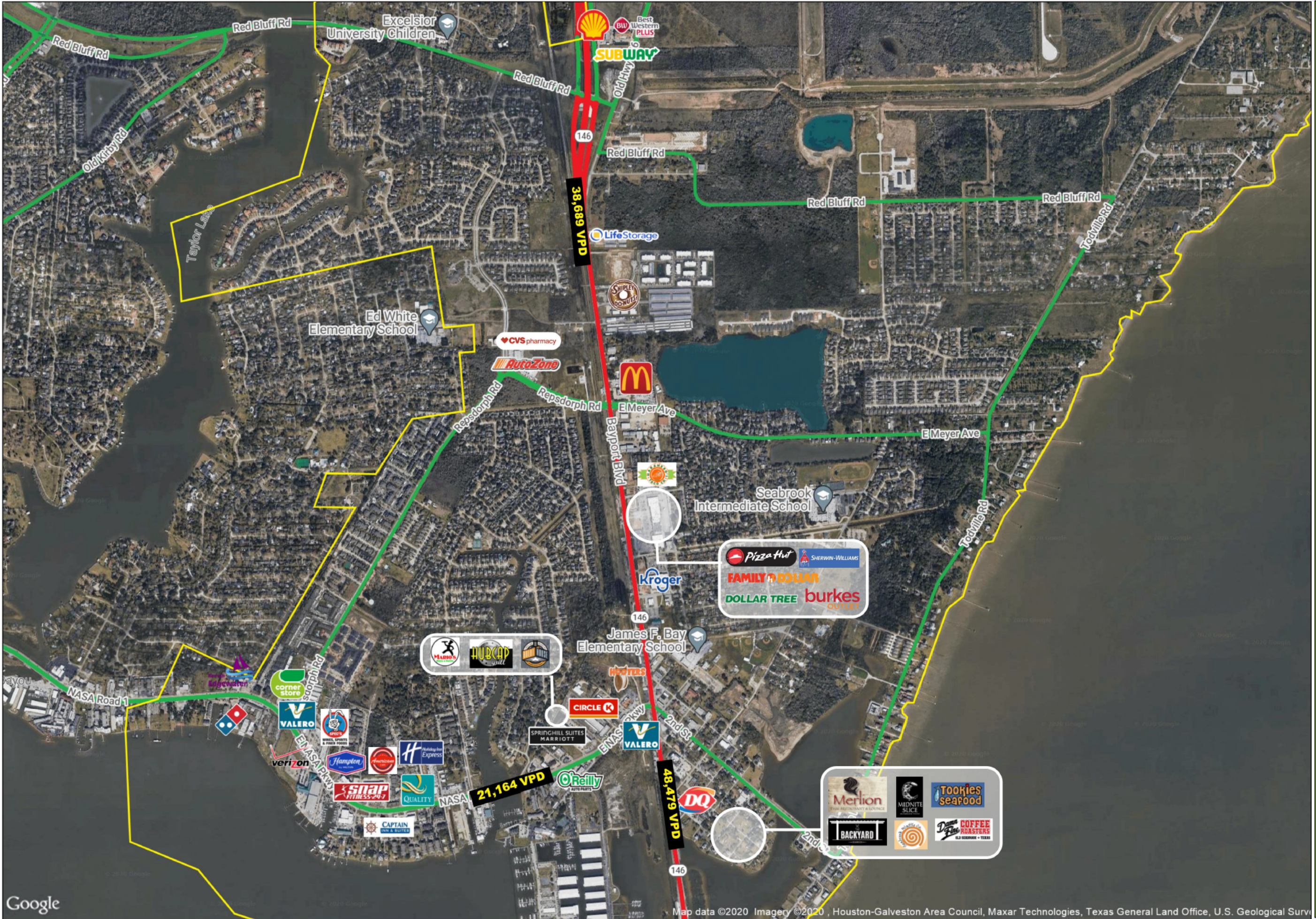






# SEABROOK, TEXAS

Major Retail & Restaurants





# Seabrook, TX

## Retail Strategies City Site

## Demographics

Marketing Flier

## Contact Us

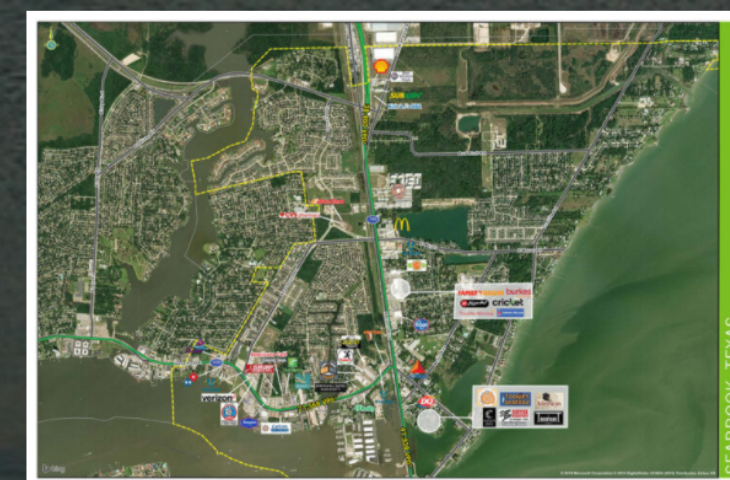
# Seabrook

Texas

*We are looking forward to working with you to build our community.*

## COMMUNITY INFO

## RETAIL AERIAL



# On-going Effort

grow



## Strategy Update

Continuously improving our efforts to maximize the retail potential in your community



## Retail Expansion & Trends

Appropriately position your community  
Update City leaders on the latest in retail



## On Demand Reporting

Your research concierge.







# Questions





ATTACHMENT

5

THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF SEABROOK MET ON **THURSDAY, NOVEMBER 12, 2020** AT 7:00 P.M. VIA TELECONFERENCE TO CONSIDER, AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE AGENDA ITEMS LISTED BELOW.

BOARD MEMBERS PRESENT:

|                            |                        |
|----------------------------|------------------------|
| PAUL R. DUNPHEY            | CHAIRMAN               |
| TERRY CHAPMAN              | VICE-CHAIR             |
| KEVIN FERGUSON             | TREASURER              |
| ERNIE DAVIS (exc. absence) | SECRETARY              |
| THOMAS KOLUPSKI            | MAYOR                  |
| GARY BELL                  | MEMBER                 |
| JEFF LARSON                | COUNCIL REPRESENTATIVE |

ALSO PRESENT WERE:

|                 |                                  |
|-----------------|----------------------------------|
| GAYLE COOK      | CITY MANAGER                     |
| STEVE WEATHERED | CITY/EDC ATTORNEY                |
| PAUL CHAVEZ     | DIRECTOR OF ECONOMIC DEVELOPMENT |
| PAT PATEL       | EDC ADMINISTRATIVE ASSISTANT     |

EDC Chairman Paul Dunphey called the meeting to order at 7:28 p.m. and declared that a quorum was present.

**1. PUBLIC COMMENTS AND ANNOUNCEMENTS**

There were no public comments.

---

**2. PRESENTATIONS**

**2.1 EDC Director's report on economic development activities for October 2020.**

EDC Director Paul Chavez gave his monthly report on economic development activities for the month of October.

---

**3. NEW BUSINESS**

**3.1 Consider and take all appropriate action on request by KIWO, for additional extension on relocating their emulsion manufacturing operations to the City of Seabrook.**

Presentation made by Pedro Guerrero, Executive Vice President of KIWO:

- Due to Covid-19 everything came to a halt
- Sales dropped in second quarter by almost 70%
- Work hours have been shortened
- Figure out how to keep employees safe
- Not possible to split crews in production area
- Relocation came to a complete halt

- Third & fourth quarters there was improvement in sales
- Continued efforts to start relocation and add personnel by third quarter
- Have added about 25% more employees at current location (now at 41)
- Have started switching out distributors
- Company is not in jeopardy – still financially strong
- Request for another year for relocation efforts

Motion made by Kevin Ferguson and seconded by Gary Bell.

To grant the additional extension to KIWO on relocating their emulsion manufacturing operations to the City of Seabrook on or before December 1, 2021.

**MOTION CARRIED BY UNANIMOUS CONSENT**

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#### **4. ROUTINE BUSINESS**

##### **4.1 Approve minutes of the October 8, 2020 teleconference EDC meeting.**

Motion made by Kevin Ferguson and seconded by Gary Bell.

To approve the minutes as presented.

**MOTION CARRIED BY UNANIMOUS CONSENT**

##### **4.2 Update on SH 146 expansion.**

- Phase 1: Widen existing NB Clear Creek bridge and build new NB Frontage Road in Seabrook
- Phase 2: Widen existing SB Clear Creek bridge, build new SB Frontage Road, and build majority of new Express bridge
- Phase 3: Reconstruct and elevate existing SH 146 mainlines and build new NB Frontage Road in Kemah
- Phase 4: Build north and south ends of Express Bridge, finish SB Frontage Road in Kemah

##### **4.3 Establish future meeting dates and agenda items.**

Next EDC Meeting on Thursday, December 10<sup>th</sup>.

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

APPROVED ON THE \_\_\_\_ DAY OF \_\_\_\_.

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Paul Dunphey, EDC Chairman

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Pat Patel,  
EDC Administrative Assistant



ATTACHMENT

6



**Phase 1:** (Feb 2019 to May 2021\*)

Widen existing NB Clear Creek bridge and build new NB Frontage Road in Seabrook

**Phase 2:** (July 2020 to August 2022\*)

Widen existing SB Clear Creek bridge, build new SB Frontage Road, and build majority of new Express bridge

**Phase 3:** (August 2020 to March 2023\*)

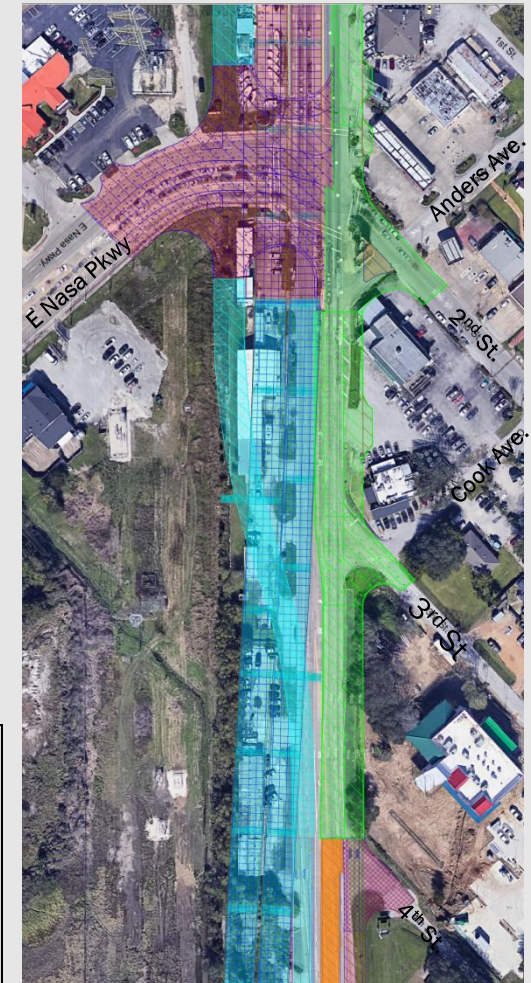
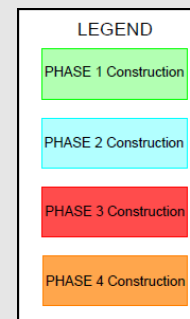
Reconstruct and elevate existing SH 146 mainlines and build new NB Frontage Road in Kemah

**Phase 4:** (July 2020 to March 2023\*)

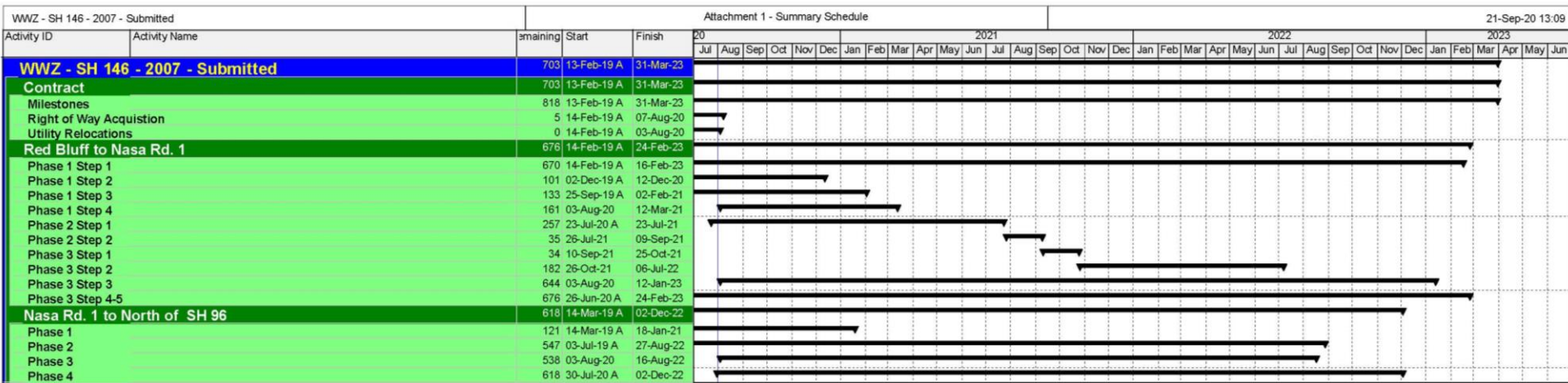
Build north and south ends of Express Bridge, finish SB Frontage Road in Kemah

## PROJECT PHASING

### Construction



\* Phase durations are per latest contractor schedule and are subject to change



# PROJECT SCHEDULE

## Construction

\* Phase durations are per latest contractor schedule and are subject to change





# PROJECT PROGRESS

Kemah:

- Express Bridge near Boardwalk (right)
- Express Bridge Cap Construction (bottom right)
- Express Bridge Columns (bottom)







**Phase 1:** (Feb 2019 to May 2021\*)

Widen existing NB Clear Creek bridge and build new NB Frontage Road in Seabrook

**Phase 2:** (July 2020 to August 2022\*)

Widen existing SB Clear Creek bridge, build new SB Frontage Road, and build majority of new Express bridge

**Phase 3:** (August 2020 to March 2023\*)

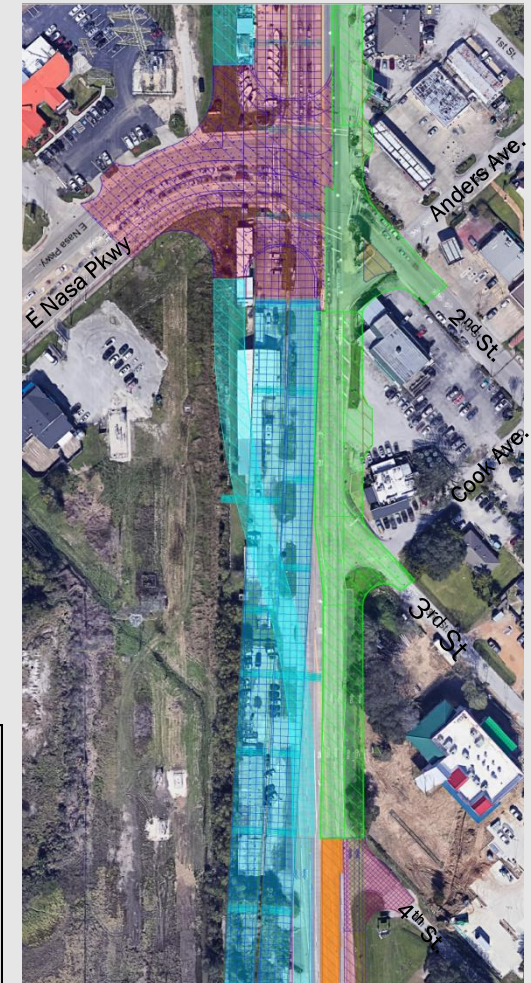
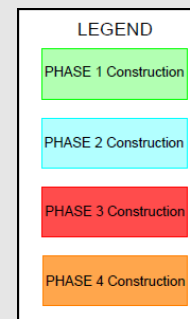
Reconstruct and elevate existing SH 146 mainlines and build new NB Frontage Road in Kemah

**Phase 4:** (July 2020 to March 2023\*)

Build north and south ends of Express Bridge, finish SB Frontage Road in Kemah

## PROJECT PHASING

### Construction



\* Phase durations are per latest contractor schedule and are subject to change



| WWZ - SH 146 - 2007 - Submitted |               |           |       | Attachment 1 - Summary Schedule |     |                       |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     | 21-Sep-20 13:09 |  |      |  |  |  |  |
|---------------------------------|---------------|-----------|-------|---------------------------------|-----|-----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------|--|------|--|--|--|--|
| Activity ID                     | Activity Name | Remaining | Start | Finish                          | 20  | 2021                  |     |     |     |     |     |     |     |     |     |     |     | 2022 |     |     |     |     |     |     |     |     |     |                 |  | 2023 |  |  |  |  |
|                                 |               |           |       |                                 | Jul | Aug                   | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug  | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun             |  |      |  |  |  |  |
| WWZ - SH 146 - 2007 - Submitted |               |           |       |                                 | 703 | 13-Feb-19 A 31-Mar-23 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Contract                        |               |           |       |                                 | 703 | 13-Feb-19 A 31-Mar-23 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Milestones                      |               |           |       |                                 | 818 | 13-Feb-19 A 31-Mar-23 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Right of Way Acquisition        |               |           |       |                                 | 5   | 14-Feb-19 A 07-Aug-20 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Utility Relocations             |               |           |       |                                 | 0   | 14-Feb-19 A 03-Aug-20 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Red Bluff to Nasa Rd. 1         |               |           |       |                                 | 676 | 14-Feb-19 A 24-Feb-23 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 1 Step 1                  |               |           |       |                                 | 670 | 14-Feb-19 A 16-Feb-23 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 1 Step 2                  |               |           |       |                                 | 101 | 02-Dec-19 A 12-Dec-20 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 1 Step 3                  |               |           |       |                                 | 133 | 25-Sep-19 A 02-Feb-21 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 1 Step 4                  |               |           |       |                                 | 161 | 03-Aug-20 12-Mar-21   |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 2 Step 1                  |               |           |       |                                 | 257 | 23-Jul-20 A 23-Jul-21 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 2 Step 2                  |               |           |       |                                 | 35  | 26-Jul-21 09-Sep-21   |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 3 Step 1                  |               |           |       |                                 | 34  | 10-Sep-21 25-Oct-21   |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 3 Step 2                  |               |           |       |                                 | 182 | 26-Oct-21 06-Jul-22   |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 3 Step 3                  |               |           |       |                                 | 644 | 03-Aug-20 12-Jan-23   |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 3 Step 4-5                |               |           |       |                                 | 676 | 26-Jun-20 A 24-Feb-23 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Nasa Rd. 1 to North of SH 96    |               |           |       |                                 | 618 | 14-Mar-19 A 02-Dec-22 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 1                         |               |           |       |                                 | 121 | 14-Mar-19 A 18-Jan-21 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 2                         |               |           |       |                                 | 547 | 03-Jul-19 A 27-Aug-22 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 3                         |               |           |       |                                 | 538 | 03-Aug-20 16-Aug-22   |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |
| Phase 4                         |               |           |       |                                 | 618 | 30-Jul-20 A 02-Dec-22 |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |                 |  |      |  |  |  |  |

# PROJECT SCHEDULE

## Construction

\* Phase durations are per latest contractor schedule and are subject to change





## PROJECT PROGRESS

### Seabrook:

- Southbound Express Bridge over NASA Road 1 (right)
- Setting Girders on Express Bridge (bottom right)
- Southbound Express Bridge – Approaching the Future Exit Ramp (bottom)

