SEABROOK

SEABROOK ECONOMIC DEVELOPMENT CORPORATION
NOTICE OF MEETING
THURSDAY, AUGUST 8, 2024 - 6:00 PM

For city information visit www.seabrooktx.gov
For Agenda Center visit www.seabrooktx.gov/agendacenter

NOTICE IS HEREBY GIVEN THAT THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION WILL MEET ON **THURSDAY, AUGUST 8, 2024 AT 6:00 PM** AT **SEABROOK CITY HALL**, 1700 FIRST STREET, SEABROOK, TEXAS, 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.**

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time the Commission will 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. In accordance with the Open Meetings Act, Commission Members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please state your name and address clearly before making your comments. Thank you.

2. PRESENTATIONS

2.1 Presentation by Clear Lake Area Chamber of Commerce.

2.2 Presentation by Economic Alliance Houston Port Region. *Chad Burke*

2.3 Presentation by Josh Perella to the Economic Development Corporation on the state of Seabrook businesses.

3. NEW BUSINESS

3.1 Consider and take all appropriate action on renewal of the Clear Lake Area Chamber of Commerce contract beginning October 1, 2024 thru September 30, 2025 in an amount not to exceed $10,000. This is a budgeted item.

3.2 Consider and take all appropriate action on the renewal of a three-year contract with The Economic Alliance Houston Port Region for economic development services to the Seabrook Economic Development Corporation starting on October 1, 2024 thru September 30, 2027, in an amount not to exceed $12,000 per year.

3.3 Consider and take all appropriate action on the renewal of the Administrative Staffing Services Agreement for fiscal year 2024-2025, in an amount not to exceed $113,745.00. This is a budgeted item for FY 2024-2025.

3.4 Consider and take all appropriate action on proposed amendment to the EDC Bylaws, Article Four, Section 4.02 "Number, Qualifications, and Tenure of Directors", for staggered terms of directors and submittal of Resolution 2024-19 for City Council approval.

3.5 Consider, discuss and act upon EDC Sales Tax Workshop on November 22, 2024. *Gayle Cook, City Manager*

4. DISCUSSION

4.1 Discuss potential dates for a joint meeting with City Council and the Planning and Zoning Commission for updates on all strategic plans related to development in accordance with the SEDC 2024-2026 Strategic Plan, Goal 4, Strategy 2.

5. ROUTINE BUSINESS

5.1 Update by Director on Strategic Plan Initiatives, Monthly Reporting and Activities.

5.2 EDC Financial Report

5.3 Approve minutes of the July 18, 2024, Regular EDC Meeting.

5.4 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.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE, 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 291-5663 OR CITYSEC@SEABROOKTX.GOV FOR FURTHER

INFORMATION.

I certify that this notice was posted on the bulletin board on or before Friday, August 2, 2023 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Kiarra Bellow,
EDC Administrative Coordinator

CLEAR LAKE AREA Chamber of Commerce
Serving Bay Area Houston since 1962

July 24, 2024

Mayor Thom Kolupski
City of Seabrook
1700 First Street
Seabrook, Texas 77586

Dear Mayor Kolupski,

On behalf of the Clear Lake Area Chamber of Commerce I want to thank you, the City of Seabrook and City of Seabrook Economic Development Corporation for your support and commitment to the mission of the Clear Lake Area Chamber of Commerce as an economic development organization to be "Champions for business success and quality of life in our community".

The Clear Lake Area Chamber of Commerce recognizes and understands challenges facing business owners in today's economic climate. We continue to work diligently on behalf of our members and our community to educate, promote and advocate for business by providing pertinent information on our website www.clearlakearea.com, coordinating informative and educational seminars, produce special events to foster business connections such as the annual Epicurean Evening, Christmas Boat Lane Parade, Business and Wellness Expo and the New Teachers' Luncheon as well as monthly membership luncheons.
As the "voice of business", our Chamber is committed to the success of the business community by:

- Providing timely communications to educate about issues that impact local businesses.
- Spotlighting businesses and gaining visibility for our local community.
- Advocating for business by promoting a pro-business climate and adopting positions to influence public policy through communications with federal, state, and local elected officials. Such as:
    - Supporting legislation to fund the Gulf Coast Protection District for storm surge protection for communities and citizens from Sabine Pass to Galveston
    - Supporting funding by the Texas Legislature of the "CHIPS" Act for the produce of semiconductors manufacturing and design.
    - Supporting the formation of the Texas Space Commission for the long-term success of the space industry and NASA in the State of Texas.
    - Urging the EPA and Congress to address the cleanup of the San Jacinto River Waste Pits Superfund Site that flows into Galveston Bay contaminating and endangering the ecosystem of the Bay.
    - Supporting the Port of Houston's efforts to reduce truck emissions facilities grant program.
    - Visiting congressional offices for continued funding for NASA, Johnson Space Center and Human Space Flight Exploration.

The annual investment from the City of Seabrook and City of Seabrook Economic Development Corporation helps to provide the resources to produce these essential programs which serve our community. Therefore, with your support we continue to help the businesses in the Clear Lake area, Seabrook, Bay Area Houston region establish, sustain and/or grow their businesses and their livelihood.

As a volunteer business organization solely funded by membership investments and special events, our Chamber's Officers, Directors, volunteers and staff continue to produce timely and meaningful programs and strive to accomplish our ambitious annual agenda. Clearly the collaboration between the City of Seabrook, City of Seabrook Economic Development Corporation and the Clear Lake Area Chamber of Commerce proves our mutual objective to achieve our goals of economic growth and superior quality of life.

As a reminder the annual agreement between City of Seabrook, City of Seabrook Economic Development Corporation and the Clear Lake Area Chamber of Commerce begins in October. Listed below are the investment benefits as well as the Christmas Boat Lane Parade sponsorship:

The investment of $12,000 annually would be applied accordingly (invoiced separately):

- $10,000 – Annual Investment for 2024 beginning October 2024.
- $2,000 – Annual Christmas Boat Lane Parade Sponsorship for 2024.

In appreciation for your investment the City of Seabrook/City of Seabrook Economic Development Corporation will receive:

- All the privileges of the Basic Chamber Membership
- Annual Chairman's Ball Awards Gala includes two tickets to the event
- Two Tickets to every (10) Monthly Membership Luncheon
- Tuition for one Leadership Clear Lake participant class of 2027 (beginning August 2026)
- City Name scrolled on home page of Chamber website
- City Name and Logo in Chamber publications including but not limited to Chamber event programs and PowerPoint presentations.
- E-blast promotions in monthly "On the Horizon" emails to membership on the 15th of each month. (ad due on the 10th) of city-wide public activities.
- Sponsorship of the Christmas Boat Lane Parade in December 2024 (with all the sponsorship perks that are included at the $2,000 level). (invoiced separately)

Please contact me, Cindy DeWease, President, and CEO of the Clear Lake Area Chamber of Commerce at 281-488-7676 or cindy@clearlakearea.com if you have questions regarding the Chamber and/or this pending agreement.

The City of Seabrook was one of our Chamber's founding cities in 1962. On behalf of the Officers, Directors, membership, and staff **thank you** for the opportunity to serve the business community of the City of Seabrook for the past 62 years and into the future.

Respectfully,

Cindy DeWease

Cindy DeWease
President and CEO

cc. Gayle Cook, City Manager, City of Seabrook

THE CITY OF SEABROOK ECONOMIC DEVELOPMENT CORPORATION AGREEMENT

Member Request by Clear Lake Area Chamber of Commerce:

The Clear Lake Area Chamber of Commerce requests a $10,000 monetary investment/annual membership from The City of Seabrook Economic Development Corporation during fiscal year 2024-2024. The annual membership detailed in this document is for the period from October 1, 2024, to September 30, 2025. CLACC would submit an invoice to the City by October 1, 2024, and payment would be made to the CLACC by October 31, 2024.

Scope of Services:
During the terms of this Agreement, the Clear Lake Area Chamber of Commerce agrees to perform, direct, or fund the following activities and services for the City of Seabrook Economic Development Corporation:
Privileges as an Economic Development Partner, are the following:

- All the privileges of the Basic Chamber Membership
- 2024 Annual Chairman's Ball Awards Gala includes two tickets to the event, Friday, October 4th
- Two Tickets to (10) Monthly Membership Luncheons October 2024 to Sept 2025
- One individual of your choice to participate in Leadership Clear Lake class of 2027 (beginning August 2026)
- City Name scrolled on home page of Chamber website
- City Name and Logo in Chamber publications including but not limited to Chamber event programs and PowerPoint presentations.
- E-blast promotions in monthly "On the Horizon" emails to membership on the 15th of each month. (ad due on the 10th) of city-wide public activities.

Optional Sponsorship:
City of Seabrook, as an option, and not as a requirement to this Agreement, may sponsor the Christmas Boat Lane Parade in December 2024, by the additional payment of $2,000, which shall be invoiced separately and include benefits awarded to the $2,000 Bronze Sponsor level.

If the above terms meet with your approval, please indicate your acceptance by signing below.

CITY OF SEABROOK ECONOMIC DEVELOPMENT CORPORATION	**CLEAR LAKE AREA CHAMBER OF COMMERCE**
City of Seabrook Economic Development Corporation	President Cindy H. DeWease
Date Signed	Date Signed

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

This Economic Development Services Agreement ("Agreement") is made and entered into by and between the **Economic Alliance Houston Port Region**, a Texas non-profit corporation, 203 Ivy Avenue, Ste. 200, Deer Park, Texas 77536 (hereinafter "Economic Alliance"), and the **Seabrook Economic Development Corporation**, 1700 First Street, Seabrook, Texas 77586, a "4B" corporation formed under the Development Corporation Act and the Texas Non-profit Corporation Act, (hereinafter "EDC") for the purposes described herein.

WHEREAS, Economic Alliance is a non-profit corporation organized to promote economic development with an emphasis on performance in the southeast portion of Harris County, and;

WHEREAS, the City of Seabrook, Texas is located in Harris county,

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

WHEREAS, EDC may, by state law, spend a portion of its funds for administrative services to help it meet its legislative mandate for economic development; and

WHEREAS, EDC seeks assistance to fulfill its economic development goals within the City; and

WHEREAS, Economic Alliance is qualified and willing to perform such assistance functions; now, therefore,

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

ARTICLE I
Goals

Section 1.01: EDC represents its goals in its Economic Development Program to include, but may not be limited to the following:

a. Creating economic diversification to provide for stable, consistent and balanced growth;
b. Building Seabrook's business/commercial tax base;
c. Retaining existing jobs;
d. Creating an economic climate conducive to the development and growth of business investment and commerce;
e. Enhancing the quality of life for all citizens residing or working within Seabrook, Texas;

f. Promoting Seabrook, Texas as the location of choice for new, expanding and relocating businesses;
g. Attracting new businesses and development to Seabrook, Texas;
h. Encouraging the expansion and development to Seabrook, Texas;
i. Retaining businesses currently located in Seabrook, Texas;
j. Establishing new partnerships for the promotion of economic development.

ARTICLE II
Qualifications of THE ECONOMIC ALLIANCE

Section 2.01: THE ECONOMIC ALLIANCE represents that:

a. THE ECONOMIC ALLIANCE is a non-profit entity that is authorized to promote economic development in all or a portion of Harris County and is currently in good standing with the State and Federal government;
b. THE ECONOMIC ALLIANCE is engaged in an on-going effort to attract new businesses, to encourage the expansion of existing businesses, or to retain existing businesses in Harris County, including Seabrook, Texas;
c. THE ECONOMIC ALLIANCE hereby agrees to participate in joint projects and coordinate its activities with EDC and in an effort to reduce duplication of services and to enhance cooperation.

ARTICLE III
Scope of Services

Section 3.01: Services to be Provided: THE ECONOMIC ALLIANCE will provide to EDC the services described in the following paragraphs:

a. Establish an ongoing program to develop quality prospect leads, focusing on the targeted industries of greatest importance to EDC;
b. Undertake or update workforce analyses to provide current data targeted to prospective industries;
c. Interact with local, state, and federal officials, and local economic development organizations and chambers of commerce on a regular basis;
d. Compile and disseminate economic and business related data to EDC on at least an annual basis;
e. Interact with the Texas Department of Economic Development on behalf of EDC and other economic development groups to acquire economic business related data;
f. Promote small or disadvantaged business development;
g. Present EDC in THE ECONOMIC ALLIANCE's marketing materials, including its website;
h. Provide annual or more frequent reports to EDC on the performance of the services described and outlined herein;
i. Prepare press releases and act as media liaison publicizing EDC's efforts.
j. EDC will be included as a participant in THE ECONOMIC ALLIANCE's economic development initiative Project Stars, which focuses upon regional marketing and regional aesthetic improvements within the San Jacinto Texas Historic District. This service provides to EDC that the Economic Alliance will

communicate grant opportunities regarding this project to city, at no obligation to EDC.

k. Invitation to city officials and staff to all events organized and/or hosted by THE ECONOMIC ALLIANCE;
l. THE ECONOMIC ALLIANCE will provide full membership on its board of directors for a designee of EDC.

Section 3.02: Upon request, THE ECONOMIC ALLIANCE will make available to EDC the following:

a. Access to information in its library and databases with the exception of company economic development prospects who are not seeking to locate in EDC;
b. Copies of THE ECONOMIC ALLIANCE studies reports and evaluations relating to economic development issues with the exception of work related to confidential prospects;
c. Copies of THE ECONOMIC ALLIANCE publications;

ARTICLE IV
Term of Contract

Section 4.01: This agreement is for the thirty six (36) month period beginning July 1, 2024 and ending June 30, 2027.

ARTICLE V
Terms of Payment

Section 5.01: EDC agrees to pay THE ECONOMIC ALLIANCE a total amount of FIFTEEN THOUSAND AND NO/100ths Dollars ($15,000.00) per each twelve (12) month period (annually) for the performance of the services provided herein. Performance update reports shall be provided to EDC on at least an annual basis.

Section 5.02: THE ECONOMIC ALLIANCE, as part of the payment for services received, shall perform services outlined in this document.

Section 5.03: THE ECONOMIC ALLIANCE shall present annual billing statements to EDC describing the services performed. EDC shall promptly process such statements, and make payment within thirty (30) days of receipt.

ARTICLE VI
Termination

Section 6.01: EDC may terminate this Agreement at any time by giving 30 days' written notice to THE ECONOMIC ALLIANCE. EDC's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

Section 6.02: On receiving the notice, THE ECONOMIC ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to their Agreement. Within 30 days of the termination date EDC shall pay to the THE ECONOMIC ALLIANCE, pro-rated on a monthly basis, the fees for services rendered under this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

Section 6.03: TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE THE ECONOMIC ALLIANCE'S ONLY REMEDIES FOR THE CORPORATION'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE ALLIANCE WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM EDC'S TERMINATION FOR CONVENIENCE.

Section 6.04: **Termination for Cause by THE ECONOMIC ALLIANCE:** THE ECONOMIC ALLIANCE may terminate its performance under this Agreement only if EDC defaults and fails to cure the default after receiving written notice of it. Default by EDC occurs if EDC fails to perform one or more of its material duties under this Agreement. If a default occurs and THE ECONOMIC ALLIANCE wishes to terminate the Agreement, then THE ALLIANCE must deliver a written notice to EDC manager describing the default and the proposed termination date. The date must be at least 30 days after EDC manager receives notice. THE ECONOMIC ALLIANCE, at its sole option, may extend the proposed termination date to a later date. If EDC cures the default before the proposed termination date, then the proposed termination is ineffective. If EDC does not cure the default before the proposed termination date, then THE ECONOMIC ALLIANCE may terminate its performance under this Agreement on the termination date. To effect final termination, THE ECONOMIC ALLIANCE must notify EDC'S manager in writing.

Section 6.05: **Termination for Cause by EDC**: If THE ECONOMIC ALLIANCE defaults under this Agreement, EDC manager may either terminate this Agreement or allow THE ECONOMIC ALLIANCE to cure the default as provided below. EDC's right to terminate this Agreement for THE ECONOMIC ALLIANCE's default is cumulative of all rights and remedies, which exist now or in the future. Default by THE ECONOMIC ALLIANCE occurs if:

a. THE ECONOMIC ALLIANCE fails to perform any of its duties under this Agreement;
b. THE ECONOMIC ALLIANCE becomes insolvent;
c. All or a substantial part of THE ECONOMIC ALLIANCE's assets are assigned for the benefit of its creditors; or
d. A receiver or trustee is appointed for THE ECONOMIC ALLIANCE.

Section 6.06: If a default occurs, EDC manager may, but is not obligated to, deliver a written notice to THE ECONOMIC ALLIANCE describing the default and the termination date. EDC manager, at his or her sole option may extend the termination date to a later date. If EDC manager allows THE ECONOMIC ALLIANCE to cure the default and THE ECONOMIC ALLIANCE does so to EDC manager's satisfaction before the termination date, then the termination is ineffective. If THE ECONOMIC ALLIANCE does not cure the default before the termination date, then EDC manager may terminate this Agreement on the termination date, at no further obligation of the Corporation.

Section 6.07: To effect final termination, EDC manager must notify THE ECONOMIC ALLIANCE in writing. After receiving the notice, THE ECONOMIC ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to the Agreement.

ARTICLE VII
Miscellaneous

7.01 The relationship of THE ECONOMIC ALLIANCE to EDC shall be that of an independent contractor. EDC shall have no authority to direct the day-to-day activities of any of THE ECONOMIC ALLIANCE's employees or representatives, shall have no authority over THE ECONOMIC ALLIANCE's decisions, and shall have no rights to ownership of internal working papers or other information or data of THE ECONOMIC ALLIANCE, except as otherwise specifically authorized or required herein.

7.02 This Agreement shall be binding upon and inure to the benefit of EDC and THE ECONOMIC ALLIANCE and shall not bestow any rights on any third parties.

7.03. Failure of either party hereto to insist on the strict performance of any of the provisions hereof, or failure of performance, shall not be considered a waiver of the right to insist on or enforce, by an appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future failure of performance.

7.04. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas and of the United States of America and is performable in Harris County, Texas.

7.05. All notices required or allowed hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following its deposit into a United States Postal Service post office or receptacle with prepaid postage affixed thereto, and sent by certified mail, return receipt requested, addressed to the respective party at the address set forth below, or at such other address the receiving party may have theretofore prescribed by written notice to the sending party:

If to THE SEABROOK ECONOMIC DEVELEMENT CORPORATION:

Seabrook Economic Development Corp
Attention: Paul Dunphey
Board President
1700 First Street
Seabrook, Texas 77586

If to THE ECONOMIC ALLIANCE:

Economic Alliance
Attention: Chad Burke
President/CEO
203 Ivy Avenue, Ste 200
Deer Park, Texas 77536

7.06. This Agreement contains the entire agreement of the parties and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

If to SEABROOK:

Seabrook Economic Development Corporation
Attention: Paul Dunphey, Board President
1700 First Street
Seabrook, Texas 77586

If to ECONOMIC ALLIANCE:

Economic Alliance Houston Port Region
Attention: Chad Burke, President/CEO
203 Ivy Avenue, Ste 200
Deer Park, Texas 77536

6.06. This Agreement contains the entire agreement of the parties and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

SEABROOK ECONOMIC
DEVELOPMENT CORPORATION

ATTEST:

____
Ann Wacker
Board Secretary

____
Paul Dunphey
Board President

ECONOMIC ALLIANCE
HOUSTON PORT REGION

ATTEST:

____
Heather Carrico
Financial/Adm. Mgr.

____
Chad Burke
President/CEO

STAFFING SERVICES AGREEMENT
SEABROOK ECONOMIC DEVELOPMENT CORPORATION
AND CITY OF SEABROOK, TEXAS
FY 2024-2025

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Staffing Services Agreement ("Agreement") is made and entered into by and between the City of Seabrook, Texas (the “City") and the Seabrook Economic Development Corporation ("EDC").

WHEREAS, pursuant to The Texas Development Corporation Act, Texas Local Government Code Chapters 501, 502 and 505 (the "Act"), the City created the EDC and collects, on behalf of the EDC, an additional sales and use tax of which a portion may be used by the EDC to pay certain administrative costs; and

WHEREAS, the EDC desires to utilize the services and support of City staff in furtherance of its work and the projects it undertakes to eliminate duplication and to promote economy and efficiency in the use of the additional sales tax revenues it receives; and

WHEREAS, the City has determined that providing personnel and services to the EDC will be mutually beneficial to the City and the EDC, will promote local economic development, and stimulate business and commercial activity within the City, all in furtherance of the purposes of the EDC; now, therefore,

FOR AND IN CONSIDERATION of the mutual covenants, agreements, and benefits accruing herein to each party, the City and the EDC hereby agree as follows:

1. The EDC will utilize City employees to perform the following services for and on behalf of the EDC:

    a. Preparing all financial and investment reports and keeping all financial books and records required by the SEDC’s Bylaw. Providing all necessary budgeting, accounting, financial management and investment management through the City’s Finance Department.

    b. Preparing a budget for the forthcoming year for review and approval by the Board and City Council;

    c. Providing executive and administrative support, review and oversight by various City departments including but not limited to City Manager, City Secretary, Community Development, Administrative Support, Human Resources, Planning & Zoning Commission.

d. Providing for a repository of records, office and conference space.

e. Providing for project management services.

f. Providing technology support of hardware, software and phone systems through the City's Information Technology Department and GIS / Data services;

g. Any other reasonable services in furtherance of the purposes of the EDC and authorized by the Act.

2. The City and EDC acknowledge that from time to time conflicts between a city employee's primary responsibilities to the City and requests for services from the EDC may arise. The City and the EDC encourage employees to bring conflicts to the attention of the City Manager, who shall consult with the EDC President as necessary to prioritize demands and resolve any conflicts.

3. <u>Consideration</u>

After having reasonably estimated the amount of time City employees are anticipated to spend performing services for and on behalf of the EDC during the term of this Agreement, the parties have agreed that EDC will reimburse the City in the amount of _One hundred and thirteen thousand seven hundred forty-five and no cents **($113,745.00)**, as presented in the Fiscal Year 2024-2025 EDC and City budgets. (Reference Exhibit A). Such reimbursement is predicated on the approval of the budget by both the EDC Board and City Council and is contingent upon such amount being collected in sales and use tax dollars for the fiscal year.

4. <u>Term</u>

The term of this Agreement shall be for one (1) year commencing October 1, 2024, no matter when actually executed. Provided, further, either party may terminate this Agreement by giving thirty (30) days advance written notice thereof to the other.

5. <u>Right to Hire Third Parties</u>

EDC specifically reserves the right to hire third parties to perform any or all of the services described herein.

6. <u>Notice</u>

All notices and communications regarding the term of this Agreement to any party shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit into the United States mail, first class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

City of Seabrook Attention: City Manager 1700 First Street Seabrook, Texas 77586	Seabrook Economic Development Corporation Attention: President, Board of Directors 1700 First Street Seabrook, Texas 77586

Either party may designate a different address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

7. Parties in Interest

This Agreement shall be for the sole and exclusive benefit of the City and the EDC and shall not be construed to confer any benefit or right upon any other parties.

8. Severability

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

9. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements with respect to the matters addressed herein, whether written or oral.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the City of Seabrook, Texas and the Seabrook Economic Development Corporation, as of __________ day of ________________________, 2024.

CITY OF SEABROOK

ATTEST:

____
Thomas G. Kolupski
Mayor

____
Rachel Lewis, TRMC
City Secretary

SEABROOK ECONOMIC DEVELOPMENT CORPORATION

ATTEST:

______________________________ Ann Wacker, Secretary Board of Directors	___________________________________ Paul Dunphey, President Board of Directors

EXHIBIT A
Administrative Services Agreement 2024-25

CITY OF SEABROOK
2024-2025 BUDGET
FUND 70 - EDC

707 - EDC

	EXPENSE ACCOUNTS	2021	2022	2023	BUDGET 2024	FORECAST 2024	BUDGET 2025	2025 BUDGET VS 2024 FORECAST $CHANGE	2025 BUDGET VS 2024 FORECAST %CHANGE	2025 BUDGET VS 2024 BUDGET $CHANGE	2025 BUDGET VS 2024 BUDGET %CHANGE
		FOR FISCAL YEAR ENDING SEPTEMBER 30,									
707-4010	4010 OFFICE SUPPLIES	667	232	684	150	239	500	261	109.52%	350	233.33%
707-4150	4150 SMALL EQUIPMENT	-	-	1,545	-	-	-	(1,545)	-100.00%	-	0.00%
	TOTAL SUPPLIES	**$ 667**	**$ 232**	**$ 2,229**	**$ 150**	**$ 239**	**$ 500**	**$ (1,283)**	**-57.59%**	**$ 350**	**233.33%**
707-5010	5010 ADVERTISING	11,522	15,134	34,154	50,000	29,708	51,300	21,592	72.68%	1,300	2.60%
707-5020	5020 DUES & SUBSCRIPTIONS	1,614	786	1,388	1,515	1,530	1,465	(65)	-4.26%	(50)	-3.30%
707-5030	5030 RENTALS & SERVICE AGRMTS (below)	5,869	5,052	5,435	5,695	3,408	-	(3,408)	-100.00%	(5,695)	-100.00%
707-5042	5042 IT SOFTWARE (New Line Item)						22,350	22,350	0.00%	22,350	0.00%
707-5182	5182 TRAIL MAINTENANCE	24,486	14,014	29,686	30,000	55,350	30,000	(25,350)	-45.80%	-	0.00%
707-5215	5215 PROF FEES - ENGINEERING	-	-	-	-	-	-	-	0.00%	-	0.00%
707-5220	5220 PROF FEES - LEGAL	37,255	36,000	24,135	30,000	16,836	16,800	(36)	-0.21%	(13,200)	-44.00%
707-5227	5227 PROF FEES - CONSULTING	82,500	82,650	37,405	42,000	60,519	60,000	(519)	-0.86%	18,000	42.86%
707-5300	5300 TRAINING & CONFERENCE	4,554	15,144	16,760	12,800	8,198	13,800	5,602	68.34%	1,000	7.81%
707-5400	5400 TELEPHONE	303	302	351	325	310	-	(310)	-100.00%	(325)	-100.00%
707-5465	5465 MISC EXPENDITURES	126	216	370	1,000	657	500	(157)	-23.90%	(500)	-50.00%
707-5470	5470 DEBT SERVICE AGENT	-	-	-	-	-	-	-	0.00%	-	0.00%
707-5610	5610 BUSINESS INCENTIVES	-	-	-	-	-	-	-	0.00%	-	0.00%
707-5617	5617 ECONOMIC DEVELOPMENT PROJECTS	337,398	91,600	-	537,081	447,716	1,000,000	552,284	123.36%	462,919	86.19%
707-5620	5620 ECONOMIC DEVELOPMENT INCENTIVES	15,214	13,812	119,985	15,000	24,819	665,406	640,587	2581.06%	650,406	4336.04%
	TOTAL SERVICES	**$ 520,839**	**$ 274,710**	**$ 269,669**	**$ 725,416**	**$ 649,051**	**$ 1,861,621**	**$ 1,212,570**	**449.65%**	**$ 1,136,205**	**156.63%**
707-6020	6020 EQUIPMENT	-	13,868	-	-	-	-	-	0.00%	-	0.00%
707-6035	6035 FACILITIES & PARKS	-	-	-	-	-	-	-	0.00%	-	0.00%
707-6036	6036 WATERFRONT	-	-	-	-	-	-	-	0.00%	-	0.00%
707-6038	6038 TRAIL CONSTRUCTION	-	-	-	-	-	-	-	0.00%	-	0.00%
707-6039	6039 SIGNAGE	-	-	-	-	-	-	-	0.00%	-	0.00%
707-6077	6077 RIGHT OF WAY EXPENSE	-	-	-	-	-	-	-	0.00%	-	0.00%
	TOTAL CAPITAL OUTLAY	**$ -**	**$ 13,868**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**	**$ -**	**0.00%**
707-6250	6250 GENERAL FUND REIMBURSEMENT	251,633	274,106	288,942	110,000	110,000	113,745	3,745	3.40%	3,745	3.40%
707-6255	6255 TRANSFER TO ENTERPRISE FUND PROJECT	195,576	197,275	193,867	195,459	195,459	196,945	1,486	0.76%	1,486	0.76%
707-6325	6325 REDEMPTION OF BONDS	-	-	-	-	-	-	-	0.00%	-	0.00%
707-6350	6350 INTEREST ON BONDS & CERT	-	-	-	-	-	-	-	0.00%	-	0.00%
	TRANSFERS OUT	**$ 447,209**	**$ 471,381**	**$ 482,809**	**$ 305,459**	**$ 305,459**	**$ 310,690**	**$ 5,231**	**1.08%**	**$ 5,231**	**1.71%**
	TOTAL EXPENDITURES	**$ 968,718**	**$ 760,192**	**$ 754,707**	**$ 1,031,025**	**$ 954,748**	**$ 2,172,811**	**$ 1,216,518**	**161.19%**	**$ 1,141,786**	**110.74%**

Bylaws of the
Seabrook Economic Development Corporation

Article One
Office and Agent

The principal office and agent of the Seabrook Economic Development Corporation (hereinafter referred to as the "Corporation") in the State of Texas shall be located at 1700 First Street, Seabrook, Texas or other location as may be determined by the Board of Directors, approved by City Council of the City of Seabrook, and recorded with the Secretary of State.

Article Two
Purpose

2.01 The Corporation is a non-profit corporation specifically governed by Section 4B of the Texas Development Corporation Act of 1979, (Chapters 501-502, 505, Texas Local Government Code (hereinafter referred to the "Act."). The Corporation shall have all of the powers enumerated in the Act, except as limited by these Bylaws, its Articles of Incorporation, or determination of the City Council.

2.02 The purpose of the Corporation is to use economic development resources to encourage and promote the general economic welfare of the City, its residents and businesses as authorized by the Act, as it may be amended.

Article Three
Members

The Corporation shall have no members and is a non-stock corporation. The word "member" may be used in these Bylaws in reference to those appointed to serve as Directors or on committees, but does not imply or confer any corporate membership or ownership status.

Article Four
Board of Directors

Management of the Corporation

4.01 The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors (the "Board"), appointed by the governing body of the City of Seabrook, and subject to applicable limitations imposed by the Texas Non-Profit Corporation Act, the Texas Business Corporation Act, the Texas Development Corporation Act, its Articles of Incorporation, or these Bylaws. The Board may, by contract, resolution, or otherwise, provide general or limited special power and authority to the officers and employees of the Corporation to transact the general business or any special business of the Corporation, and may give powers of attorney to agents of the Corporation to transact any special business requiring such authorization.

Number, Qualifications, and Tenure of Directors

4.02 The authorized number of Directors of this Board shall be seven (7). The City Council shall appoint the Directors of the Corporation in accordance with the Act and the City's Home Rule Charter, as each may be amended. The membership of the Board of Directors shall include the Mayor and one additional member of City Council. At least five (5) Directors of the Board shall not be officers or employees of the City of Seabrook or members of its City Council, and these five (5) Directors shall be referred to as "Public Members" and/or as "Public Directors" of the Board of Directors.

The terms of office for the Directors of the Board are as follows: (a) The term of Directors who are also members of the City Council, shall be two (2) years; such two (2) year[s] term to run concurrently with the respective Council member's term of elected office; (~~b)~~ ~~The terms of Public Members shall be by appointment by City Council for staggered two (2) year terms to begin in January 2023 for 3 members to be appointed at that time, and 2 members to be appointed in January 2024, and thereafter every 2 years in even-numbered years~~

(b) The terms of Public Members shall be by appointment by the City Council for staggered two (2) year terms. Beginning in January 2025, three (3) members will be appointed for two-year terms. In January 2026, two (2) members will be appointed for two-year terms. Thereafter, appointments will continue every two years in even-numbered years.

Any Director who is a member of the governing body of the City shall cease to be a Director at the time he or she ceases to be a member of the City Council. A director may be removed by the City Council at any time without cause. Each director shall be a resident of the City of Seabrook.

Vacancies

4.03 Any vacancy occurring on the Board of Directors shall be filled by appointment by the City Council of the City. All interviews by the City Council to fill vacancies for directors shall be conducted in open meetings. A director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

Ex Officio Representatives of the Board

4.04 The City Manager shall serve as an ex officio representative of the Board and may attend all meetings of the Board or its Committees including executive sessions, if allowed by law. He or she shall not have the power to vote. In addition, the Board of Directors may appoint representatives from area organizations to serve as ex officio, non-voting members of the Board.

General Duties of the Board

4.05 The Board is hereby required to perform the following duties:

a. The Board shall develop or cause to be developed, an overall economic development plan for the City, which shall include and set short-term goals and long-term goals that the Board deems necessary to accomplish its purpose as stated in Section 2.01 hereof.

This plan shall require approval by the City Council of the City and may include the following elements:

1. An economic development strategy to bolster the business climate throughout the City.

2. Strategies to fully utilize the assets of the City that enhance economic development.
3. Identification of strategies to coordinate public, private, and academic resources to develop and enhance business opportunities.
4. Assurance of accountability of all tax monies expended by the Corporation for implementation of the overall economic development plan.
5. Identification and implementation of strategies for economic development.
6. An annual work plan outlining the anticipated activities, tasks, projects, and programs to be undertaken by the Board during the upcoming fiscal year. The annual work plan shall be submitted with the Corporation's annual budget, as outlined in Section 7.02 of these Bylaws.

b. The Board shall review the overall economic development plan at least once each year to ensure that said plan is up-to-date with the current economic climate.

c. The Board shall expend, in accordance with State law, any tax funds received by it on economic development as allowed by law, to:

1. Pay the costs of projects found by the Board to be required or suitable for use for professional and amateur (including children's) sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, learning centers, parks and park facilities, and related space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities,

and related roads, streets, and water and sewer facilities, and other related improvement that enhance any of those items; or

2. Pay the principal of, interest on, and other costs relating to bonds or other obligations issued by the Corporation to pay the costs of the projects or to refund bonds or other obligations.
3. Fund any other Project(s) authorized by law.

d. The Board may contract with the City of Seabrook, or with another entity, for administrative services. The Board may plan and direct its work through a designated employee of the City of Seabrook, or other contractual entity, who will be charged with the responsibility of carrying out the Corporation's plan and program as adopted by the Board.

e. The Board shall make a detailed annual report to the City Council once each year. This report shall include, but not be limited to, the following:

1. A review of all expenditures made by the Board in connection with their activities involving direct economic development as defined in this Section together with a report of all other expenditures made by the Board.
2. A review of the accomplishments of the Board in the area of direct economic development.
3. The policies and strategy followed by the Board in relation to direct economic development, together with any new or proposed changes in said policies and strategy.
4. The activities of the Board for the budget year addressed in said annual report, together with any proposed change in said activity or activities as they relate to direct economic development.
5. A review of the activities of the Board in areas of endeavors other than direct economic development, together with any proposed changes in these activities.

6. An annual report for consideration for review and acceptance by the City Council.

f. The Board shall be accountable to the City Council for all activities undertaken by them or on their behalf, and shall report on all activities of the Board, whether discharged directly by the Board or by any person, firm, corporation, agency, association or other entity on behalf of the Board. A mid-year report, shall be made by the Board to the City Council, and shall include, but not be limited to the following:

1. Accomplishments to date as compared with the overall plan or strategy for direct economic development.
2. Anticipated short-term challenges during the next six-month reporting period, together with recommendations to meet short-term challenges.
3. Long-term issues to be addressed over the succeeding twelve-month period or longer period of time, together with recommendations to meet such issues with emphasis to be placed on direct economic development.
4. A recap of all budgeted expenditures for the first six (6) months of the fiscal year, together with a recap of unused budgeted funds and any commitment made on said unused funds.

Implied Duties

4.06 The Corporation is authorized to do that which the Board deems desirable to accomplish any of the purposes or duties set out in Sections 2.01 and 4.05 of these Bylaws and in accordance with State law.

Meetings

4.07 The Board shall hold regular meetings, generally, once a month. The Chairperson may call special meetings when, in his/her judgment, such meetings are necessary. All meetings of the Corporation shall be held at City Hall or another facility within the city. If there is no business to discuss, the Chair shall notify the Directors. All meetings of the Board shall provide notice and be conducted as provided for and in accordance with the requirements of the Texas Open Meetings Act, Texas Government Code Chapter 551, as amended.

4.08 No meetings of the Board of Directors shall be held outside the boundaries of the City.

Attendance

4.09 Regular attendance at the Board meetings is required of each Director and the attendance record of each Director shall be submitted to the Council prior to any reappointment to the Board. The following number of absences may constitute the need for replacement of a Director: three (3) consecutive absences or attendance reflecting unexcused absences; or absences constituting fifty percent (50%) of the regularly scheduled meetings over any twelve (12) month period. In the event replacement for unexcused absences is indicated, the Chair will counsel the Director, and **if there are recurring absences** subsequently, the Chairperson shall submit, in writing to the City Secretary, to be forwarded to the City Council, a request to consider replacing the Director in question.

Quorum

4.10 For the purposes of convening a meeting and transacting the business of the Corporation at any meeting, a majority of the appointed members of the Board shall constitute a quorum. If there is an insufficient number of Directors present to convene a meeting and transact business, the presiding officer shall adjourn the meeting.

Compensation

4.11 The Directors shall serve without compensation, but shall be reimbursed as allowed by State law and approved by the Board, for actual or commensurate costs of travel, lodging, and/or incidental expenses incurred while performing official business of the Board.

Voting; Action of the Board of Directors

4.12 Directors must be present in order to vote at any meeting. Unless otherwise provided in these Bylaws, the Corporation's Articles of Incorporation, or State law, the act of a simple majority of the Directors present at any meeting is sufficient to constitute action of the Board and authorize the Chair of the Board to take further action. For any vote or item presented for action to the Board, for which a Director is aware of a conflict of interest or potential conflict of interest, with regard to any particular vote, the Director shall bring the same to the attention of the Board, file any affidavit required to be filed by state law, and shall abstain from discussion and voting. Any Director may bring any apparent conflict of interest to the attention of the Board before any vote shall be taken regarding that particular matter. In absence of a conflict of interest, each Director present at the meeting shall vote for or against each question brought before the Board.

Board's Relationship with City Council

4.13 In accordance with State law, the City Council shall require the Corporation to be responsible for the proper discharge of the duties assigned in this Article. All policies for program administration shall be submitted for City Council approval, and the Board shall administer said programs accordingly. The Board shall determine its policies and direction within the limitations of the duties herein imposed, by applicable laws, the Corporation's Articles of Incorporation, these Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities.

Administration of Economic Development Programs

4.14 The Corporation may, with approval of the City Council, contract with the City of Seabrook, or with another entity or individual, for full or part-time employees as needed to carry out the programs of the Corporation. These employees shall perform those duties outlined in state law, and any employees may be included within the City's retirement and insurance plans, provided the Corporation reimburses the City for these costs.

4.15 The Corporation and the City may agree in writing for the provision of required administrative services necessary for the operation of the Corporation, whether in addition to or in place of any Corporation employees. The Corporation shall reimburse the City for the City's actual costs. The Board shall make any request for services of the City in writing to the City Manager. The City Manager may approve any request for assistance when he/she finds the requested services are available within the administrative departments of the City, and that the Board has agreed to reimburse the administrative department's budget for the costs of the services provided.

4.16 The Board is authorized to hire its own legal counsel.

4.17 The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation, or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no contract shall ever be approved or entered into which seeks or attempts to divest the Board of Directors of its discretion and policy-making functions in discharging the duties hereinabove set forth.

ARTICLE FIVE

OFFICERS

Officers of the Corporation

5.01 The elected officers of the Corporation shall be Chairperson (Chair), Vice-Chairperson (Vice-Chair), Secretary, and Treasurer. The Board may resolve to elect one or more Assistant Secretaries or one or more Assistant Treasurers as it may consider desirable. Officers shall have the authority and perform the duties of their office as the Board may prescribe or as the Secretary or Treasurer may delegate to his or her respective Assistant. No Director shall hold more than one office at any time.

Selection of Officers

5.02 The officers shall be elected by the Board and shall serve for a term of one (1) year. The term of office of each officer shall always be for a period of one (1) year;

provided, however, each officer shall continue to serve until the election of his or her successor unless the Director has been replaced. The Mayor shall not serve as an officer. Elections shall be held at the annual meeting of the Board.

Vacancies

5.03 A vacancy in any office, which occur by reason of death, resignation, disqualification, removal, or otherwise, may be filled by appointment by the Board of Directors for the unexpired portion of the term of that office, in the same manner as other officers are elected by the Board.

Chair

5.04 The Chair shall be the presiding officer of the Board. In general, the Chair shall perform all duties incident to the office, and other duties as shall be prescribed by the Board of Directors. The Chair shall also have the following specific authority:

a. To preside over all meetings of the Board;
b. To vote on all matters coming before the Board;
c. To call a special meeting of the Board, upon notice to all Board members when, in his judgment, a meeting is necessary;
d. To cancel any regularly scheduled meeting of the Board when there is no business to discuss, provided s/he gives notice to the Board and to the public of the cancellation, as provided in Section 4.07 hereof.

In addition to the above-mentioned duties and authority, the Chair shall sign, with the Secretary of the Board, any resolutions, policies, deeds, mortgages, bonds, contracts, or other instruments, which the Board of Directors has approved and unless execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws. All instruments are subject to the approval of the City Council, which approval shall be noted thereon. In general, the Chair shall perform all duties incident to the office, and other duties as prescribed by the Board.

Vice Chair

5.05 In the absence of the Chair, or in the event of his or her inability to act, the Vice Chair shall perform the duties of the Chair. When so acting, the Vice Chair shall have all powers of shall perform the duties of the Chair. When so acting, the Vice Chair shall have all powers of and be subject to all the same restrictions as the Chair. The Vice Chair shall also perform other duties as may be assigned to him or her by the Chair as provided by law.

Secretary

5.06 The Secretary shall be the custodian of the records and seal of the Corporation, and shall keep a register of the current mailing address and street address, if different, of each Director. The Secretary shall cause to be kept, a record of the minutes of all meetings of the Board, of any committee of the Board, and all records of the Corporation, with the City Secretary in accordance with State law.

Treasurer

5.07 The Treasurer shall cause to be kept, at the Corporation's registered office, a record of all receipts and expenditures of the funds of the Corporation. The Treasurer shall perform all the duties incident to that office and other duties as may be assigned by the Chair of the Board.

Assistant Secretaries and Assistant Treasurers

5.08 The Assistant Secretaries and Assistant Treasurers, shall perform the duties assigned by the Chair or the Board.

ARTICLE SIX

COMMITTEES

Standing Committees

6.01 The Board of Directors may appoint standing committees with duties and powers as the Board deems appropriate.

Special Committees

6.02 The Board of Directors may determine that other committees are necessary or appropriate to assist the Board of Directors, and shall designate, subject to Board approval, the Directors of the respective committees.

Limitation on Committee Authority

6.03 No committee shall have the independent authority to act for or in place of the Board of Directors or to expend any funds, but shall act only in an advisory capacity, and shall report back to the Board as directed.

6.04 The designation and appointment of any committee, and delegation to that committee of any authority, shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or upon him or her by law.

Term of Office of Committee Members

6.05 Each member of a committee shall serve until the next annual appointment of the Board of Directors and until his or her successor is appointed, unless the committee is terminated sooner, the member has ceased to serve on the Board of Directors, or is removed from the committee.

6.06 Any committee member may be removed from a committee by the Board whenever in its judgment the best interests of the Corporation would be served by removal.

Vacancies on Committees

6.07 Vacancies in the membership of any committee may be filled in the same manner as the original appointments.

ARTICLE SEVEN

FINANCIAL ADMINISTRATION

The Corporation's financial administration shall be conducted as follows:

Fiscal Year

7.01 The fiscal year of the Corporation shall begin on October 1 and end on September 30 of the following year.

Budget

7.02 A budget for the forthcoming fiscal year shall be submitted to, and approved by, the Board of Directors and the City Council of the City of Seabrook. Once a budget is approved, this constitutes approval for the Corporation to expend Corporation funds in accordance with the budget. The budget may be amended, subject to the same approval requirements, to allow for changes in economic development priorities or to respond to an economic development opportunity.

Contracts

7.03 As provided in Article Five above, the Chair and Secretary shall execute any contracts or other instruments, which the Board has approved and authorized to be executed; provided, however, the Board may, by appropriate resolution, authorize any other officer or officers or any other agent or agents, to enter into contracts or execute and deliver any instrument in the name and on behalf of the Corporation. Such authority may be confined to specific instances or defined in general terms. When appropriate, the Board may grant a specific or general power of attorney to carry out some action on behalf of the Board; provided, however, no power of attorney may be granted unless an appropriate resolution of the Board authorizes the same to be performed, subject to approval by City Council.

Checks and Drafts

7.04 No check, draft, order for the payment of money or evidence of indebtedness shall be prepared or signed unless same is in accordance with the approved Corporation budget, or an approved budget amendment. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be approved by the Board and signed by two officers of the Corporation or their designees.

Deposits

7.05 All funds of the Corporation shall be deposited, on a regular basis, to the credit of the Corporation in a local bank, which shall be federally insured and shall be selected following the procedures and requirements for selecting a depository as set forth in Chapter 105 of the Texas Local Government Code.

Gifts

7.06 The Corporation may accept any contribution, gift, bequest, or device for the general purpose or for any special purpose of the Corporation.

Purchasing

7.07 All purchases made and contracts executed by the Corporation shall be made in accordance with the requirements of the Texas Constitution and laws of the State of Texas.

Investments

7.08 Temporary and idle funds, which are not needed for immediate obligations of the Corporation, may be invested in any legal manner as provided in Chapter 2256 of the Texas Government Code, (the Public Funds Investment Act).

Bonds

7.09 The Corporation is authorized to issue bonds for appropriate projects, provided they are issued in accordance with all applicable state laws, and with the approval of the Seabrook City Council, after review and comment by the City's bond counsel and financial advisor.

Uncommitted Funds

7.10 Any funds of the Corporation that are uncommitted at the end of the fiscal year shall be considered a part of the Fund Balance of the Corporation. The undesignated Fund Balance may be designated for any legal purpose, provided both the

Corporation's Board of Directors and the City Council approve the commitment. This designation may include the establishment of a Permanent Reserve Fund, which shall be accumulated for the purpose of using the interest earnings of the Fund to finance operation of the Corporation.

Monthly Reports

7.11 The City financial office will provide to the Board of Directors a monthly report of all matters required, permitted, or done pursuant to this Article or any contract.

Annual Audit; Bonding Requirements for Third Party Audits

7.12 An annual audit of the Corporation's books and funds shall be prepared by a competent independent audit firm as soon as practical following the end of each fiscal year. The Corporation audit shall generally be completed in conjunction with the City's audit. Provided, however, that the Corporation may contract with a third party to perform the Corporation's financial and accounting requirements, including the annual audited financial statement, with the approval and consent of the City Council. The City of Seabrook, or any other contractual entity providing financial services to the Corporation, shall provide to the Board of Directors an annual audited financial statement of all funds.

7.13 If the Corporation independently contracts with an entity other than the City for financial accounting and auditing services, the entity shall be required to provide an official bond in the sum of not less than One hundred Thousand Dollars ($100,000.00). Such bond shall be procured from a regularly accredited surety company authorized to do business in the state. A copy of the bond shall be filed with the Corporation and with the City Secretary.

7.14 If the Corporation's audit is not completed with the City's, and the Corporation does not elect to contract for financial services, the Chair, Vice Chair, and Treasurer of the Board shall each give an official bond in the sum on not less than One Hundred Thousand Dollars ($100,000.00). The bonds referred to in this section shall be considered for the faithful accounting of all monies and things of value coming into the hands of such officers. The bonds shall be procured from some regularly accredited surety company authorized to do business in the state. The premiums shall be paid by the Corporation. A copy of each officer's bond shall be filed with the City Secretary.

ARTICLE EIGHT

BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of all actions of the Corporation, including books and records of accounts and the minutes of meetings of the Board of Directors and of any committee having any authority of the Board and to the City Council. Members of the City Council and Directors of the Corporation may inspect the books of the Corporation, and any information that may be designated by law as public information shall be open to public inspection at any reasonable time. The Texas Public Information Act, Chapter 552, Texas Government Code, shall apply to any disclosure of the Corporation' s records.

ARTICLE NINE

SEAL

The Board of Directors shall obtain a corporate seal which shall bear the words "Corporate Seal of Seabrook Economic Development Corporation"; thereafter, the Board may use the corporate seal and may later alter said seal as necessary, without changing the corporate name; however, these Bylaws shall not be construed to require the use of the corporate seal.

ARTICLE TEN

AMENDMENTS TO BYLAWS

10.01 These Bylaws may be amended or repealed, or new Bylaws may be adopted by an affirmative vote of not less than five (5) of the authorized Directors serving on the Board; provided however, that at least ten (10) days prior to the meeting at which action is taken, written notice setting forth the proposed action shall have been given to all Directors, and public notice regarding the action has been given according to the requirements of State law.

10.02 No amendment or new Bylaw shall become effective until approved by the City Council.

ARTICLE ELEVEN

DISSOLUTION

Dissolution of the Corporation may be effected as provided for in the Act.

ARTICLE TWELVE

INDEMNITY

12.01 The Corporation hereby agrees to indemnify and hold harmless each current or former Director or Officer of the Corporation from and against any costs, expenses (including attorney's fees), fines, settlements, judgments, liabilities, and other amounts, actually and reasonably incurred in any action, suit, or proceeding to which he or she is made a party by reason of holding this position in accordance with the limitations imposed by law; provided, however, an Officer or Director shall not be eligible for indemnification if he/she is finally adjudicated to be liable for gross negligence or intentional/willful misconduct with respect to the matter for which indemnity is sought. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation or, or preparation for, threatened or proposed litigation. The Board of Directors may, in proper case, extend this indemnification to cover the good faith settlement of any action, suit, or proceedings, whether formally instituted or not.

12.02 The Corporation is authorized to secure independent insurance or to participate in and be included in the coverage provided by the City of Seabrook through the Texas Municipal League Insurance Risk Pool, or other insurance program.

12.03 Furthermore, to the extent allowed by law, the Corporation agrees to indemnify and hold harmless and defend the City of Seabrook, its officers, agents, and its employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from the Corporation's activities, and from any liability arising out of or resulting from the intentional acts or negligence, including all causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of the Corporation, including but not limited to its officers, agents, employees , licensees, invitees, and other persons.

12.04 With respect to the above indemnity, the City of Seabrook and the Corporation will provide each other with prompt and timely notice of any event covered that in any way, directly or indirectly, contingently or otherwise, affects or might affect the Corporation or the City of Seabrook, and the City shall have the right to compromise and defend the same to the extent of its own interests. It is further agreed that this indemnity clause shall be an additional remedy to the City of Seabrook and not an exclusive remedy.

12.05 Furthermore, as set out in the Act, the Corporation, a Director of the Corporation, the City creating the Corporation, a member of the governing body of the City, or an employee of the Corporation or City is not liable for damages arising from the performance of a governmental function of the Corporation or City. For the purposes of Chapter 101, Civil Practice and Remedies Code, the Corporation is a governmental unit and its actions are governmental functions.

ARTICLE THIRTEEN

MISCELLANEOUS

Relation to Articles of Incorporation

These Bylaws are subject to, and governed by, the Corporation's Articles of Incorporation, and applicable State statutes under which the Corporation is organized

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the amended Bylaws of the Corporation and that these Bylaws were duly amended and adopted by the Board of Directors of the Corporation on the date set forth below.

Adopted as amended, by an affirmative vote of the Board of Directors, as reflected in the minutes of this meeting, on the ____ day of ______________, 2024.

____
Paul Dunphey, Chair

ATTEST:

____
Ann Wacker, Secretary

NOVEMBER 22, 2024
SALES TAX TRAINING

Workshop Date: Nov 22nd, 2024

Time: 8:00 AM – 4:00 PM

Venue: Hyatt Regency Houston Intercontinental Airport

Location: 425 N Sam Houston Pkwy E, Houston, TX

Hotel: HYATT REGENCY HOUSTON INTERCONTINENTAL AIRPORT

The Economic Development Sales Tax Workshop are designed specifically for EDC Board Members and local elected officials and include information about economic and community development in general, and changes to the Economic Development Sales Tax Law. The workshops will include a discussion of changes to the Economic Development Sales Tax law that occurred during the 88th session of the Texas Legislature. Workshop attendees will receive Open Meetings Act and Public Information Act certification as a part of this course. Attendees of the Economic Development Sales Tax Workshop will be provided training materials, a light breakfast, and lunch.

SEABROOK

Agenda Briefing

Date of Meeting: August 8, 2024

Responsible Department: Economic Development

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:
Update by Director on Strategic Plan Initiatives, Monthly Reporting and Activities.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

SEABROOK

Agenda Briefing

Date of Meeting: August 8, 2024

Responsible Department: Economic Development

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:
EDC Financial Report

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

The Seabrook Economic Development Corporation of The City of Seabrook met on **Thursday, July 18, 2024,** at 6:00 P.M. At Seabrook City Hall to consider, and if appropriate, take action with respect to the agenda items listed below.

Board Members Present:

Paul R. Dunphey	Chair
Terry Chapman	Vice-Chair
Kevin Ferguson (excused)	Treasurer
Gary Bell	Member
Ann Wacker (excused)	Secretary
Buddy Hammann	Council Representative
Thomas Kolupski	Mayor

Also Present Were:

Gayle Cook	City Manager
Justin Pruitt	City Attorney
Kiarra Bellow	Administrative Assistant

EDC Chair Paul Dunphey called the meeting to order at 6:00 p.m. and declared that a quorum was present.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

No public comments.

2. PRESENTATIONS

2.1 Presentation and update by Chris Swanson with FireFox Video for the promotional campaign 2024.

Presentation of the final promotional video was given by Chris Swanson with FireFox Video.

3. WORK SESSION

3.1 The Seabrook Economic Development Corporation and staff will discuss various short and long term economic development Capital Improvement Projects (CIP) for Fiscal Years 2025 – 2029 and funding partnerships with the City of Seabrook.

Presentation by City Manager, Gayle Cook. See Exhibit A

3.2 Presentation and consideration on Fiscal Year 2024-2025 Budget

Presentation by City Manager, Gayle Cook. See Exhibit B.

4. NEW BUSINESS

4.1 Consider and take all appropriate action on approval of funding for Sponsorship for Celebration Seabrook to be held Saturday, October 12, 2024, in an amount not to exceed $10,000.

Motion:	To approve funding for sponsorship for Celebration Seabrook in an amount not to exceed $10,000.

Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	EDC Member Bell
Vote:	**Passed** unanimously by all present

4.2 Consider and take all appropriate action on the proposed EDC Budget for the next fiscal year 2024-2025.

Motion:	To approve the budget as presented.
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	EDC Member Bell
Vote:	**Passed** unanimously by all present

4.3 Consider and take all appropriate action on the purchase of seven (7) tablets for the Economic Development Corporation for use of electronic agenda packets.

Motion:	To approve the purchase of seven tablets for an amount not to exceed $1,000.
Made By:	EDC Member Bell
Seconded By:	Mayor Pro Tem, At-Large Position 5 Hammann
Vote:	**Passed** unanimously by all present

5. DISCUSSION

5.1 Discussion on proposed amendments to the Economic Development Bylaws, Article Four, Section 4.02 "Number, Qualifications, and Tenure of Directors".

City Manager, Gayle Cook discussed draft language for amendments. See Exhibit C.

6. ROUTINE BUSINESS

6.1 Update by Director on Strategic Plan initiatives, monthly reporting and activities.

City Manager, Gayle Cook, reviewed the EDC Financial Reports for May 2024 (Item 6.2).

City Manager, Gayle Cook, gave an update on activities and reviewed the new monthly activity reporting document. See Exhibit D.

6.2 EDC Financial Report

Chairman Dunphey noted that this item was addressed within a previous item and no further discussion was required.

6.3 Approve minutes of the March 1, 2024, EDC workshop meeting.

Motion:	To approve minutes as presented.
Made By:	EDC Member Bell
Seconded By:	Mayor Pro Tem, At-Large Position 5 Hammann
Vote:	**Passed** unanimously by all present

6.4 Approve minutes of the May 30, 2024, Regular EDC Meeting.

Motion:	To approve minutes as presented.
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann

Seconded By: EDC Vice-President Chapman
Vote: **Passed** unanimously by all present

Motion to adjourn the May 30, 2024, meeting was made by Terry Chapman and seconded by Buddy Hammann.

APPROVED ON THE ____ DAY OF AUGUST, 2024.

____
Paul Dunphey, EDC Chair

____
Kiarra Bellow,
EDC Administrative Coordinator

SEABROOK

Agenda Briefing

Date of Meeting: August 8, 2024

Responsible Department: Economic Development

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:
Establish future meeting dates and agenda items.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation: