



**SEABROOK ECONOMIC DEVELOPMENT CORPORATION
NOTICE OF MEETING
TUESDAY, JUNE 10, 2025 - 6:00 PM**

For city information visit www.seabrooktx.gov
For agendas visit www.seabrooktx.gov/agendas

NOTICE IS HEREBY GIVEN THAT THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION WILL MEET ON **TUESDAY, JUNE 10, 2025 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 Tomato Group, LLC dba Tookie's Hamburgers seeking an incentive to assist with New Construction & Development Incentive for the build out of a full service restaurant to be located at 222 Shipyard Dr. for an amount not to exceed \$843,106.00 and a Sales Tax Rebate Incentive not to exceed \$75,000.00.

3. EXECUTIVE SESSION

3.1 Section 551.087

Conduct a closed executive session to discuss/deliberate potential financial incentive(s) and financial information received from a business prospect that the City/EDC seeks to have locate, stay, or expand for which the City is conducting economic development negotiations, as provided by Texas Government Code Section 551.087.

3.2 Section 551.071

Consult with attorney to receive legal advice on legal issues associated with acquisition of real property and potential funding agreement as provided by Section 551.071, Texas Government Code.

4. OPEN SESSION

4.1 The Economic Development Corporation will reconvene into open session to allow for possible action on the agenda items listed under "Executive Session".

5. OLD BUSINESS

5.1 Consider and take all appropriate action on comments from City Council regarding Business Development Incentive Application filed by Soulfreak Holdings, to be located at 1305 Main Street, seeking an incentive to assist with small business development, for an amount not to exceed \$ 41,400.00 . *Gayle Cook, City Manager*

6. NEW BUSINESS

6.1 Consider and take all appropriate action on a business incentive application filed by Tomato Group, LLC dba Tookie's Hamburgers, seeking a New Construction & Development Incentive and Sales Tax Rebate Incentive for the build out of a full-service restaurant to be located at 222 Shipyard Dr.

6.2 Discuss, consider, and take all appropriate action on funding an amendment to the Kimley Horn services agreement for the Proposed Expansion of Bayside Park (CIP P28) at the Main Street Wastewater Treatment Plant site in an additional amount of \$ 3,500.00.

6.3 Consider and take all appropriate action on the nomination of one (1) SEDC member to the City Council's Ad Hoc Citywide Signage Committee

7. ROUTINE BUSINESS

7.1 Update by Director on Strategic Plan, Incentive Inquiry or Application Status Report, and Monthly Reporting and Activities.

7.2 Approve minutes from the April 10, 2025, regular EDC meeting.

7.3 Approve minutes from the May 7, 2025, regular EDC meeting.

7.4 Review and update on EDC and partnership events to include board member post-event reports, upcoming events, and participation opportunities.

7.5 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, June 6, 2025, no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Kiarra Bellow,
EDC Administrative Coordinator

**SEABROOK ECONOMIC DEVELOPMENT CORPORATION
PERFORMANCE AGREEMENT**

This Performance Agreement (this "Agreement") is made by and between the Seabrook Economic Development Corporation, a State of Texas Type B economic development corporation (the "SEDC"), and **Soulfreak Holdings LLC** (the "Company") (with the SEDC and the Company each being a "Party", and collectively the "Parties"), and is entered into by the Parties as of the Effective Date as defined herein.

RECITALS

WHEREAS, the SEDC has established certain programs in accordance with Chapters 501, 502, and 505 of the Texas Local Government Code to promote local economic development and stimulate business and commercial activity (the "Projects") within the City of Seabrook (the "City"), and when the Projects involve a direct incentive to a company, Chapter 501 of the Texas Local Government Code requires the SEDC to memorialize such incentive in a performance agreement with such company (a "Performance Agreement"); and

WHEREAS, the Parties have concluded and hereby find that this Agreement promotes economic development in the City and that this Agreement is a Performance Agreement, providing for the SEDC's provision of a direct incentive to the Company; and

WHEREAS, to ensure that the direct incentive of the SEDC provided under this Agreement is utilized in a manner consistent with Chapters 501, 502, and 505 of the Texas Local Government Code, the Company has agreed to comply with certain conditions for receiving the SEDC's direct incentive, as provided herein; and

WHEREAS, the Company is the **leasee** of certain property generally located at **1305 Main Street** Seabrook, Texas 77586, and more particularly described (the "Property"), in the attached **Exhibit "A"**; and

WHEREAS, the SEDC has received a grant application (the "Application") from the Company regarding certain improvements to be made to the Property (the "Program"), with the Application which includes a description of the Program being attached to this Agreement as **Exhibit "B"**; and

WHEREAS, the SEDC has current funds on hand in the full amount of the grant contemplated in the Application (the "Grant"), and the SEDC desires to provide the Grant according to the terms and conditions of this Agreement, including the requirement that the Company pay back the Grant if certain performance measures are not met by the Company as provided herein; **and NOW, THEREFORE:**

IN CONSIDERATION OF THE MUTUAL BENEFITS DESCRIBED IN THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

SECTION 1. RECITALS

The facts and statements included in the Recitals to this Agreement are hereby incorporated into this Agreement for all intents and purposes.

SECTION 2. AUTHORITY

A. The SEDC's participation in this Agreement is authorized by Chapters 501, 502, and 505 of the Texas Local Government Code. At a meeting of the Board of Directors of the SEDC (the "Board") on May 7, 2025, the Board determined that the Program is qualifies for one of the Projects previously approved by the Board and the Council, with the Projects being authorized in Section 501, 502, and 505 of the Texas Local Government Code and authorized the SEDC to offer a direct incentive to the Company. This Agreement satisfies Chapters 501, 502, and 505 of the Texas Local Government Code and serves as a Performance Agreement reflecting the obligations of the SEDC and Company regarding the direct incentive.

B. The SEDC has taken all necessary actions and obtained all necessary approvals to enter into this Agreement, which includes the City Council of the City (the "Council") approving the Project authorizing this Agreement by resolution through two (2) readings at meetings of the Council, with a copy of such **Resolution** being attached to this Agreement as **Exhibit "F"**.

C. The SEDC acknowledges that the Company's participation in this Agreement and the Company's decision to commit substantial resources and money to acquire and develop the Property are made in reliance upon the SEDC's performance of its obligations under this Agreement and is subject to the Company's performance of its obligations under this Agreement.

SECTION 3. DEFINITIONS

In addition to the terms defined in the Recitals or elsewhere in this Agreement, as used in this Agreement, the following words or phrases shall have the following meanings:

- (1) "Capital Investment" means funds expended in good faith by the Company in furtherance of the Program, including but not limited to site work, construction costs, materials, landscaping, and required signage.
- (2) "Certificate of Occupancy" means a certificate of occupancy issued by the City in accordance with its standard practices and may include a temporary certificate of occupancy. A Certificate of Occupancy shall not include a certificate of occupancy issued in error, by mistake, or based upon a misrepresentation of facts by the Company or its agent.
- (3) "Economic Development Grant Payment" means the reimbursement amount to be paid to the Company by the SEDC upon the Company's satisfaction of the terms of this Agreement, in an amount not to exceed, as provided herein.
- (4) "Effective Date" means the last date this Agreement is signed by all Parties.
- (5) "Force Majeure" means any contingency or cause beyond the reasonable control of a Party

including, without limitation: war, riots, acts of terrorism, acts of the public enemy, insurrections, civil commotion; labor disputes, a general inability to obtain labor or materials or reasonable substitutes for either, unusual delay in transportation, strikes, slowdowns or work stoppages; acts of God, casualties, explosions, floods, fire, earthquake, tornado, hurricane or other severe and adverse weather conditions; pandemics, epidemics, infectious disease outbreaks, public health emergencies, health and safety circumstances that require individual isolation, quarantine or quarantine-like restrictions; delays caused by actions or inactions, or other acts or omissions on the part of any public utility or state or federal government (or de facto governmental entity), state or federal government official or their respective agents or employees; and, delays caused by state or federal governmental restrictions, regulations, or controls.

(6) "Jobs" means employment of individuals working at or on the Property as a result of the Program. Such individuals shall be "full time" (averaging at least twenty (20) hours per week), or "part time" (averaging less than twenty (20) hours per week). For the purposes of proving up jobs, the Company shall use the form attached hereto.

(7) "Open for Business" means that the applicable portion of the Property is under roof and air-conditioned and heated is open for full-time business operations for all intended purposes.

SECTION 4. TERM

This Agreement shall become enforceable upon the Effective Date and will terminate on the first to occur upon the: receipt by the Company of the Economic Development Grant Payment; or, the termination of this Agreement as provided for herein (the "Term"). However, the Term shall not exceed **10 years** from the Effective Date, at which time this Agreement shall automatically expire unless extended in writing approved by both Parties.

SECTION 5. THE COMPANY'S PERFORMANCE CRITERIA

The Company must satisfy and provide proof to the Board that the following have been accomplished in order to receive the Economic Development Grant Payments, with such performance criteria being certified by the Company as provided in this Agreement, including the Capital Investment and Job Creation Certification form attached to this Agreement as **Exhibit "C"**, which shall be executed and delivered concurrently with this Agreement:

(1) Completion of the Application, including all required forms and documents associated therewith; and,

(2) The Company has done all of the following:

- (a) Successful completion of project by proof of a Certificate of Occupancy
- (b) Created at least 2 Full Time and 4 Part Time Jobs.

SECTION 6. ECONOMIC DEVELOPMENT GRANT PAYMENTS

A. Within thirty (30) days of the Board's determination that the Company has satisfied the performance criteria set forth in Section 5 above, the SEDC shall provide an Economic

Development Grant Payment to the Company in an amount not to exceed **\$41,400.00 New Business Development Incentive** as a reimbursement for the Company's costs associated with the Program. In no event shall the SEDC be required to make any Economic Development Grant Payment to the Company except as provided herein, and subject to satisfaction of the conditions set forth above. The obligations contained in this Agreement shall cease upon payment in full to the Company of the Economic Development Grant Payment, or the expiration of the Term, whichever occurs first.

B. A delay in the payment of the Economic Development Grant Payment by the SEDC due to a delay in receiving any sales tax revenues or sales and use tax information from the Texas Comptroller shall not be considered a default on the part of the SEDC so long as the SEDC uses reasonable efforts to obtain such sales tax revenues or sales and use tax information and make the Economic Development Grant Payment to Company within thirty (30) days after the receipt of such sales tax revenues or sales and use tax information from the Texas Comptroller.

C. If applicable, in order to assist the SEDC in its accounting of the Economic Development Grant Payment, the Company shall sign and submit to the SEDC and maintain during the Term, the Waiver of Sales Tax Confidentiality form attached as **Exhibit "D"**, or other similar form required by the Texas Comptroller as may be required from time to time during the Term to permit the release of sales tax information relating to the Company Facility. ***Non-applicable for this agreement.***

SECTION 7. THE COMPANY'S COVENANTS, WARRANTIES, AND OBLIGATIONS

The Company hereby makes the following covenants and warranties to the SEDC, and agrees to timely and fully perform the following obligations and duties:

- (1)** The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement;
- (2)** The execution of this Agreement has been duly authorized by the Company, and the corporate officer signing this Agreement is an officer of the Company, empowered to execute this Agreement and bind the Company, with said authorization, signing, and binding effect is not in contravention of any law, rule, or regulation, or of the provisions of the Company's articles of incorporation, bylaws, or of any agreement or instrument to which the Company is a party or by which it may be bound;
- (3)** The execution and performance of this Agreement by the Company constitutes its valid and binding obligation, subject to the terms and conditions set forth in this Agreement;
- (4)** As of the date of this Agreement, no litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business, properties, or operation; and no consent, approval, or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby;
- (5)** There are no bankruptcy proceedings or other proceedings currently pending or

contemplated, and the Company has not been informed of any potential involuntary bankruptcy proceedings;

(6) The Company shall pay all state and local taxes due and owing by the Company to all taxing authorities having jurisdiction over the Property prior to delinquency;

(7) In the event of bankruptcy, receivership, or closure or cessation of operations at the Property, the Company shall maintain the Property in good condition and in compliance with applicable building and property maintenance codes and ordinances;

(8) The Company shall not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled, and shall refrain from violating any applicable local, state, and federal law which may have a material adverse effect on the City's or the SEDC's reputation by virtue of the City's or the SEDC's relationship with Company;

(9) The Company acknowledges that for contracts needing City or SEDC approval, that the City or the SEDC may not accept or enter into a contract until it has received from the Company a completed, signed, and notarized Texas Ethics Commission (the "TEC") Form 1295 from the Company complete with a certificate number assigned by the TEC, pursuant to Texas Government Code Chapter 2252 and the rules promulgated thereunder by the TEC, with a copy of the **TEC Form 1295** attached hereto **Exhibit "E"**;

(10) Pursuant to Chapter 2264 of the Texas Government Code, the Company certifies that as of the Effective Date of this Agreement and throughout the Term, the Company's business, or a branch, division, or department thereof, does not and will not knowingly employ an undocumented worker (as defined in §2264.001 of the Texas Government Code), and if the Company's business, or a branch, division, or department thereof, is convicted of a violation of 8 U.S.C. §1324a(f) occurring during the Term of this Agreement, the Company shall repay to the SEDC the total amount of the Economic Development Grant Payment paid to the Company under this Agreement, plus interest at agreed rate not later than the one hundred twentieth (120th) day after the date the SEDC notifies the Company of the violation; and it is agreed that for purposes of this subsection, but only if permissible under Chapter 2264 of the Texas Government Code, that:

(a) For the purposes of this Section, "Company's business" shall be limited to the Company's business in Seabrook, Texas;

(b) The Company shall not be liable for a violation of Chapter 2264 of the Texas Government Code by a person or entity with whom the Company contracts;

(c) Neither the Company nor its business, or branch, division, or department thereof, shall be deemed to have been "convicted of a violation" until all appeals have been exhausted and/or the time for all appeals has expired; and,

(d) The date that "SEDC notifies the Company of the violation" may not be earlier than the date that the Company has been "convicted of a violation" as provided in the immediately preceding subsection; and,

(11) For purposes of this Section “agreed rate” shall mean the lesser of:

(a) the Wall Street Journal prime rate announced by and as quoted in Wall Street Journal, from time to time, as its prime commercial rate or, if the Wall Street Journal prime rate ceases to be made available by the publisher, or any successor to the publisher, a similar reference interest rate based on the interest large United States money center commercial banks charge on short term uninsured loans to their most creditworthy borrowers, or

(b) the highest lawful rate.

SECTION 8. DEFAULT

A. The following shall constitute a default by the Company under this Agreement (a “Company Default”):

(1) The appointment of a receiver of the Company, or of all or any substantial part of its property, and the failure of such receiver to be discharged within ninety (90) days thereafter.

(2) The adjudication of the Company as bankrupt.

(3) The filing by the Company of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

(4) Upon the expiration of the notice and cure period set forth below, a breach of a material representation under this Agreement by the Company.

(5) Upon the expiration of the notice and cure period set forth below, a breach of any material covenant set forth herein.

B. The following shall constitute a default by the SEDC under this Agreement (a “SEDC Default”):

(1) The appointment of a receiver of the SEDC, or of all or any substantial part of its property, and the failure of such receiver to be discharged within ninety (90) days thereafter.

(2) The adjudication of the SEDC as bankrupt.

(3) The filing by the SEDC of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

(4) Upon the expiration of the notice and cure period set forth below, a breach of a material representation under this Agreement by the SEDC.

(5) Upon the expiration of the notice and cure period set forth below, the SEDC’s failure to pay any Economic Development Grant Payment to the Company in accordance with this Agreement.

(6) Upon the expiration of the notice and cure period set forth below, a breach of the SEDC’s

obligations set forth in this Agreement.

C. In the event of the occurrence of a breach or default by a Party under this Agreement, as applicable, the non-defaulting Party shall give written notice to the other Parties of such default, and the actions necessary to cure such alleged default, and the defaulting Party shall have sixty (60) days thereafter to cure said default or if the defaulting Party is diligently pursuing the cure of such default but such default is not reasonably curable within sixty (60) days, then the defaulting Party shall have such additional amount of time as is reasonably necessary to cure such default but no more than thirty (30) additional days. Should a default or breach as described herein, remain uncured after such cure period it shall constitute a Company Default or SEDC Default, as applicable, and the non-defaulting Party shall have the right to exercise the remedies set forth below.

SECTION 9. REMEDIES.

A. Upon the occurrence of a Company Default, the SEDC shall have the right to terminate this Agreement by written notice to the Company, in which event the SEDC shall have no obligation to make any future Economic Development Grant Payment to the Company under this Agreement.

B. Upon the occurrence of a SEDC Default, the Company shall have the right to terminate this Agreement by written notice to the SEDC, in which event the Company shall have no further obligations under this Agreement.

C. In addition, and without terminating this Agreement, any Party shall further have the power to enforce specific performance to collect amounts owing by the other Parties under this Agreement or to otherwise compel the other Parties to perform their obligations under this Agreement. Further, any Party shall have the right to bring an action for a declaratory judgment.

D. The SEDC shall be entitled to a refund of any portion of or all Economic Development Grant Payments made to the Company, except as otherwise provided herein, and further provided that the SEDC shall be entitled to recapture any portion of or all Economic Development Grant Payments which were made based upon materially false or fraudulent information certified to or provided by the Company and for which the Company would not otherwise have been entitled. No action shall lie for damages against the Company except that the SEDC shall be entitled to any action to recover any amounts owed by the Company as provided in the foregoing sentence.

E. Upon the occurrence of a SEDC Default, the Company has the right to bring any action to recover any amounts owed to it under this Agreement plus interest from the date due at the agreed amount. In addition, the Company shall have the right to seek a judicial declaration of the appropriate amount of the Economic Development Grant Payment owing to the Company by the SEDC under this Agreement.

F. THE SEDC DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITIES THAT IT MAY HAVE AS NOW EXIST OR MAY BE CREATED UNDER ANY APPLICABLE LAW OR JUDGEMENT.

G. If any legal action or proceeding is commenced by any Party to enforce the provisions of this

Agreement or to recover any damages permitted under this Agreement from the breaching Party, the Party entitled to relief shall additionally recovered its reasonable legal fees and costs.

H. The sole and exclusive remedies of the Company for a breach by the SEDC under this Agreement shall be those expressly provided for in this Agreement and the Company hereby waives any other remedies under law or in equity.

I. A Party shall not be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of an event of Force Majeure, but only for so long as the event of Force Majeure reasonably delays, disrupts, or prevents performance.

J. Any delay for any amount of time by a Party in providing notice of default to the other Party shall in no event be deemed or constitute a waiver of such default by such non-defaulting Party of any of its rights and remedies available in law or in equity.

K. Any waiver granted by one Party to another Party shall not be deemed or constitute a waiver of any other existing or future default by such Party or of a subsequent default of the same act or event.

SECTION 10. LIABILITY LIMITATIONS OF THE SEDC

The SEDC is making payments under this Agreement solely and exclusively from the sales tax revenues it receives from the Texas Comptroller and such funds are not financed and will not be financed or otherwise paid from any other source. Under no circumstances shall the obligations of the SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. No public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS

A. Changes in Law. Should a change in law prevent or prohibit the SEDC from complying with or making any payments under this Agreement, the Parties agree to terminate this Agreement; provided, however, that, to the extent feasible and permitted by applicable law, the Parties agree to work together in good faith to modify this Agreement or enter into a new agreement or otherwise provide the Company with a remedy or reasonably equivalent value to otherwise accomplish the purpose of this Agreement, and if the Parties do not agree, then a court may equitably reform this Agreement.

B. Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

C. Assignment, Sale, Merger, or Transfer. Except as provided below, the Company may not assign all or part of its rights under this Agreement to a third party, or otherwise sell, merge, or transfer substantially all its then owned assets to another entity (each, a "Transfer"), without written notice of a Transfer provided by the Company to the SEDC at least thirty (30) days prior to a Transfer.

D. Notice. Notice shall be effective upon receipt or refusal of delivery by the Party to be notified. Any notice or other communication (the "Notice") given under this Agreement shall be in writing,

and may be given:

- (1) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested;
- (2) by personal delivery of the Notice to the Party;
- (3) by depositing the Notice with Federal Express or another nationally recognized courier service for next day delivery;
- (4) by electronic delivery of the Notice to an e-mail address provided by each Party; or,
- (5) by confirmed facsimile, at a number provided by each Party, only if a copy of the Notice is also given in one of the manners specified in (1), (2), (3), or (4).

E. Notice Contact Information. Unless changed as approved in writing by all Parties, for the purposes of the Notice, the contact information of the Parties is as follows:

For the SEDC:

Seabrook Economic Development Corp.
Attn: Executive Director
1700 1st Street
Seabrook, Texas 77586

For the Company:

Soulfreak Holdings LLC
Attn: Amy Cortez-Albro
604 Appia Dr
Kemah, TX 77565

F. Interpretation. Each of the Parties has been represented by counsel of its choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against, either Party based on draftsmanship.

G. Relationship of the Parties. This Agreement shall not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither Party, nor either's past, present, or future elected officials, officers, directors, employees, or agents, assume any responsibility or liability to any third party in connection with the development of the Property or the design, construction, or operation of any portion of the Property.

H. Applicable Law and Venue. This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas without regard to any conflicts of law provision, and venue will lie in a state district court in Harris County, Texas. The Parties consent to, and waive any objection to, in person jurisdiction in Harris County, Texas.

I. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect under present or future laws, the remainder of this Agreement shall not be affected so long as the intent, purpose, and benefits of this Agreement are not affected in any manner materially adverse to either Party hereto. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable, is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable, and effects the intent, purpose, and benefits of this Agreement.

J. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience

only and will in no way enlarge or limit the scope or meaning of the paragraphs.

K. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

L. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be deemed an original, but all of which will constitute the same instrument. A signature transmitted by facsimile or email will be deemed to be an original signature for all purposes. As used in this Section, "signature" includes an electronic signature.

M. Exhibits. The following exhibits are attached to and incorporated into this Agreement and made a part of this Agreement for all purposes as if they were set forth herein in their entirety:

- Exhibit A - Property Exhibit;
- Exhibit B - Program Application;
- Exhibit C - Capital Investment and Jobs Certification;
- Exhibit D - Waiver of Sales Tax Confidentiality; (Not Applicable)
- Exhibit E - 1295 Form (if Necessary); and
- Exhibit F - Resolution Authorizing the EDC Incentive Program.

N. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary, agreements between the Parties relating to matters in this Agreement; and, except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

O. Confidentiality. This Agreement is subject to the Texas Public Information Act and will be considered "public information" after consideration by the SEDC at a posted meeting by either body. However, the SEDC will use all appropriate measures to keep the information contained in and related to this Agreement confidential until such time as the Texas Public Information Act requires the SEDC to disclose the applicable contents of this Agreement. To the maximum extent permitted by law, the SEDC and its respective elected officials, officers, directors, employees, agents, and contractors retained to perform economic development services for the SEDC (the "SEDC Related Parties"): (i) shall use all appropriate measures to maintain the confidentiality of all sales tax information filed by the Company and/or its respective tenants, subtenants and/or licensees, as applicable, with the State of Texas and all other information regarding the Sales Tax Revenue generated by the Property; (ii) shall treat as confidential any other proprietary or financial information of the Company and/or its respective tenants, subtenants, and/or licensees and shall not release any of the foregoing information to the public, unless required by law or court order. The SEDC shall notify the Company as a third-party under the Texas Public Information Act of requests, Attorney General Opinions, and court orders to release such information pursuant to the Texas Public Information Act. The SEDC shall be permitted to disclose the foregoing information to the SEDC Related Parties as the SEDC, in its discretion deems appropriate in furtherance of the purposes of this Agreement, so long as such disclosure is made subject to compliance by such SEDC Related Parties with the terms of this Section. This Section is not meant to prevent the SEDC from complying with the Texas Public Information Act, as it may be amended.

P. Time is of the essence in this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, enter into and execute this Agreement effective as of the dates set forth below.

FOR: THE SEDC

Name [Signature]

Paul Dunphy

Name [Printed]

President

Title

Date

FOR: THE COMPANY

Name [Signature]

Amy Albro

Name [Printed]

owner

Title

05/29/25

Date

ACKNOWLEDGEMENTS

FOR THE SEDC

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2025,
by Paul Dunphey, President EDC of SEDC,
Name Position/Title Entity Name
for and on behalf of said Entity.

(SEAL)

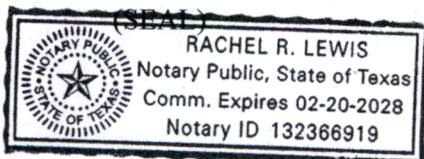
Notary Public in and for the State of Texas

My Commission Expires: _____

FOR THE COMPANY

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of May 2025,
by Amy Albo, Owner of Soulfreak Seabrook Cafe,
Name Position/Title Entity Name
for and on behalf of said Entity.



[Signature]

Notary Public in and for the State of Texas

My Commission Expires: 2/20/2028

EXHIBIT A – PROPERTY EXHIBIT

EXHIBIT A - EDC AGREEMENT - SOULFREAK HOLDINGS LLC



5/21/2025, 5:39:24 PM

 HCAD Parcels

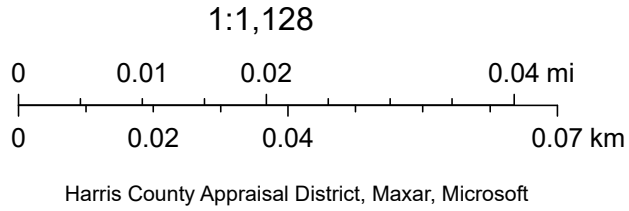


EXHIBIT B - GRANT APPLICATION & PROGRAM DESCRIPTION



INCENTIVE APPLICATION

NEW BUSINESS DEVELOPMENT

Applying for Seabrook business incentives starts with completing this application. Staff will complete an economic impact analysis based on information provided by the applicant. Then, if the analysis is favorable, the project moves toward a board presentation and review. The application is the official record of the project that is submitted to the Economic Development Corporation (EDC) for review. The entire process can be completed within 45-60 days, depending on when the application is filed and public hearing requirements/posting.

All applicants are encouraged to review the current [Seabrook Economic Development Corporation Incentive Policy](#) before completing this application.

IMPORTANT: DO NOT START CONSTRUCTION BEFORE COMPLETING THE INCENTIVE APPLICATION PROCESS.

APPLICANT INFORMATION

Applicant Name: Amy Albro

Primary Contact: Amy Albro

Business Name: Soulfreak Holdings LLC

Phone: [REDACTED]

Website: www.soulfreak.com

Email: [REDACTED]

BUSINESS DETAILS

Business Owner: Amy Albro

Business Structure: ☐ Proprietorship
☒ Limited Liability Company (LLC)
☐ Partnership
☐ Corporation

Business Partner(s) Name and Contact Information:

[REDACTED]

Taxpayer ID: [REDACTED]

Texas Secretary of State File Number: [REDACTED]

Name and Contact Information of Financial Institution:

[REDACTED]

LOCATION DETAILS

Projected Business Address in Seabrook: 1305 Second St. Seabrook, Tx. 77586

This site will be: ☒ Leased
☐ Owned

Property Owner Name and Contact (if leased):
Nazarifar Farahnaz
4617 Todville Rd

Approximate Opening Date: July 1st

Type of Business (Industry and nature of operations):
Coffee Art Cafe

NACIS Code(s): 722513



INCENTIVE APPLICATION

NEW BUSINESS DEVELOPMENT

IMPORTANT: DO NOT START CONSTRUCTION BEFORE COMPLETING THE INCENTIVE APPLICATION PROCESS.

PROJECT AND DEVELOPMENT INFORMATION

Total Value of Project: ~~\$ 133,000.00~~ Revised \$ 102,000.00

Requested Incentive Amount: ~~\$ 60,000.00~~ Revised \$ 41,400

Project Description (How will the requested funds be used?):

Add central air and heat, upgrade plumbing, upgrade electrical, add drive thru and upgrade parking.

Project Impact: Total Number of Full-Time Employees at Opening: 2

Total Number of Part-Time Employees at Opening: 4

Has the Business Received Incentives from Other Entities? ☐ Yes ☒ No

If Yes, Please Note Most Recent Awards:

REQUIRED DOCUMENTS

Please submit the below documents with the incentive application. Applications will not be considered unless a completed application and the documents noted below are submitted.

- ☒ Sales and Use Tax Report (if applicable)
- ☐ Proof of Harris County Tax Payment
- ☐ Franchise Tax Certification of Account Status (if applicable)
- ☒ Articles of Incorporation from the Secretary of State
- ☐ Current Harris County appraisal district report on project site (if applicable)
- ☒ Budget for the project- including copies of estimates for work and other cost documentation associated with your project.
- ☒ Drawings, renderings, and photos of your project (not required to be drawn to scale for incentive consideration)

Applicants may be required to submit additional documentation related to the project for incentive consideration.

Final determination of incentive award shall be made by the Seabrook Economic Development Board and the City Council of the City of Seabrook. Any incentive award shall be subject to a binding agreement with terms and conditions approved by the Seabrook Economic Development Board and the City Council of the City of Seabrook.





INCENTIVE APPLICATION

NEW BUSINESS DEVELOPMENT

AUTHORIZATION FOR SUBMITTAL

I certify, to the best of my knowledge, that all information provided in this Incentive Application (including attachments) is true and accurate, as indicated by my signature below. I further confirm that the business entity is in good standing under applicable laws and owes no delinquent taxes to any taxing authority.

If awarded incentives, the applicant agrees to comply with a performance agreement, including the submission of documentation on employee counts, average wages by category, taxable sales, personal property inventory, and any other relevant information required by the EDC for the period specified in the performance agreement.

By signing this document, the applicant affirms that they are authorized to file this application on behalf of the business owner/applicant and can provide evidence of such authorization if requested. Proof of appropriate insurance will also be required as a condition of any approved incentive grant.

NOTE: If the landlord is seeking an incentive, they will also be a party to the abatement agreement and must meet all terms, including submitting documents for an annual performance report. If the property is leased and either the landlord seeks an incentive or the applicant requests modifications to the landlord's property, the landlord will need to complete their contact information below.

Legal Property Owner / Landlord:

Signature:

Printed Name: Nazarifar Farahnaz

Date: 4-2-2025

Legal Address: 1305 Main Street, Seabrook, Texas 77586

Phone: 281-682-3435

Email: ffnazarifar@yahoo.com

Applicant (if different from legal property owner):

Signature: _____

Printed Name: _____

Date: _____

Phone: _____

Email: _____



INCENTIVE APPLICATION

NEW BUSINESS DEVELOPMENT

MEDIA RELEASE

I, Nazarifar Farahnaz, on behalf of Soulfreak Holdings LLC (business name), hereby authorize the Seabrook Economic Development Corporation (EDC) and its representatives to use, reproduce, and publish photographs, videos, audio recordings, and other media that may include my image, voice, business name, and likeness.

This authorization extends to:

- **Promotional Materials:** Publications, brochures, advertisements, websites, social media, and other promotional or educational materials produced by the EDC.
- **Media Outlets:** Any press releases or media features in newspapers, magazines, television, radio, or online news platforms.
- **Public Events:** Any presentations, conferences, or public events hosted or sponsored by the EDC where media content is used.

I waive any right to inspect or approve the finished media or promotional content and release the EDC from any liability related to the use of these materials.

Acknowledgment: I understand that this media release form does not guarantee the use of any media and does not entitle me to any compensation. This release is binding and will remain in effect unless otherwise revoked in writing.

Signature: _____

Printed Name: Nazarifar Farahnaz

Business Name: _____

Date: 4-2-2025

Title: Owner

PLEASE SUBMIT THIS APPLICATION TO

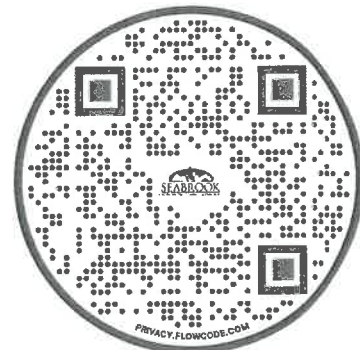
EMAIL:

edc@seabrooktx.gov

MAIL:

Seabrook Economic Development Corporation
1700 First Street
Seabrook, TX 77586

COMPLETE THE ONLINE APPLICATION



Soulfireak Seabrook

PREPARED BY AMY ALBRO

ABOUT

Soulfreak was established in 2015 as a surf shop that supported several non-profits and was located in Kemah, Texas, but has now evolved into a coffee shop, art studio and retail space located in the heart of League City, Texas.

OWNER

Owner and artist Amy Lyn created the concept to promote unity within her community by collaborating art and coffee. A degree in art & design helped her achieve this goal to create a space for other fellow artists to work, grow and sell their art.

WHATS A SOULFREAK

Our logo represents a skeleton who we refer to as "Skelly". We all have one and for the most part they are the same regardless of race, religion, political view or identity. At Soulfreak we love everyone, and all are welcome!

Lastly "Skelly" also serves as a reminder that we are still alive and have opportunities to find our purpose in this life! Go find yours!



Project Vision

NAME

**Soulfreak Seabrook Cafe
1305 Second St.**

OBJECTIVE

Establish an exceptional cafe setting where patrons can enjoy a latte, participate in art classes, buy local artwork, and learn about Seabrook. Our aim is to foster a sense of community and promote other local enterprises in the vicinity.

PROJECT DESCRIPTION

Turn existing house into a cozy coffee/art cafe.

Scope of work includes:

- Adding a commercial kitchen (without greasetrap)
- Includes: Adding 3 compartment sink, reverse osmosis water system, backsplash, countertops, shelves, plumbing and electrical.
- Requesting from EDC: Adding a drive-thru, adding central Air and heat, hot water heater, adding signage and upgrade parking.

PROJECT TIMELINE

**June
1**

Add power, plumbing, and
concrete

**June
25**

Begin the interior
renovation. including
kitchen, hvac and porch.

July 25

Final Inspections

**August
1**

Soft Opening

Project Cost

Total Project:
\$102,000
Requesting from EDC :
\$41,400*

UPDATES

HVAC Addition \$12-14k*
Plumbing, Electrical, , add serving window to porch, patch old window unit holes, Countertop, flooring, backsplash and shelving: \$17200*
Demo Cost \$3000

EQUIPMENT & START-UP FEES

Equipment Cost: \$50k
Food and Merch start-up: \$3k
TABC: 5K

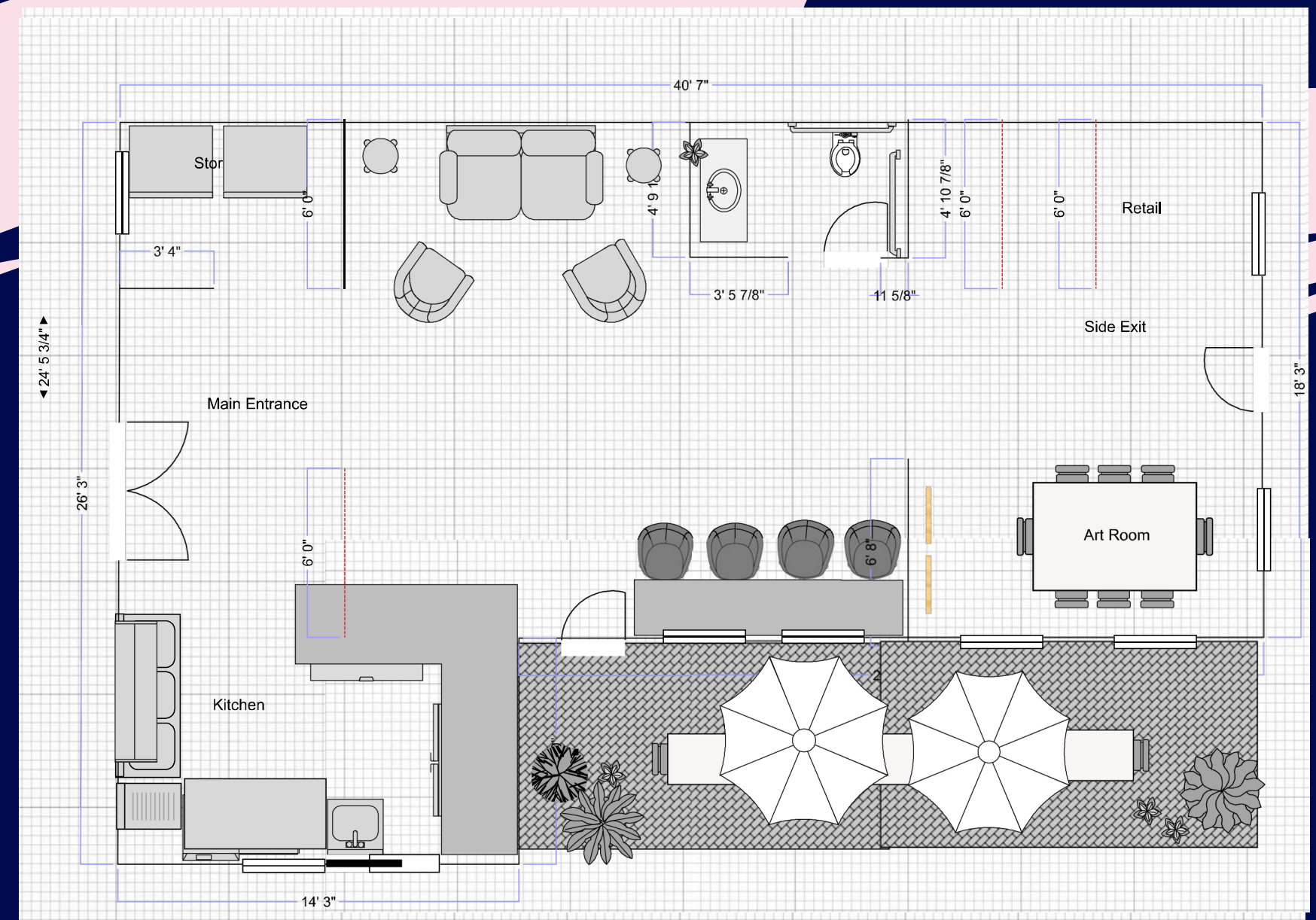
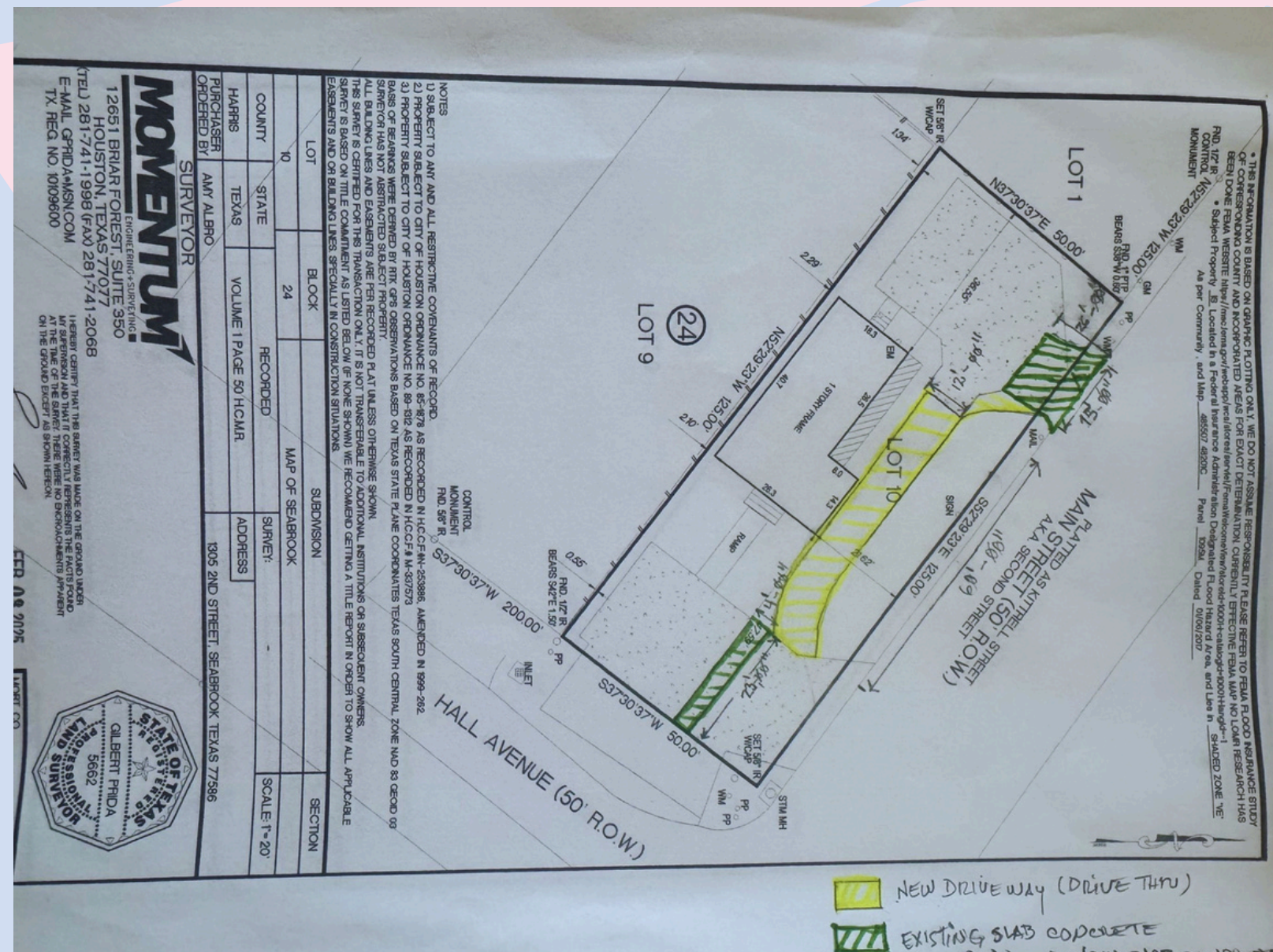
DRIVE-THRU AND SIGNAGE

Drive Thru and parking \$8,200*
Signage \$2k*

Project Inspiration Board . .



Floorplan & Survey



Current Sales

Gross Sales for complete accurate year over year comps			
Year	2020	2021	2022
Total Gross	\$240,000.00	\$570,000.00	\$622,000.00

2023 SSC- \$311,325.00 SRRC \$75,135.00

2024 LC \$ 346,100.000

2023-2024 Monthly

Soufreak Studio Cafe

Month Year	Total Sales
Jan 1, 2023	\$38,044.00
Feb 1, 2023	\$42,964.00
Mar 1, 2023	\$52,584.00
Apr 1, 2023	\$53,016.00
May 1, 2023	\$47,151.00
Jun 1, 2023	\$42,077.00
Jul 1, 2023	\$35,489.00
	\$311,325.00

Soufreak R. R. Cafe

Month Year	Total Sales
Nov 23, 2025	\$35,086.00
Dec 23, 2025	\$40,049.00
	\$75,135.00

Soufreak R. R. Cafe

Month Year	Total Sales
Jan 1, 2024	\$23,550.00
Feb 1, 2024	\$31,989.00
Mar 1, 2024	\$36,920.00
Apr 1, 2024	\$34,148.00
May 1, 2024	\$27,742.00
Jun 1, 2024	\$32,421.00
Jul 1, 2024	\$24,737.00
Aug 1, 2024	\$26,321.00
Sep 1, 2024	\$30,888.00
Oct 1, 2024	\$35,188.00
Nov 1, 2024	\$32,730.00
Dec 1, 2024	\$33,016.00
	346,100.00



contact

Thank you for your time and
consideration!

PHONE

832-764-9427

ADDRESS

512 2nd Street

EMAIL

amylyn@soulfreak.com

WEB

www.soulfreak.com

EXHIBIT C - CAPITAL INVESTMENT AND JOBS CERTIFICATION

Re: ECONOMIC DEVELOPMENT AGREEMENT MADE BY AND AMONG THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION AND SOULFREAK HOLDINGS, LLC.

This Capital Investment and Jobs Certification is being delivered by Soulfreak Holdings, LLC (the "Company") in connection with that certain Economic Development Agreement made by and among the Seabrook Economic Development Corporation (the "SEDC"), and the Company effective as of , **2025** (the "Agreement"). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

The undersigned hereby certifies to the SEDC that:

1. I am a duly authorized representative of the Company to execute this Capital Investment and Jobs Certification document.
2. The Company will make a capital investment of not less **Twenty Thousand and 00/100 dollars (\$20,000.00)** and successfully will show proof of the Certificate of Occupancy (C.O) on the property I leased located at 1305 Main Street, Seabrook, Texas 77586 including, without limitation, hard and soft construction costs.
3. The Company will create or cause to be created at least **2 Full Time and 4 Part Time Jobs** (as defined in the Agreement) related to the Program on the Property as described in the Agreement, and as evidenced by 3rd party certification(s) form attached to the Agreement.

FOR THE COMPANY:

BY:


NAME - SIGNATURE

Amy Albro
NAME - PRINTED

Owner
TITLE

DATE 29, 2025

EXHIBIT C – DISCLOSURE OF CONFIDENTIAL TAX INFORMATION
AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL TAX INFORMATION

EXHIBIT D – FORM 1295 (IF NECESSARY)

EXHIBIT E – RESOLUTION

**SEABROOK ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION 2023-01/EDC**

SEDC INCENTIVES POLICY

* * * * *

WHEREAS, on January 18, 1992, the voters of the City of Seabrook authorized the City of Seabrook to adopt a one-half cent sales and use tax to pay for the costs of projects authorized by Chapters 501, 502, and 505 of the Texas Local Government Code, and to pay for the principal and interest of bonds or other obligations issued to pay the costs of such projects; and

WHEREAS, the Seabrook Economic Development Corporation (“EDC”), a type B corporation, was established to oversee the expenditures of these tax monies and bylaws were established for the operation of the EDC; and

WHEREAS, EDC has analyzed potential incentive programs available under state law to assist it in attracting businesses, creating jobs, and assisting in other statutorily authorized economic development programs; and

WHEREAS, EDC has evaluated incentive program funding for its current Fiscal Year budget; and

WHEREAS, EDC has allocated funding and memorialized incentive program funding options by resolution since Fiscal Year 2008-09, the first year it adopted such measures;

NOW THEREFORE, BE IT RESOLVED BY THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS:

Section 1. That EDC will undertake to establish one or more economic development incentive programs and expenditures in accordance with the City of Seabrook’s and the EDC’s economic development goals and adoption of relevant policies for each program, state law, including but not limited to Chapters 501, 502, and 505 Texas Local Government Code (the Development Corporation Act) and to the extent EDC is authorized to expend funds in such a program, as established by the Texas Local Government Code Chapter 380 and Seabrook City Council, as appropriate.

Section 2. That the following incentives are approved by the Board of Directors, and are designed to provide guidance to the EDC Director in his negotiations with potential economic development clients. All requests for incentives shall come back to the Board for consideration, and shall be in an amount or amounts which will not

exceed the total approved appropriation for Economic Development Incentive Programs, Budget Line Item 707-5620, in the amount as shown in the final budget following adoption by the Board of Directors and City Council for the then-current fiscal year, including amendments.

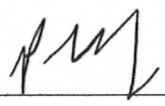
The incentives identified and approved by the Board of Directors are outlined in Appendix A, attached to this Resolution.

Section 3. That this Resolution be reviewed annually and attached as written or as it may be revised to subsequent EDC Budget, forwarded to the Seabrook City Council. The Board finds that the above list has been published as required for public comment by Section 505.160(a) Texas Local Government Code and constitutes a continuing project to the extent it is funded in any particular fiscal year.

Section 4. That following approval of the budget by the Board of Directors, the Seabrook City Council, and publication of the statutory notice identifying projects, that expenditures for those projects identified in Section 1 be thereafter approved and allocated subject to the budget line item cap by the Board of Directors, without further budget amendment or approval by the Board of Directors and City Council.

PASSED, APPROVED AND ADOPTED THIS 13th DAY OF ~~MARCH~~ ^{APRIL}, 2023.

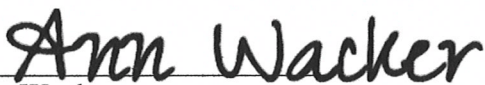
SEABROOK ECONOMIC DEVELOPMENT
CORPORATION

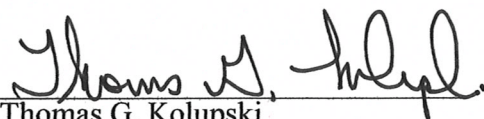


Paul Dunphey,
Chairman

ATTEST:

SEABROOK CITY COUNCIL


Ann Wacker,
Secretary


Thomas G. Kolupski
Mayor



APPENDIX A

Article I - General Provisions

Seabrook, Texas is a community southeast of the City of Houston. The community was incorporated in 1961 and is currently 13 square miles in size. The Seabrook Economic Development Corporation was established in 1992 as a Texas 4B corporation (501c6) to serve as the economic development agent for the City.

The provisions of this resolution shall apply in the city limits of the City of Seabrook, Texas.

Purpose

The Seabrook Economic Development Corporation (SEDC) is committed to promoting economic growth, redevelopment and community improvement through the use of local planning tools, such as economic incentives. In order to create a guiding framework for decisions regarding the use of public resources to stimulate economic activity, the SEDC has established this policy to orient the consideration and use of economic incentives in a manner that is consistent with the City's strategic priorities and objectives, providing a return on investment to the community.

Obligation

While this policy will be proactively used in the process of granting incentives, nothing in this document implies that the City of Seabrook and the SEDC are under any obligation to provide an incentive. Further, while these guiding criteria provide a framework for evaluation, every prospect will be considered on a case by case basis by the SEDC and ultimately, the City Council. All incentives are subject to availability of funding.

Authority

This policy is adopted under the authority of the Constitution and Laws of the State of Texas, and the City Charter of the City of Seabrook, Texas.

Applicability

Any Project requesting incentives in Seabrook will be given consideration under the provisions of this policy. As a rule, Projects are evaluated with regard to their economic efficiency; and return on investment to the citizens of the City of Seabrook. This may mean addition of quality jobs, ad valorem tax value, sales tax or any other significant public benefit.

Public Accountability & Performance Measures

Every incentive agreement that the SEDC enters into is considered an investment for the public benefit. Each incentive application is considered with regard to its merit to the community at large, and its potential to create a multiplying economic effect for the citizens of Seabrook. Performance measures will be established based on the economic impact and overall assessment by the SEDC. Should an applicant be unsure of projected

EDC Incentive Programs Resolution

Page 3 of 11

performance indicators, utilizing conservative estimates with contingency options are encouraged to prevent default.

Compliance

Each year of the active incentive agreement, compliance reporting must be completed by incentive recipients. Projects that are not in compliance with performance measures are subject to recapture of a portion or all of the incentive value.

Recapture

Should an incentive recipient fail to meet compliance measures and to perform under the prescribed cures, incentives are subject to repayment to the SEDC.

Development Quality

Generally, any Project receiving an incentive under the provisions of this policy shall exceed the minimum requirements of development quality prescribed in the Seabrook Code of Ordinances as determined by a staff evaluation of proposed facility designs. Such designs will be included as compliance measures in an incentive agreement.

Article II - Definitions

As used herein for the business incentive application, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

Agreement. A contract between an Incentive recipient and the SEDC clarifying the terms, performance measures and obligations of the parties.

Assessed Value. The appraised value of a property after any exemptions have been applied

Base Year Value. The Assessed Value of all property subject to a Tax Rebate in the year preceding execution of an Agreement

Business Personal Property. Any property associated with a Project other than Real Property and excluding inventory

City. The City of Seabrook, Texas, and all its governing and operating bodies

Construction / Build-Out Costs. Costs which may be associated and extended to mean the improved value of buildings, structures, fixed-in-place machinery and equipment, site improvements, and related personal equipment necessary to the primary operation of the facility.

Compliance Measures. Economic performance indicators for a Project established by Agreement and reported to the City annually or as otherwise prescribed by Agreement

EDC Incentive Programs Resolution

Page 4 of 11

Council. The City Council of the City of Seabrook, Texas

Default. An event in which a party to an Agreement has failed to meet Compliance Measures and to perform under prescribed cures

Expansion. An investment in fixed assets that will result in an increase in occupied building area, increased employment or higher Assessed Value of Real Property by a firm already located in the City

Facility. Combined Real and Business Personal Property Improvements that house an economically purposeful activity

Green Space Improvements. Improvements to the Project site that increases beyond required green space and detention requirements by the City that will utilize natural vegetation and landscaping to improve the site aesthetics.

Improvement. A building, structure or fixture erected on or affixed to land with a life expectancy of 15 years or more.

Incentive. Any inducement for economic activity given by a governmental entity (in this case the SEDC) such as a rebate, participation in infrastructure costs, waiver of fees or development requirements only as allowed by law, or any other incentives not prohibited by state or federal law.

Ineligible Property. The following types of property shall be fully taxable and ineligible for Incentives: land; inventories; supplies; tools; furnishings, and other forms of movable personal property; vehicles; vessels; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas; or any other property for which Incentives is not allowed by state law.

Infrastructure may include water, wastewater, roads, drainage, and the extension of franchise utilities. Infrastructure items must show a benefit to a region or area of the city and not solely benefit one business.

Job. A permanent, full-time employment position that has provided or will result in employment of at least 1,820 hours per position in a year; Part-time positions may be aggregated to create a full-time position for consideration in this policy.

Modernization. The replacement and upgrading of existing facilities which increases the productive input or output, updates the technology, or substantially lowers the unit cost of operation, and extends the economic life of the facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing, or completion of deferred maintenance.

Project. The combination of proposed investment, improvements and economic activity that is submitted in an application for an economic incentive as provided by law, see Texas Local Government Code Sections 501 and 505.

Personal Property. Assets on a site that can be moved. Personal property is movable and not fixed permanently to one location, such as land or buildings.

Real Property. Land or an improvement affixed thereto. Examples of real property are buildings, canals, crops, fences, land, landscaping, machinery, minerals, ponds, railroad tracks, and roads.

SEDC. Seabrook Economic Development Corporation and its staff.

Article III - The Application Process

Application Required

In order to ensure accountability, fairness and compliance with all applicable regulations, every incentive request must proceed through a uniform application process.

Incentive applications are evaluated on a case-by-case basis. As such, an application does not guarantee an incentive grant.

Information & Confidentiality

In order to perform an adequate cost-benefit analysis of each incentive request, the SEDC requests thorough information regarding the economic attributes of each Project. This information is used in the strictest sense to evaluate the potential incentive investment being considered by the SEDC and will be treated as confidential.

Please note that while government documents are subject to the provisions of the Texas Open Records Act and other regulations pertaining to transparency in government, certain exceptions apply to information used in Economic Development negotiations. Information that is provided to the City and the SEDC in connection with an application or request for economic incentives in accordance with the above criteria and guidelines and which describes the specific process or business activities to be conducted or equipment or other property to be located on the property for which the economic incentives are sought is subject to confidentiality and subject to exception for public disclosure until the economic incentives agreement is executed, or as otherwise determined by the Texas Attorney General as provided by the Act. The information in the custody of the City of Seabrook after the agreement is executed is not confidential and would be required to be released under the Texas Open Records Act.

Article IV – PROGRAM DEFINITIONS

IMPORTANT: Do not start construction before applying for incentives. If construction has started prior to an incentive application, it is assumed that the Applicant does not need assistance and the application may be denied.

The Seabrook EDC has approved the use of the following programs to incentivize development within the City of Seabrook:

- A. Small Business Development
- B. Commercial Façade Incentive
- C. New Construction & Development Incentive
- D. Retail Redevelopment Incentive
- E. Sales Tax Rebate

While some projects may not fit into the categories listed above, the Seabrook EDC retains the right to review any application and enter into an incentive agreement under Texas local government code 505.158.

All incentives are paid via reimbursement. Qualifications for reimbursement include a signed certification of occupancy by the City of Seabrook and signed permits by related county and State agencies for the operation of the business. Documentation of costs related to reimbursement must accompany reimbursement requests. If documentation is not provided, reimbursement will not be paid. It is important to note that **all incentive programs have a maximum duration limitation of 10 years.**

A. Small Business Development

Defined as having less than five (5) full time (or FTE) employees and/or under \$2,000,000 in annual sales. Businesses that pursue an incentive in this category will be required to attend at least one meeting with an SBA / SCORE representative regarding the business' projected growth plan.

The Small Business Development Incentive is designed to provide funding for **growth** of the business. Incentive funds are not awarded for normal operating expenses such as payroll, building maintenance, utilities, et al.

If awarded, the project will be required to show proof of use of funds for the expansion of employment, expansion of services, or new construction. Small Business Development Incentives have a maximum value of \$50,000 per application.

B. Commercial Façade Incentive

The Façade Improvement Program involves real property improvements to the exterior of commercial, retail buildings in the City of Seabrook.

Eligibility

Projects include those making alterations to building exteriors which enhance its appearance and character in a manner that is harmonious with the design principles of the zoning ordinance of the district.

Examples of eligible improvements are as follows:

- Brick repair
- Awning replacement
- Sign removal or replacement
- Window replacement or restoration
- Replacement or restoration of cornices
- Removal architecturally inappropriate alterations
- Other aesthetic/architectural improvements as approved

Commercial Façade Incentives have a maximum value of \$40,000 total per location along active, connected streets. Thus - not facing alleys, back of building, side facing another building, etc.

Incentives are paid **after** a final inspection has been received from the Seabrook Building Official.

C. New Construction & Development Incentive

Eligibility

Projects involving warehouse, light industrial facilities, as well as commercial and office developments. Infrastructure, site development, and greenspace enhancements are eligible project costs for this program.

Projects seeking incentives for new construction and site improvements will be subject to the following qualifications:

- The EDC intends to be selective regarding the kinds of businesses that are recruited and incentivized. To that end, non-retail businesses will take precedence over retail businesses, unless the retail establishment has regional draw and serves residents from Seabrook and beyond. In general, the primary objective of the City's economic development efforts is to target new and expanding businesses that offer living wage jobs with benefits that equal or exceed the median wages for similar positions in the State of Texas or that make significant capital investment in the City. The creation and retention of competitive wage jobs shall be a key determinant in granting any incentive.
- The EDC encourages the development of regional retail opportunities within its jurisdiction in order to provide services to its constituency and the visiting public from Seabrook and beyond. The EDC will consider incentives for retail businesses and developers that precipitate the expansion of the sales tax base and other revenues, further the effort to develop Seabrook as a regional hub for retail goods and services, and expand the property tax base. The EDC wants such developers who add quality, or up-scale features, to the architectural designs and landscaping. This is particularly the case with non-industrial developments where unique architecture, landscaping or other features would enhance the quality of development to attract customers and other businesses.
- The EDC desires to retain existing businesses/industries that are contemplating relocating to another city, or state. The EDC may consider offering financial incentives that would offset the cost differentials that make other locations viable. To be eligible under this premise, the applicant or business must provide a declaration that states it is actively pursuing relocation and, absent EDC incentives, would carry out its intent. Furthermore, the applicant or business must make a minimum incremental capital investment, which can be for site modernization, new equipment, technology, or other long-lived depreciable assets that increase the assessed valuation.
- Generally, incentives will not be considered if an applicant, whether a new or existing business, has begun on construction on the site. Before granting any incentive, the City shall determine that without the incentive, the applicant would not locate or expand within the City's jurisdictional boundaries.

Projects requesting an incentive in this Program will be subject to the following minimum qualification:

PROJECT INDICATOR	MINIMUM QUALIFICATIONS
New Jobs Created (full time)	10
Real Property	\$3,000,000
Personal Property	\$1,000,000

These minimum value metrics are required for the duration of the incentive contract.

Construction and Development Incentives do not have a maximum limit.

D. Retail Redevelopment Incentive

The Retail Redevelopment Incentive program is a performance-based incentive intended to stimulate conversion and redevelopment of outmoded commercial properties in the City. Retail Redevelopment Incentives do not have a maximum limit.

Eligibility

Retail centers in the City of Seabrook seeking to renovate existing sites whether through acquisition or as part of the site's capital improvement. Site must be at least 15 years of age at the time of the application and property must be in compliance for zoning.

Eligible Improvements

A proposed Retail Redevelopment Incentive Project must:

- Exceed all applicable development standards
- Incorporate at minimum one of the following improvement:
 - Façade Renovations (*see Commercial Façade Incentive definition*)
 - Landscape Improvements
 - Parking lot improvements
 - Signage Renovations

In addition to any one or more of the following:

- Incorporation of common areas / pedestrian plazas
- Public art installation
- Connectivity to existing walkways / trails

NOTE: Improvements made prior to approval of an incentive agreement are not eligible for reimbursement under this program.

E. Seabrook Economic Development Corporation (SEDC) Sales Tax Rebate

An applicant may choose to request a portion of their SEDC sales tax paid (minus alcoholic beverages sales tax) to be reimbursed. If utilized, Sales Tax Rebates are subject to either a maximum term of 10 years or to terms agreed upon by the SEDC and the Applicant. Applicant is required to create at minimum three (3) full time equivalent (FTE) jobs during the term of the incentive agreement.

Sales Tax Reimbursements are based on a portion paid to the Economic Development Corporation and not the City's total sales tax payment received.

Below is an example worksheet of sales tax reimbursement on a project that has gross annual sales of \$1,000,000.

Annual Sales (<u>excluding</u> alcoholic beverages)		\$1,000,000
City of Seabrook General Fund Sales Tax Revenue (sales x 0.015)	1.5%	\$15,000
SEDC Sales Tax Revenue (sales x 0.0025)	0.25%	\$2,500
Seabrook Crime District (sales x 0.0025)	0.25%	\$2,500
City Sales	2.00%	\$20,000
Texas Sales Tax	6.25%	
Total Sales Tax	8.25%	

As per the example shown, the maximum amount the business could receive per year of the incentive agreement based on \$1,000,000 of annual sales is \$2,500.

Applications for this reimbursement will be required to provide a copy of the past 24 months sales tax payments to the Texas Comptroller. If project is a new business, a detailed 10-year projected sales tax forecast will be required as part of the application documentation.

#



Agenda Briefing

Date of Meeting: June 10, 2025

Responsible Department: Economic Development

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on a business incentive application filed by Tomato Group, LLC dba Tookie's Hamburgers, seeking a New Construction & Development Incentive and Sales Tax Rebate Incentive for the build out of a full-service restaurant to be located at 222 Shipyard Dr.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. Tookies Hamburgers Application r_Redacted

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



INCENTIVE APPLICATION

NEW BUSINESS DEVELOPMENT

Applying for Seabrook business incentives starts with completing this application. Staff will complete an economic impact analysis based on information provided by the applicant. Then, if the analysis is favorable, the project moves toward a board presentation and review. The application is the official record of the project that is submitted to the Economic Development Corporation (EDC) for review. The entire process can be completed within 45-60 days, depending on when the application is filed and public hearing requirements/posting.

All applicants are encouraged to review the current [Seabrook Economic Development Corporation Incentive Policy](#) before completing this application.

IMPORTANT: DO NOT START CONSTRUCTION BEFORE COMPLETING THE INCENTIVE APPLICATION PROCESS.

APPLICANT INFORMATION

Applicant Name: Barry Terrell
Business Name: Tomato Group, LLC dba Tookie'
Website: www.tookiesburgers.com

Primary Contact: Barry Terrell
Phone: [REDACTED]
Email: [REDACTED]

BUSINESS DETAILS

Business Owner: Barry & Melissa Terrell
Business Partner(s) Name and Contact Information:
[REDACTED]

Business Structure: ☐ Proprietorship
☒ Limited Liability Company (LLC)
☐ Partnership
☐ Corporation

Taxpayer ID: 27-5099760
Texas Secretary of State File Number: 3-204223684-7

Name and Contact Information of Financial Institution:

[REDACTED]

LOCATION DETAILS

Projected Business Address in Seabrook: 222 Shipyard Dr., Seabrook, TX 77586

This site will be: ☒ Leased
☐ Owned

Property Owner Name and Contact (if leased):
Seabrook Marina, Inc.
Carlos P Bujosa

Approximate Opening Date: 10/1/2025

Type of Business (Industry and nature of operations):
Full Service Restaurant

NACIS Code(s): 722511





INCENTIVE APPLICATION

NEW BUSINESS DEVELOPMENT

IMPORTANT: DO NOT START CONSTRUCTION BEFORE COMPLETING THE INCENTIVE APPLICATION PROCESS.

PROJECT AND DEVELOPMENT INFORMATION

Total Value of Project: \$2,994,848

Requested Incentive Amount: \$ 843,106 and up to \$75,000 Sales Tax Incentive

Project Description (How will the requested funds be used?):

Build out of full-service restaurant

Project Impact: Total Number of Full-Time Employees at Opening: 35

Total Number of Part-Time Employees at Opening: 37

Has the Business Received Incentives from Other Entities? ☐ Yes ☒ No

If Yes, Please Note Most Recent Awards:

REQUIRED DOCUMENTS

Please submit the below documents with the incentive application. Applications will not be considered unless a completed application and the documents noted below are submitted.

- ☒ Sales and Use Tax Report (if applicable)
- ☐ Proof of Harris County Tax Payment *Landlord*
- ☒ Franchise Tax Certification of Account Status (if applicable)
- ☒ Articles of Incorporation from the Secretary of State
- ☐ Current Harris County appraisal district report on project site (if applicable)
- ☒ Budget for the project- including copies of estimates for work and other cost documentation associated with your project.
- ☐ Drawings, renderings, and photos of your project (not required to be drawn to scale for incentive consideration)

Applicants may be required to submit additional documentation related to the project for incentive consideration.

Final determination of incentive award shall be made by the Seabrook Economic Development Board and the City Council of the City of Seabrook. Any incentive award shall be subject to a binding agreement with terms and conditions approved by the Seabrook Economic Development Board and the City Council of the City of Seabrook.



AUTHORIZATION FOR SUBMITTAL

I certify, to the best of my knowledge, that all information provided in this Incentive Application (including attachments) is true and accurate, as indicated by my signature below. I further confirm that the business entity is in good standing under applicable laws and owes no delinquent taxes to any taxing authority.

If awarded incentives, the applicant agrees to comply with a performance agreement, including the submission of documentation on employee counts, average wages by category, taxable sales, personal property inventory, and any other relevant information required by the EDC for the period specified in the performance agreement.

By signing this document, the applicant affirms that they are authorized to file this application on behalf of the business owner/applicant and can provide evidence of such authorization if requested. Proof of appropriate insurance will also be required as a condition of any approved incentive grant.

NOTE: If the landlord is seeking an incentive, they will also be a party to the abatement agreement and must meet all terms, including submitting documents for an annual performance report. If the property is leased and either the landlord seeks an incentive or the applicant requests modifications to the landlord's property, the landlord will need to complete their contact information below.

Legal Property Owner / Landlord:

Signature: _____

Printed Name: _____

Date: _____

Legal Address: _____

Phone: _____

Email: _____

Applicant (if different from legal property owner):

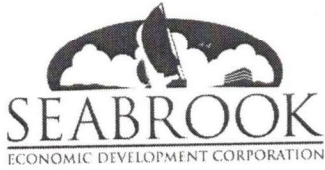
Signature: Barry Terrell

Printed Name: BARRY TERRELL

Date: 5-29-25

Phone: [REDACTED]

Email: [REDACTED]



INCENTIVE APPLICATION

NEW BUSINESS DEVELOPMENT

MEDIA RELEASE

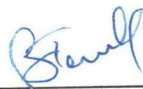
I, BARRY TERRELL, on behalf of TOMATO GROUP, LLC dba TOOKIE'S HAMBURGERS (business name), hereby authorize the Seabrook Economic Development Corporation (EDC) and its representatives to use, reproduce, and publish photographs, videos, audio recordings, and other media that may include my image, voice, business name, and likeness.

This authorization extends to:

- o **Promotional Materials:** Publications, brochures, advertisements, websites, social media, and other promotional or educational materials produced by the EDC.
- o **Media Outlets:** Any press releases or media features in newspapers, magazines, television, radio, or online news platforms.
- o **Public Events:** Any presentations, conferences, or public events hosted or sponsored by the EDC where media content is used.

I waive any right to inspect or approve the finished media or promotional content and release the EDC from any liability related to the use of these materials.

Acknowledgment: I understand that this media release form does not guarantee the use of any media and does not entitle me to any compensation. This release is binding and will remain in effect unless otherwise revoked in writing.

Signature: 
Printed Name: BARRY TERRELL
Business Name: TOMATO GROUP, LLC
dba TOOKIE'S HAMBURGERS

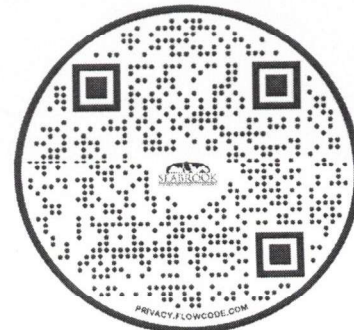
Date: 5-29-25
Title: PRESIDENT

PLEASE SUBMIT THIS APPLICATION TO

EMAIL:
edc@seabrooktx.gov

MAIL:
Seabrook Economic Development Corporation
1700 First Street
Seabrook, TX 77586

COMPLETE THE ONLINE APPLICATION





Agenda Briefing

Date of Meeting: June 10, 2025

Responsible Department: Economic Development

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Discuss, consider, and take all appropriate action on funding an amendment to the Kimley Horn services agreement for the Proposed Expansion of Bayside Park (CIP P28) at the Main Street Wastewater Treatment Plant site in an additional amount of \$ 3,500.00.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



Agenda Briefing

Date of Meeting: June 10, 2025

Responsible Department: City Manager's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the nomination of one (1) SEDC member to the City Council's Ad Hoc Citywide Signage Committee

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. Resolution 2025-14

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

**CITY OF SEABROOK
RESOLUTION NO. 2025-14**

**ESTABLISHMENT OF
AD HOC COMMITTEE FOR CITYWIDE SIGNAGE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, ESTABLISHING AN AD HOC CITYWIDE SIGNAGE COMMITTEE TO STUDY, EVALUATE, AND MAKE RECOMMENDATIONS TO CITY COUNCIL REGARDING CITYWIDE SIGNAGE INCLUDING, BUT NOT LIMITED TO, DISTRICT SIGNAGE, WAYFINDING AND DIRECTIONAL SIGNAGE, AND UPDATES TO EXISTING SIGNAGE AND RELATED MATTERS

WHEREAS, the City of Seabrook recognizes the value of cohesive and effective signage to promote community identity, aid navigation, and enhance public engagement and economic vitality; and

WHEREAS, existing signage throughout the city may benefit from a comprehensive evaluation to ensure it meets current and future needs; and

WHEREAS, the city council desires to establish a temporary advisory body to assist in this process by researching, evaluating, and recommending signage improvements or new initiatives; and

WHEREAS, the input from stakeholders and subject-matter experts is vital to shaping signage strategies that align with the city's vision and goals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS:

Section 1. The Ad Hoc Citywide Signage Committee (“the Committee”) is established as a temporary advisory body for the purpose of studying and providing recommendations to the City Council regarding signage throughout the City of Seabrook. The Committee shall operate solely in an advisory capacity and shall not exercise authority over public business or policy decisions.

Section 2. Scope and Authority. The Committee is tasked with evaluating all aspects of citywide signage, including but not limited to:

1. Review Key Signage Areas

Discuss major categories of city signage, including:

- District signage
- Wayfinding and directional signage
- Entry/gateway signage
- Facility and building signage

- Trail and park signage
- Regulatory/informational signage
- 2. **Identify Community Needs and Values**
Share observations and concerns regarding signage visibility, coherence, usefulness, and aesthetics from the community's perspective.
- 3. **Recommend Focus Areas for Consultant Review**
Suggest priority areas and general sign types for new signage to be evaluated by a signage consultant, based on community impact and strategic benefit.
- 4. **Report to City Council**
Prepare a concise report summarizing the Committee's recommendations to be submitted to City Council and may be incorporated into the consultant's scope of work.

Section 3. Membership. The Committee shall consist of no more than nine (9) members appointed by the City Council, which may include:

- One representative from the Seabrook Economic Development Corporation.
- One member of the City Council
- One resident from Old Seabrook District
- One member from the Open Space and Trails Committee.
- No more than five (5) business owners or representative members from the Old Seabrook District

Section 4. Operations. The Committee shall meet as needed, as determined by its members in coordination with the City Staff. The Committee may gather data, solicit community input, research signage standards and best practices, and consult professionals where applicable and approved by the City Council. The City Manager and Staff may provide logistical or administrative support as necessary.

Quorum and Voting

A majority of the voting membership shall constitute a quorum for the conduct of business.

Meetings

The Committee is not subject to the Texas Open Meetings act and is not required but may post agendas and keep notes on the proceedings of each meeting. The ad hoc committee shall conduct meetings during the next three (3) months to discuss matters within the concern of the Committee. The Chairperson of the Committee or any two (2) members of the Committee may call a meeting. Meetings will be held at a city facility.

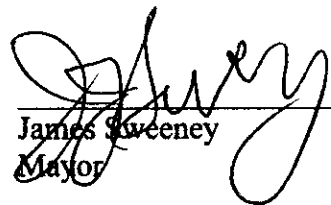
Term

Members of the Committee shall serve a period of three (3) months and will cease to exist upon presentation of its report on recommendations set forth unless otherwise extended by the City Council

Section 5. The City Council reserves the right to amend and/or change the provisions outlined herein at any time.

Section 6. This Resolution shall become effective immediately upon its passage, and it is accordingly resolved.

Approved and adopted this the 3rd day of June 2025.


James Sweeney
Mayor

ATTEST:



Rachel Lewis, TRMC
City Secretary





Agenda Briefing

Date of Meeting: June 10, 2025

Responsible Department: Economic Development

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Update by Director on Strategic Plan, Incentive Inquiry or Application Status Report, and Monthly Reporting and Activities.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



SEABROOK ECONOMIC DEVELOPMENT CORPORATION
MEETING

Vice-Chair Terry Chapman called the Seabrook Economic Development Corporation to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were Thom Kolupski, Buddy Hammann, Terry Chapman, Ann Wacker, Summer Sanford. Also present were City Manager Gayle Cook, City Attorney Philip Boedeker, and Board Secretary Kiarra Bellow.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

There were no citizen comments.

2. PRESENTATIONS

2.1 Presentation by Driver and Rescue LLC (Barge295), seeking three (3) incentives: 1) Economic Development Sales Tax Rebate; 2) Small Business Development Incentive; and 3) Commercial Facade Incentive at 2613 1/2 NASA Parkway.

Patrick Robinson, a representative for Driver and Rescue LLC, gave a presentation on the incentive requests. (See Exhibit A)

2.2 Presentation by "5735 Bayport Plaza LLC" seeking a Commercial Facade Incentive at 5735 SH 146 / Bayport Boulevard.

Ershan Lakhani, partner of 5735 Bayport Plaza LLC, gave a presentation on the incentive request (See Exhibit B)

Vice-Chair Terry Chapman suggested moving section 4- Executive Session and section 5- Open Session up on the agenda. There were no objections from the board.

3. NEW BUSINESS

3.1 Consider and take all appropriate action on Business Development Incentive Applications filed by Driver and Rescue LLC (Barge 295), located at 2613 1/2 NASA Parkway, seeking three (3) incentives: 1) Economic Development Sales Tax Rebate \$30,000.00; 2) Small Business Development Incentive \$50,000.00; and 3) Commercial Facade Incentive \$40,000.00 in an amount not to exceed a total of \$120,000.00

A motion was made to approve business development incentives for (1) Sales Tax Rebate in an amount not to exceed \$30,000 for a maximum period of 10 years and (2) Small Business development incentive in an amount not \$50,000 with performance criteria to include: (1) Certificate of Occupancy (2) an increase in FTE to 10 (3) proof of capital expenditures of at least \$200,000.

Motion:	To Approve
Made By:	EDC Secretary Wacker
Seconded By:	Mayor Pro Tem, At-Large Position 5 Hammann
Vote:	Passed unanimously by all present

-
- 3.2 Consider and take all appropriate action on Business Development Incentive Applications filed by "5735 Bayport Plaza LLC", located at 5735 SH 146 / Bayport Boulevard, seeking a Commercial Facade Incentive in an amount not to exceed a total of \$ 97,124.00.**

A motion was made to provide a business development incentive to 5735 Bayport Plaza LLC for a commercial facade incentive in an amount of \$30,000 subject to completion of the facade improvements described in the application.

Motion:	To Approve
Made By:	EDC Secretary Wacker
Seconded By:	Mayor Pro Tem, At-Large Position 5 Hammann
Vote:	Passed unanimously by all present

- 3.3 Consider and take all appropriate action to increase funding for hiring a Director of Economic Development, budget line item 70-707-6250 General Fund Reimbursement, in an amount not to exceed \$60,000.00 for the remainder of FY2025.**

Motion:	To Approve
Made By:	EDC Member Sanford
Seconded By:	EDC Secretary Wacker
Vote:	Passed with members Hammann, Champan, Wacker and Sanford voting in favor and Mayor Kolupski voting opposed.

4. EXECUTIVE SESSION

- 4.1 Section 551.087**
Conduct a closed executive session to discuss/deliberate potential financial incentive(s) and financial information received from a business prospect that the City/EDC seeks to have locate, stay, or expand for which the City is conducting economic development negotiations, as provided by Texas Government Code Section 551.087.

Vice Chair Terry Chapman adjourned the meeting into closed session at 6:19 PM.

5. OPEN SESSION

- 5.1 Reconvene Open Session**

Vice-Chair Chapman reconvened the regular meeting into open session at 7:31 PM.

No actions were taken during executive session.

6. ROUTINE BUSINESS

- 6.1 Update by Director on Strategic Plan, Incentive Inquiry or Application Status Report, and Monthly Reporting and Activities.**

City Manager, Gayle Cook, reviewed the monthly activity report and provided an update on development activities. (See Exhibit C)

6.2 EDC Financial Report

City Manager, Gayle Cook reviewed the EDC Financial Report for March 2025. (See Exhibit D)

6.3 Approve minutes from the March 13, 2025, regular EDC meeting.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	EDC Member Sanford
Vote:	Passed unanimously by all present

6.4 Review and update on EDC and partnership events to include board member post-event reports, upcoming events, and participation opportunities.

Member Sanford gave an update on the Economic Alliance Women's Conference.

Member Wacker gave an update on the BAHEP General Membership Meeting.

Member Hammann gave an update on the activities of the Bayside Park Stakeholders Committee.

6.5 Establish future meeting dates and agenda items.

The next regular scheduled meeting is May 8, 2025.

Motion:	To Adjourn
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	EDC Secretary Wacker
Vote:	Passed unanimously by all present

The meeting was adjourned at 7:50 PM.

APPROVED ON THE ____ DAY OF _____, 2025.

Paul Dunphey, EDC Chair

Kiarra Bellow,
EDC Administrative Coordinator



SEABROOK ECONOMIC DEVELOPMENT CORPORATION
MEETING

Chairman Paul Dunphey called the Seabrook Economic Development Corporation to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were Thom Kolupski, Buddy Hammann, Paul Dunphey, Ann Wacker, Andrew Croce, Summer Sanford. Also present were City Manager Gayle Cook, City Attorney David Olson and Board Secretary Kiarra Bellow.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

There were no citizen comments.

2. PRESENTATIONS

2.1 Presentation by Soulfreak Holdings for an amended incentive application for Small Business Development at revised location of 1305 Main Street for a coffee shop.

Amy Albro, the owner of Soulfreak Holdings, gave a presentation on the incentive request.

3. EXECUTIVE SESSION

3.1 Section 551.087

Conduct a closed executive session to discuss/deliberate potential financial incentive(s) and financial information received from a business prospect that the City/EDC seeks to have locate, stay, or expand for which the City is conducting economic development negotiations, as provided by Texas Government Code Section 551.087.

3.2 Section 551.087

Conduct a closed executive session to discuss/deliberate potential financial incentive(s) and financial information received from a business prospect that the City/EDC seeks to have locate, stay, or expand for which the City is conducting economic development negotiations, as provided by Texas Government Code Section 551.087.

• Seabrook Plaza One

Chairman Dunphey adjourned the meeting into closed session at 6:17 pm for items 3.1 and 3.2.

4. OPEN SESSION

4.1 Reconvene Open Session

Chairman Dunphey reconvened the regular meeting into open session at 6:36 PM.

No actions were taken in closed session.

5. NEW BUSINESS

5.1 Consider and take all appropriate action on a Business Development Incentive Application filed by Soulfreak Holdings, to be located at 1305 Main Street, seeking an incentive to assist with small business development, for an amount not to exceed \$ 41,400.00.

A motion was made to approve a business development incentive for Soulfreak Holdings, to be located at 1305 Main Street, in an amount not to exceed \$41,400.00. The incentive is subject to performance criteria, including the issuance of a Certificate of Occupancy and the creation of two full-time and four part-time positions.

Motion:	To Approve
Made By:	EDC Secretary Wacker
Seconded By:	EDC Member Sanford
Vote:	Passed unanimously by all present

5.2 Consider and take all appropriate action on approval of funding for Co-Presenting Sponsorship for Celebration Seabrook to be held Saturday, October 11, 2025 in an amount not to exceed \$10,000. This is a budgeted item.

Presentation from Lexie Graham, Tourism and Events Coordinator, including an update on 2024 Celebration Seabrook and goals for 2025.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	EDC Member Croce
Vote:	Passed unanimously by all present

5.3 Consider and take all appropriate action on annual review of the Seabrook Economic Development Corporation Resolution 2023-01/EDC Incentives Policy.

City Manager Gayle Cook gave a brief overview of the current incentive policy.

A motion was made to accept the annual review with no changes being made to the policy.

Motion:	To Approve
Made By:	EDC Secretary Wacker
Seconded By:	Mayor Pro Tem, At-Large Position 5 Hammann
Vote:	Passed unanimously by all present

6. ROUTINE BUSINESS

6.1 Update by Director on Strategic Plan, Incentive Inquiry or Application Status Report, and Monthly Reporting and Activities.

City Manager, Gayle Cook, reviewed the monthly activity report and provided an update on development activities. (See Exhibit A)

6.2 EDC Financial Report

City Manager, Gayle Cook reviewed the EDC Financial Report for April 2025. (See Exhibit B)

6.3 Review and update on EDC and partnership events to include board member post-event reports, upcoming events, and participation opportunities.

Member Sanford gave an update on the Economic Alliance on Task Forces.

EDC members recognized Mayor Kolupski for his service to the EDC throughout the years.

6.4 Establish future meeting dates and agenda items.

The next regular scheduled meeting is June 12, 2025.

Motion:	To Adjourn
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	EDC Member Sanford
Vote:	Passed unanimously by all present

The meeting was adjourned at 7:11 PM.

APPROVED ON THE ____ DAY OF _____, 2025.

Paul Dunphey, EDC Chair

Kiarra Bellow,
EDC Administrative Coordinator



Agenda Briefing

Date of Meeting: June 10, 2025

Responsible Department: Economic Development

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Review and update on EDC and partnership events to include board member post-event reports, upcoming events, and participation opportunities.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



Agenda Briefing

Date of Meeting: June 10, 2025

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: