



SEABROOK ECONOMIC DEVELOPMENT CORPORATION

NOTICE OF MEETING

THURSDAY, OCTOBER 9, 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 **THURSDAY, OCTOBER 9, 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 we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker, shall be limited to City business or City-related business or matters of general public interest, and shall not include any personal attacks or abusive language.

All public remarks shall be addressed to the Chair. Comments shall not be directed toward individual Board members, City staff, or other members of the public.

In accordance with the Texas Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

REGISTER ONLINE TO SPEAK IN PERSON DURING PUBLIC COMMENTS:

www.seabrooktx.gov/publiccomment

2. PRESENTATIONS

2.1 Presentation by Pomodoro's Cucina Italiana, LLC seeking an incentive to assist with New Construction & Development Incentive for the build out of a full service restaurant to be located at the Seabrook Towne Center - The Edge Retail Center. This item was tabled on August 14, 2025.

2.2 Presentation by Crown Trophy #109 seeking an incentive to assist with a business sign.

3. EXECUTIVE SESSION

**3.1 Conduct a Closed Session pursuant to Texas Government Code Sections:
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.

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. NEW BUSINESS

5.1 Discuss and take action on Crown Trophy #109 seeking an incentive to erect a business sign.

5.2 Discuss and take action on opening the public application period for Business of the Year nominations.

5.3 Discuss and take action on the Engagement Letter for EDC Special Council with Brown & Hofmeister, LLP.

5.4 Review the incentive policy.

6. OLD BUSINESS

6.1 Consider and take all appropriate action on a business incentive application filed by Pomodoro's Cucina Italiana seeking a New Construction & Development Incentive for permit fees, impact fees, and the build out of a full-service restaurant and a Sales Tax Rebate Incentive at Seabrook Towne Center - The Edge Retail Development, 3111 Bayport Boulevard in an amount of \$ 1,025,016.00. This item was tabled on August 14, 2025.

7. ROUTINE BUSINESS

7.1 Update by Director on Strategic Plan and Monthly Reporting and Activities.

7.2 EDC Financial Report

7.3 Approve minutes from the September 11, 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, October 3, 2025 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Ranya Botros,
Community & Economic Development Coordinator



Economic Development Incentive Proposal

POMODORO'S
Cucina Italiana

Pomodoro's Seabrook Town Center

10.09.25

DEVELOPMENT OVERVIEW



POMODORO'S
Cucina Italiana

SEABROOK TOWN CENTRE COMMERCIAL BUILDING 5

SEABROOK/ TX

MCS
ARCHITECTS LLC

2025 07 30



COMPANY HISTORY

Pomodoro's Cucina Italiana is more than a restaurant—it's the story of family, tradition, and a lifelong passion for Italian cooking.

Founded by Louis (Luigi) and Josephine Floridia, Pomodoro's Cucina Italiana brings authentic Italian flavors to League City and Clear Lake, Texas, rooted in the family's Sicilian heritage. Louis was born in Brooklyn, New York, and spent his early years in Sicily, where the sights, smells, and tastes of Italy left a lasting impression. Growing up in a close-knit, Italian-American neighborhood in Brooklyn, he was immersed in the culture, food, and values that would one day shape his life's work.

Though his first career took him to Wall Street, Louis quickly realized his true passion wasn't behind a desk. After spending time at his uncle's Italian restaurant in New Jersey, he discovered a natural talent—and love—for cooking. He opened his first restaurant, Luigi's, in Brooklyn, a cozy neighborhood pizzeria that quickly became a local favorite. Years later, an opportunity brought the Floridia family to Houston, Texas. Louis and Josephine, his wife of 45 years, made the move along with their three daughters—Daniella, Lisa, and Tina opened our first pizza location on Nasa Rd 1 in 2005 and in 2009, they opened the first Pomodoro's Cucina Italiana location in League City, followed by a second in Clear Lake in 2020.

Today, Pomodoro's Cucina Italiana is a true family-owned and family-operated restaurant, with multiple generations involved. Louis and Josephine reside in Friendswood, while their daughters and grandchildren live nearby in League City, Friendswood, and Sugar Land. You'll often find all members of the Floridia family - in the kitchen or greeting guests—continuing the tradition of sharing hearty, homemade Italian meals with love and care.

At Pomodoro's Cucina Italiana, every dish is a tribute to the family's Sicilian roots—made from scratch using time-honored recipes, fresh ingredients, and a commitment to hospitality. Whether you're here for a wood-fired pizza, a comforting bowl of pasta, a casual dinner or a special gathering place to gather with family, we welcome you to our table. From our famiglia to yours—benvenuti!

THE POMODORO'S FAMILY

Louis Florida

- Owner and Head Chef. Louis owns and operates both locations and frequents both kitchens!

Josephine Florida

- Owner and wife of Louis Florida. Josephine manages the League City location.

Daniella Florida Gibbs

- Catering Director and Event Coordinator. Oldest daughter of Louis and Josephine.

Lisa Florida

- Assistant Event Coordinator. Middle daughter of Louis and Josephine.

Tina Florida DiGuglielmo

- Legal Counsel. Youngest daughter of Louis and Josephine.

Antonella Florida

- General manager of the Clear Lake location. Cousin to Louis and Josephine.

Giuseppe Florida

- Manager of the Clear Lake location. Son of Antonella.

Francesca Florida

- Assistant Front of House Manager of the Clear Lake location. Daughter of Antonella.

Pomodoro's is truly a family affair!



COMPANY MISSION

At Pomodoro's Cucina Italiana, our mission is to serve authentic Italian cuisine with the same passion and care that has defined our family's table for generations. Founded and lovingly operated by the Floridia family, our two locations have become cherished gathering places in the community—known not just for our traditional recipes and fresh ingredients, but for the warm, welcoming atmosphere that feels like home. For years, the Floridia family has been a proud part of the League City and Clear Lake communities.

As a family-owned and family-run restaurant, we're committed to delivering an experience rooted in love, tradition, and community—just like Nonna taught us.

We don't believe in saying "no" to our customers—we go above and beyond to make it happen.

WHY SEABROOK?

- Seabrook is known for its family friendly atmosphere which aligns with our mission statement.
- Our restaurants are known for their warmth and welcoming atmosphere, and Seabrook has a vibrant community atmosphere which feels like home for us.
- Pomodoro's tradition is rich in history likewise Seabrook history is family-friendly and truly a tight-knit community which blends into our mission.
- Our restaurant can be a special gathering place to gather family and friends to enjoy and promote strong tourism in Seabrook.

BUILDING 5 RENDERING



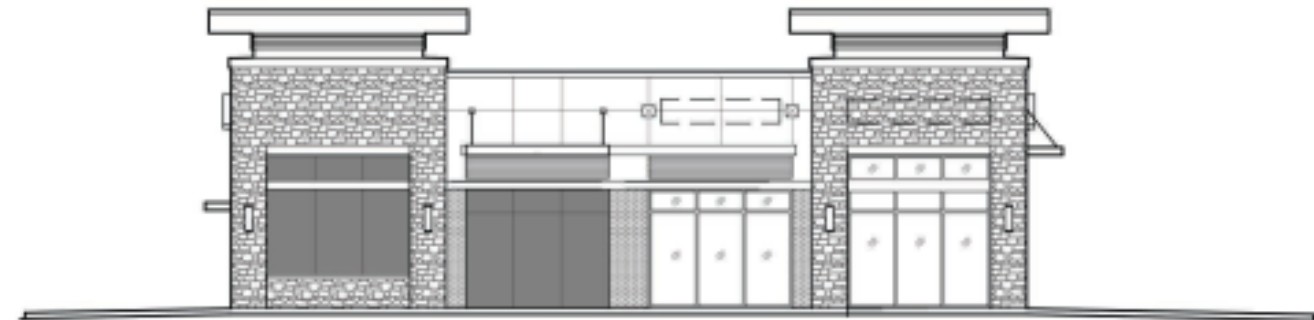
POMODORO'S FAÇADE RENDERING



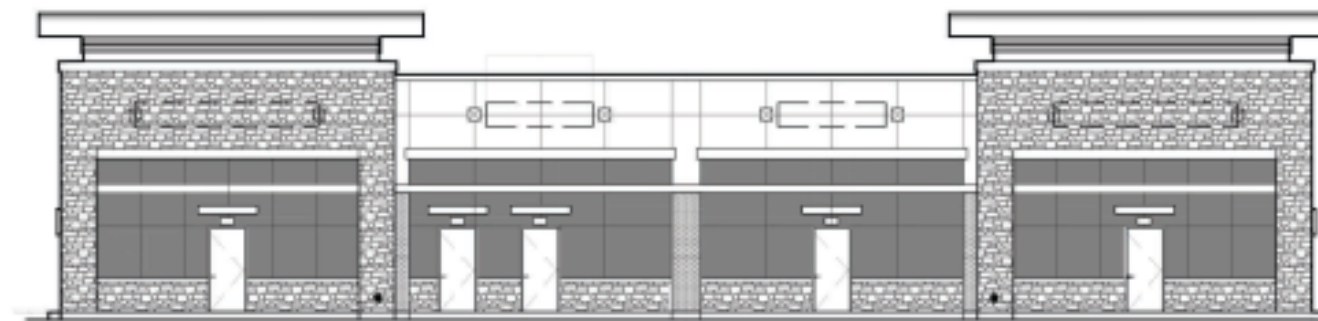
ELEVATIONS



RETAIL BUILDING 1 FRONT ELEVATION (FACING SH 146)



TYPICAL SIDE ELEVATION (DRIVE-THRU, BOTH SIDES)

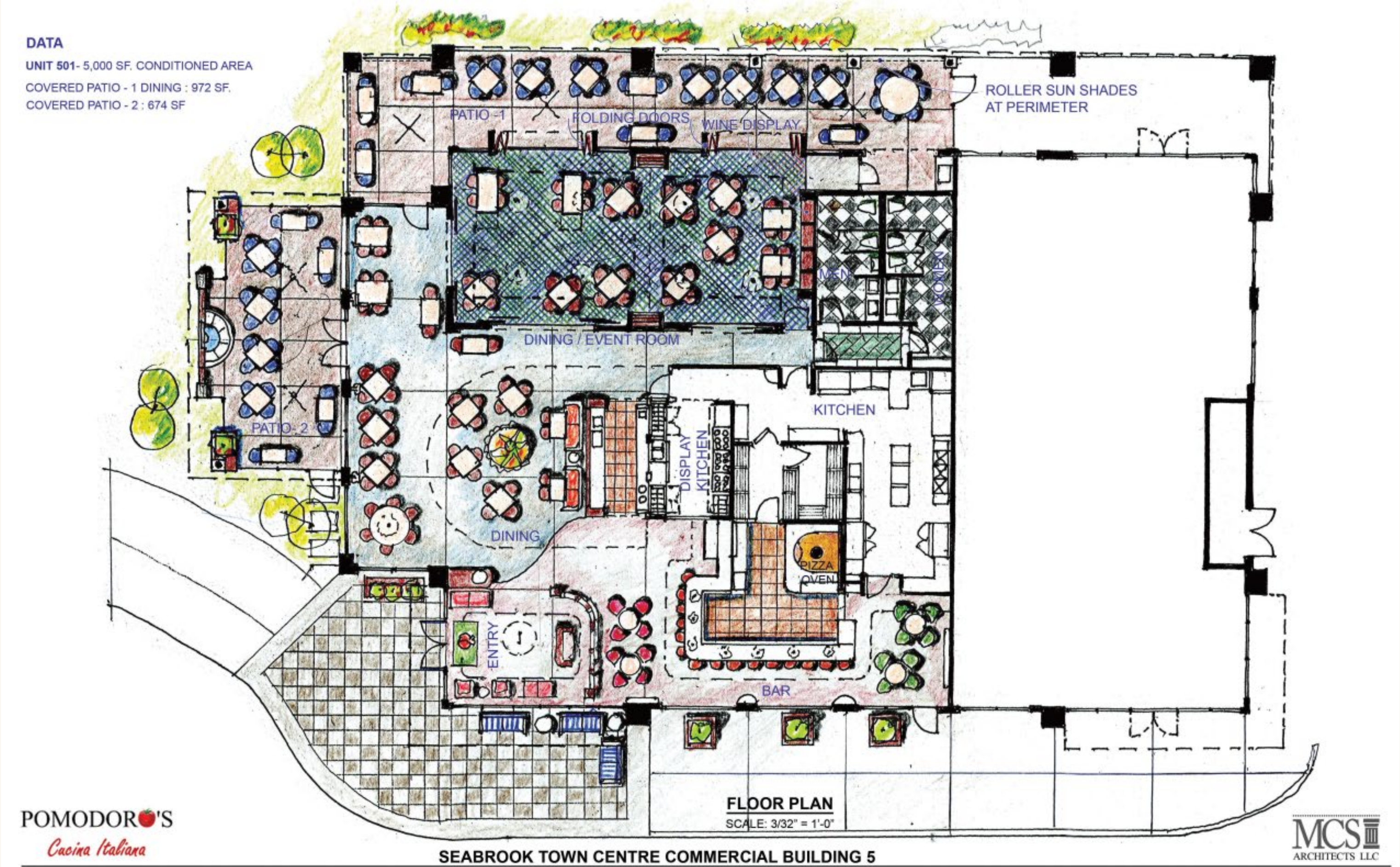


REAR ELEVATION (FACING 320-UNIT MULTIFAMILY RESIDENTIAL)

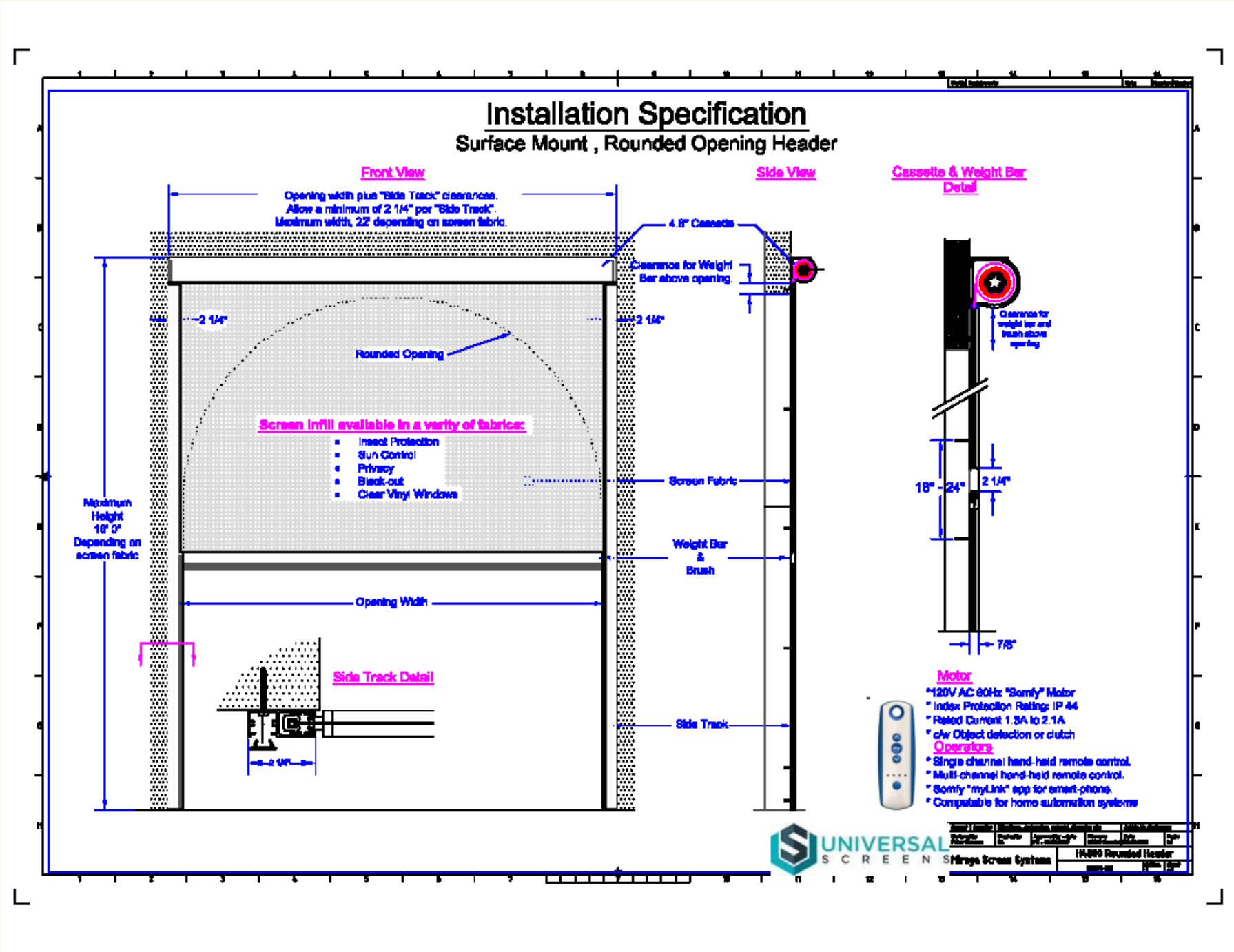
COMMUNITY PLAZA VIEW BEHIND POMODORO'S



FLOOR PLAN



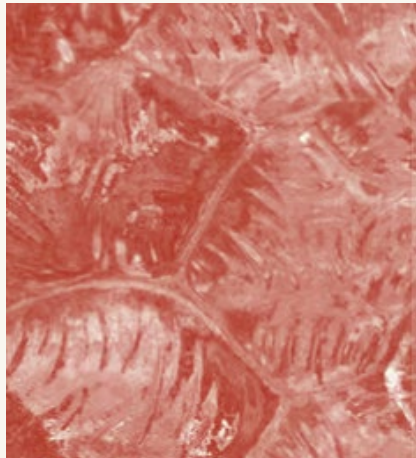
PROPOSED PANDA DOORS & MOTORIZED SCREEN UPGRADES



CONCEPTUAL IMAGES



CONCEPTUAL IMAGES CONTINUED



CONCEPT MATERIALS & FIXTURES INTENT



PIZZA OVEN



BRASS & BULB ACCENT LIGHTING



DECORATIVE CEILING FANS

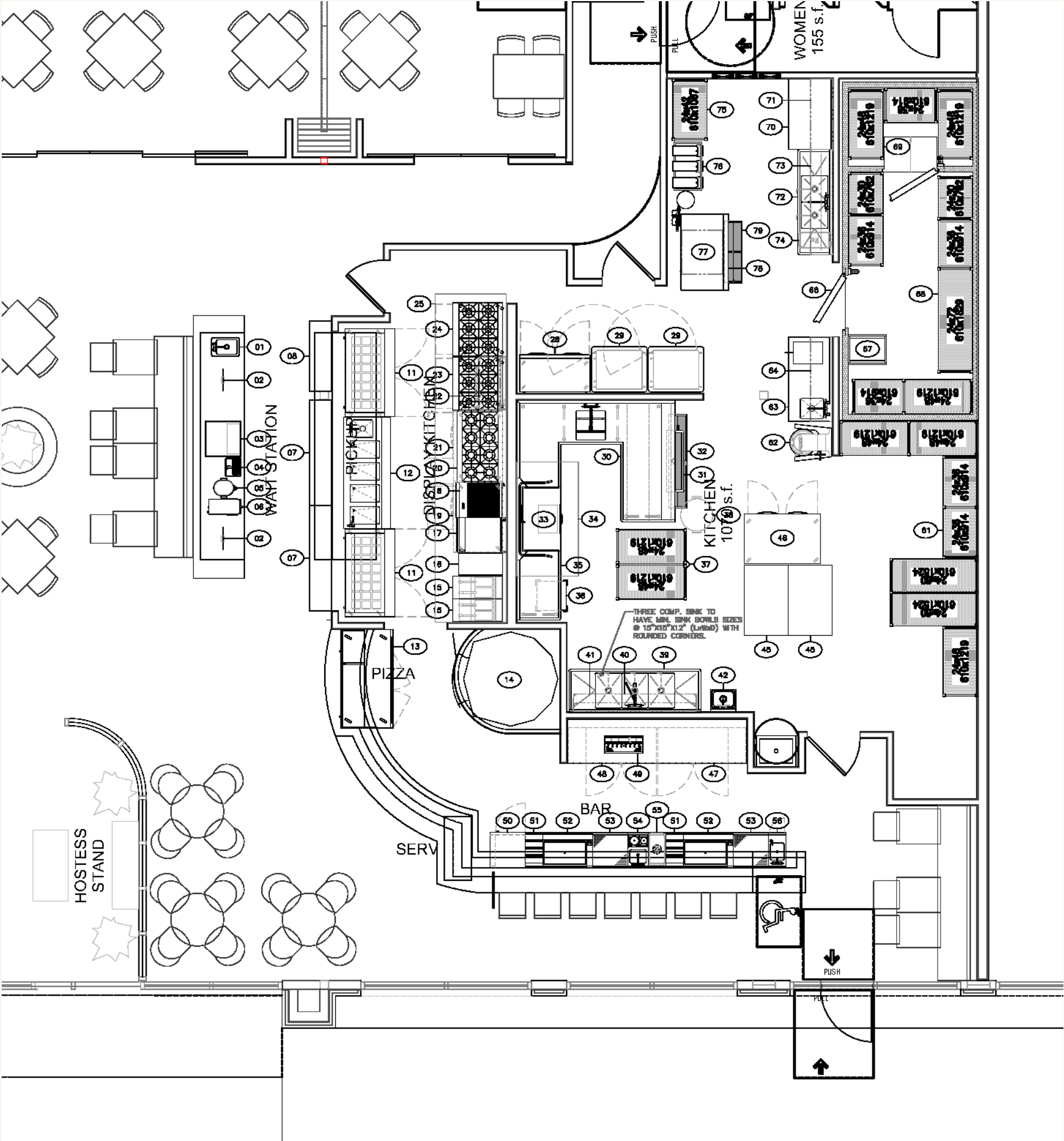


BRASS CHANDELIER



PANDA DOORS

EQUIPMENT PLAN



EQUIPMENT SCHEDULE

Additional equipment to be included

- Bread warmers for parties and catering. QTY 2
- Espresso machine QTY 1
- Pasta machine QTY 1
- 60 Quart Hobart QTY 1

EQUIPMENT SCHEDULE							EQUIPMENT SCHEDULE						
REV	ITEM NO	QTY	EQUIPMENT CATEGORY	MANUFACTURER	MODEL NUMBER	EQUIPMENT REMARKS	REV	ITEM NO	QTY	EQUIPMENT CATEGORY	MANUFACTURER	MODEL NUMBER	EQUIPMENT REMARKS
-	01	1	DROP-IN HAND SINK	ADVANCE TABCO	DI-1-10	-	-	51	2	UNDERBAR LIQUOR DISPLAY	GLASTENDER	LDA-12S	-
-	02	2	POS	BY VENDOR	-	BY VENDOR, VF/VI, NIKEC	-	52	2	UNDERBAR ICE CHEST	GLASTENDER	IBA-30-CP10-ED	-
-	03	1	SODA DISPENSER	BY VENDOR	-	BY VENDOR, VF/VI, NIKEC	-	53	2	UNDERBAR GLASS RACK	GLASTENDER	DBG8-24	-
-	04	1	WATER STATION	T & S BRASS	B-1230-12	-	-	54	1	UNDERBAR SINK	GLASTENDER	MTS-14	-
-	05	1	COFFEE/TEA DISPENSER	BUNN-O-MATIC	34100.0001	-	-	55	1	UNDERBAR DRY WASTE	GLASTENDER	DWB-12	-
-	06	1	COFFEE/TEA BREWER	BUNN-O-MATIC	52000.0100	-	-	56	1	UNDERBAR HANDSINK	GLASTENDER	DHSB-12	-
-	07	2	DISH CABINET	ADVANCE TABCO	DC-156	-	-	57	-	SPARE NUMBER	-	-	-
-	08	1	DISH CABINET	ADVANCE TABCO	DC-154	-	-	58	-	SPARE NUMBER	-	-	-
-	09	-	SPARE NUMBER	-	-	-	-	59	-	SPARE NUMBER	-	-	-
-	10	-	SPARE NUMBER	-	-	-	-	60	-	SPARE NUMBER	-	-	-
-	11	2	REFRIGERATED PREP UNIT	CONTINENTAL REFRIGERATOR	SW60N24M	-	-	61	1LOT	DRY STORAGE SHELVING	CAMBRO	EXU243684VS4480	-
-	12	1	STEAM TABLE W/ SINK	RANDELL	CUSTOM	W/ FILL FAUCET	-	62	1	FLOOR MIXER	GLOBE FOOD EQUIPMENT	SP60	-
-	13	1	PIZZA PREP REFRIGERATOR	TRUE MFG.	TPP-AT-67-HC	-	-	63	1	WORK TABLE W/ SINK	CUSTOM FABRICATION	CUSTOM	-
-	14	1	STONE HEARTH OVEN	WOOD STONE	WS-MS-5-RFG-IR-W	-	-	64	1	WALL SHELF	ADVANCE TABCO	WS-15-60	SHORTEN TO 58"
-	15	2	FRYER	PITCO	SG14R S	-	-	65	-	SPARE NUMBER	-	-	-
-	16	1	FILLER TABLE	ADVANCE TABCO	TFMS-150	-	-	66	1	WALK-IN COOLER/FREEZER	ARCTIC	CUSTOM	-
-	17	1	GRIDDLE, GAS	SOUTHBEND	HDC-24	-	-	67	1	PAN RACK	NEW AGE INDUSTRIAL	1331	-
-	18	1	BROILER	SOUTHBEND	HDC-24	-	-	68	1LOT	COOLER SHELVING	CAMBRO	EXU247284VS4480	-
-	19	1	REFRIGERATED GRIDDLE STAND	CONTINENTAL REFRIGERATOR	D48GN	-	-	69	1LOT	FREEZER SHELVING	CAMBRO	EXU244284VS4480	-
-	20	1	HOT PLATE	SOUTHBEND	HDO-48	-	-	70	1	WORK TABLE	ADVANCE TABCO	KMS-304	-
-	21	1	REFRIGERATED GRIDDLE STAND	CONTINENTAL REFRIGERATOR	D48GN	-	-	71	1	WALL SHELF	ADVANCE TABCO	WS-15-48	-
-	22	1	SALAMANDER BROILER, GAS	JADE PRODUCTS	JSB-36	-	-	72	1	TWO COMP SINK	ADVANCE TABCO	FC-2-1818-18RL	-
-	23	1	RANGE	SOUTHBEND	4361D	-	-	73	1	POT RACK	ADVANCE TABCO	PS-15-72	-
-	24	1	RANGE	SOUTHBEND	4361D	-	-	74	1	TRASH CAN	RUBBERMAID	SLIM JIM	-
-	25	1	EXHAUST HOOD	CAPTIVE AIRE	CUSTOM	-	-	75	1LOT	SHELVING UNIT	CAMBRO	EXU244284VS4480	-
-	26	-	SPARE NUMBER	-	-	-	-	76	1	BAG-N-BOX	BY VENDOR	CUSTOM	VENDOR FURNISHED; NIKEC
-	27	-	SPARE NUMBER	-	-	-	-	77	1	ICE MAKER	HOSHIZAKI AMERICA	KM-901MAH	-
-	28	1	UNDERCOUNTER REFRIGERATOR	CONTINENTAL REFRIGERATOR	UC48SN	-	-	78	1	ICE BIN	HOSHIZAKI AMERICA	B-900SF	-
-	29	2	BANQUET SERVICE CART	ALTO-SHAAM	1000-BQ2/96	-	-	79	1	FLOOR TROUGH	CUSTOM FABRICATION	CUSTOM	-
-	30	1	SOILED DISHTABLE	ADVANCE TABCO	DTS-D70-84R	-	-						
-	31	1	DUMP SINK	CUSTOM FABRICATION	-	-	-	100	1	WALK-IN COOLER CONDENSING UNIT	ARCTIC	CUSTOM	-
-	32	1	FLOOR TROUGH	CUSTOM FABRICATION	CUSTOM	W/ FIBERGLASS GRATE	-	101	1	WALK-IN FREEZER CONDENSING UNIT	ARCTIC	CUSTOM	-
-	33	1	WAREWASHER	JACKSON WWS	CONSERVER XL2	-	-	102	1	EXHAUST FAN	CAPTIVE AIRE	CUSTOM	-
-	34	1	CONDENSATE HOOD	CAPTIVE AIRE	-	-	-	103	1	EXHAUST FAN	CAPTIVE AIRE	CUSTOM	-
-	35	1	CLEAN DISHTABLE	ADVANCE TABCO	DTC-S70-48L	-	-	104	1	CONDENSATE FAN	CAPTIVE AIRE	CUSTOM	-
-	36	1	DISHRACK DOLLY	METRO	D2020N	-	-	105	1	SUPPLY FAN	CAPTIVE AIRE	CUSTOM	-
-	37	1LOT	SHELVING UNIT	CAMBRO	EXU244884VS4480	-	-						
-	38	1	TRASH CAN	RUBBERMAID	-	BY OWNER, OF/OI, NIKEC	-						
-	39	1	THREE COMP SINK	ADVANCE TABCO	FS-3-1824-18RL	B-3950 WASTE DRAIN VALVE	-						
-	40	1	POT RACK	ADVANCE TABCO	SW-84	-	-						
-	41	1	WALL SHELF	ADVANCE TABCO	WS-12-84	-	-						
-	42	1	HAND SINK	ADVANCE TABCO	7-PS-60	-	-						
-	43	-	SPARE NUMBER	-	-	-	-						
-	44	-	SPARE NUMBER	-	-	-	-						
-	45	2	WORK TABLE	ADVANCE TABCO	SS-304	-	-						
-	46	1	REACH-IN FREEZER	CONTINENTAL REFRIGERATOR	2FN	-	-						
-	47	1	BACK BAR COOLER	GLASTENDER	C1FB60-R	-	-						
-	48	1	BACK BAR COOLER	GLASTENDER	C1FB60-L	-	-						
-	49	1	DRAFT BEER DISPENSING TOWER	GLASTENDER	BT-8-SS	-	-						
-	50	1	MUG FROSTER	GLASTENDER	F1SB24-R	-	-						

PROJECT OVERVIEW/ TIMELINE

- Executed LOI
- EDC Funding Approval
- Executed Signed Lease Agreement
- Design Documents by MCS Architects
- Permit submission, review and approval
- Sitework + Utilities – 11-03-2025
- Building 5 Vertical Construction – Shell –07-01-2027
- Buildout of new Pomodoro's Restaurant- 07-01-2027 to 12-01-2027
- Open new Pomodoro's Restaurant –12-15-2027



PROJECT SCHEDULE



PROJECT SCOPE & USES

- Concrete Floor – Colored stained concrete + patio
- Panda Sliding Doors to patio
- Panda Retractable Screens
- All new Kitchen equipment by C & T Design
- Stone Hearth Gas/ Wood Oven
- Banquet room to accommodate 60 +
- All weather utilized patio with gas heaters and fans
- Interior faux plaster paint finishes

FINANCIAL INFORMATION

Project - Pomodoro's Estimate on Sales

Assumptions: Approx. 5000 air conditioned SF plus an outdoor patio dining area of approx. 921 SF and an outdoor covered patio dining area 972 SF

Total Capital Investment	\$ 2,593,323.84	Ask of EDC	\$ 928,367.00
Build Out of Shell	\$ -	Owner- Allowance Build Out	\$ 250,000.00
Tenant Buildout Cost	\$ 2,593,323.84	Tenant Contribution/Loan/Cash	\$ 1,414,956.84

\$ 2,593,323.84

PROJECTED REVENUES													INCENTIVES		
								Food Sales			Total Capital Investment in Space \$ 2,593,323.84		Total Local Impact	INCENTIVE SCENARIO	INCENTIVE PURPOSE
Year Ending		Sales	Alcohol Sales	Combined Sales	Alcohol Sales 6.7%	City Sales Tax 1.5%	EDC Sales Tax .25%	Crime District Sales Tax .25%	Property Tax Impact .455156	Employee Impact					
1	2027	\$ 951,808	\$ 237,952	\$ 1,189,760	\$ 15,943	14,277	2,380	2,380	11,804	208,324	239,164	#DIV/0!	ask/Build Out		
2	2028	\$ 3,041,280	\$ 528,000	\$ 3,569,280	\$ 35,376	53,539	8,923	8,923	13,043	229,677	314,106				
3	2029	\$ 3,102,106	\$ 543,840	\$ 3,645,946	\$ 36,437	54,689	9,115	9,115	14,413	253,219	340,550				
4	2030	\$ 3,164,148	\$ 560,155	\$ 3,724,303	\$ 37,530	55,865	9,311	9,311	15,926	279,174	369,586				
5	2031	\$ 3,227,431	\$ 576,960	\$ 3,804,391	\$ 38,656	57,066	9,511	9,511	17,598	307,789	401,475				
6	2032	\$ 3,291,979	\$ 594,269	\$ 3,886,248	\$ 39,816	58,294	9,716	9,716	19,446	339,337	436,508	36%	ask/Full Buildout		
7	2033	\$ 3,357,819	\$ 612,097	\$ 3,969,916	\$ 41,010	59,549	9,925	9,925	21,488	374,119	475,005				
8	2034	\$ 3,424,975	\$ 630,460	\$ 4,055,435	\$ 42,241	60,832	10,139	10,139	23,744	412,467	517,319				
9	2035	\$ 3,493,475	\$ 649,373	\$ 4,142,848	\$ 43,508	62,143	10,357	10,357	26,237	454,744	563,839				
10	2036	\$ 3,563,344	\$ 668,855	\$ 4,232,199	\$ 44,813	63,483	10,580	10,580	28,992	501,356	614,992				
Total		\$ 30,618,364	\$ 5,601,960	\$ 36,220,324	\$ 375,331	\$ 539,736	\$ 89,956	\$ 89,956	\$ 192,690	\$ 3,360,206	4,272,543	\$ 928,367			

Note: A projected 2% increase in sales year over year and 3% in alcohol sales

Wage Analysis for Employees for Food Related Service								
Type	FTE (#)	Average Wage	Payroll		Multiplier	Estimated Local Impact	Revised Local Impact	
			Annualized					
Retail/Sales Related Avg	3	\$	100,000.00	\$	300,000.00	0.25	\$	75,000.00
Food Prep Related Avg (part time)	42	\$	40,516.67	\$	1,701,700.00	0.25	\$	425,425.00
Food Support / Dishwasher Avg (part time)	25	\$	45,000.00	\$	1,125,000.00	0.25	\$	281,250.00
Site Maintenance Support Avg	5	\$	41,295.82	\$	206,479.09	0.25	\$	51,619.77
Total Annual			\$		3,333,179.09		\$	833,294.77
								\$ 208,323.69

Sales Analysis for Food Related Service									
		Food	Mixed Bev						
Average Café Items	\$	25.00							
Average Beverage	\$	7.00							
Mixed Beverage			\$	15.00					
Average	\$	16.00							
Inside/Outside Seating		60							
		Total Seats	Occupancy % a day	Turnover Rate /Day	Total Daily Capacity	Low Sales		High Sales	
Average Bill		160	80%	3	384	\$ 20.00		\$ 30.00	
Liquor Bill		160	20%	2	64			150% Average Bill	
Daily Food Sales					\$ 11,520.00				
Daily Liquor Sales					\$ 2,000.00				
Annualized Food Sales					\$ 3,041,280.00				
Annualized Liquor Sales					\$ 528,000.00				
365 working days									

CAPITAL INVESTMENT

Project Budget	\$ 2,593,323.84				Total SF 5000/6993 w/ patio	
Date:	9/2/2025	Architect	MCS			
Project name	Pomodoro's				5000	
Location	Edge at Seabrook Town Centre				6993	
Description				Budget Cost	Upgrade to shell +permits	
General conditions + Supervision + OH				\$ 169,665		\$ 24.26
Permits				\$ 300	\$ 300	\$ 0.04
						\$ -
Pre-Eng. Canopy				\$ 38,995	\$ 38,995	\$ 5.58
*Door Assemblies - Panda Doors & Screens are Upgrades *				\$264,550	\$264,550	\$ 37.83
Added structural steel support 150 MPH) above Panda doors and screens				\$ 54,752	\$ 54,752	\$ 7.83
Interior Carpentry & Millwork				\$ 269,975		\$ 38.61
*Hardware and Interior/Exterior rated doors *				\$ 30,979	\$ 30,979	\$ 4.43
Front Entrance pavers in lieu of plain concrete				\$ 90,000	\$ 90,000	\$ 12.87
Interior framing , blocking , batt insulation, sheathing , tape and float				\$ 145,060		\$21
*Acoustical and Decorative Ceilings Upgrades *				\$ 34,965	\$ 34,965	\$ 5.00
Special colored polished concrete FLR- Slab + patio				\$103,916	\$103,916	\$ 15
Restroom partitions , restroom accessories				\$ 11,200		\$ 1.60
Fire Sprinkler Systems Distribution + Knox box				\$ 29,979	\$ 29,979	\$ 4.29
Plumbing + Fixtures				\$ 217,517		\$ 31
Mechanical Distribution and Equipment				\$ 199,196		\$ 28
Fire Alarm Systems				\$ 19,231		\$3
Kitchen Equipment				\$ 391,547		\$ 56
*Specialties - Stoneheart Oven + Hoods - Built in *				\$52,192	\$52,192	\$ 10
Electrical Interior and Fixtures				\$ 107,517		\$ 15.37
*Electrical Pomodoro's distribution - Main power panels only *				\$ 75,825	\$ 75,825	\$ 11
Low Voltage Wiring and Terminations				\$ 17,483		\$ 3
Signage				\$78,414	\$78,414	\$ 11
FFE (BOH, software , MRO)				\$29,021		\$ 4
Special Flo Wall Interior Finishes				\$ 50,000	\$ 50,000	\$ 7
Special accordion Door at banquet room				\$ 15,000	\$ 15,000	\$ 2
Added steel support above accordion partition				\$ 8,500.00	\$ 8,500	1.2
Insurance / General Liability				\$ 13,545		\$ 2
Pomodoro's Consultants (Architectural . MEP , civil)				\$74,000		\$11
Total Capital Investment				\$ 2,593,323.84	\$ 928,367.00	\$ 373.82
Notes: Asterisk * denotes EDC funding request				\$ 928,367.00		
Other Economic Benefits to be considered						
Property Tax on assessed value total estimated at \$ 192,690.00 for 10 years.						
Estimated local impact based on 75 employees is \$ 3,360,206.00 for 10 years.						
Total Local Impact including sales tax , property tax and employee impact is estimated \$ 4,272,543.00 for 10 years.						
Total Build Out Cost				\$ 2,593,323.84		\$ 373.82

PROPOSED INCENTIVE PACKAGE

- 75 % sales tax abatement for 10 years
- Build out dollars for new 5,000 SF restaurant with Covered Patio 6,993 SF

COMMUNITY BENEFITS BEYOND INCENTIVES

- The partnership between Seabrook Partners LLC and Pomodoro's will add and attract new energy to the City of Seabrook
- Pomodoro's has been in the Clearlake area for 20+ years
- Our restaurant expansion in this new location, known for our Italian inspired cuisine
- Our new restaurant will bring various benefits including job creation , economic stimulus and enhanced community engagement.
- Our new restaurant will contribute to the local Seabrook economy by creating new jobs, generating tax revenue and providing a new social hub for residents and can be a catalyst for economic development in our area.
- Our new restaurant can also attract tourists and visitors, boosting our local economy further.
- We feel our successful restaurant can positively impact property values in our area.
- Our new restaurant will encourage existing establishments to improve their offering and services , leading to a more robust and dynamic market.
- Additional services to include corporate parties, holiday parties, corporate meeting luncheons, school lunches and private parties to include birthday, wedding rehearsal and holidays.

SUMMARY OF BENEFITS

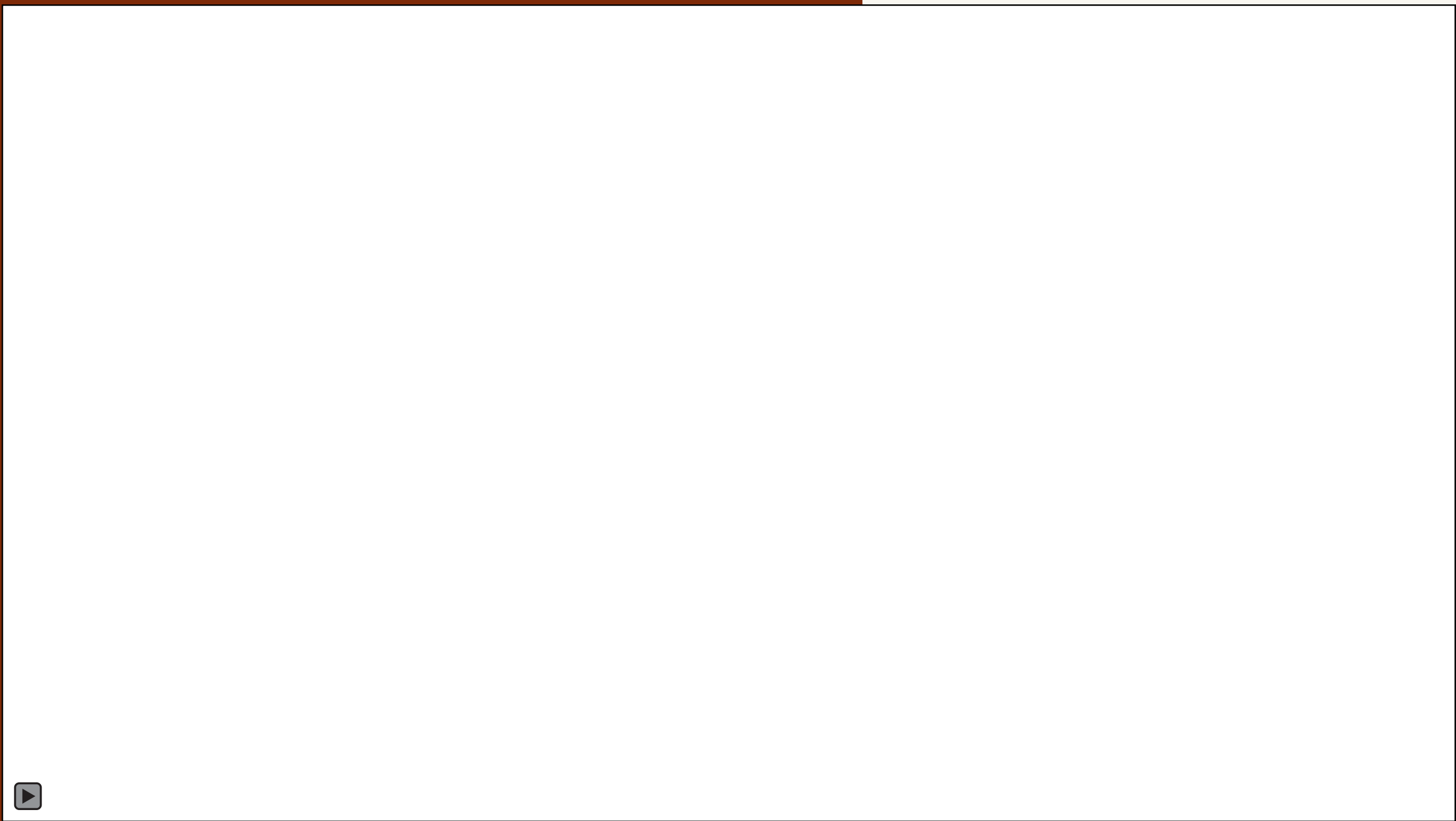
- A new restaurant in Seabrook can be a positive addition to the Seabrook community, contributing to job growth, economic vitality and fostering a stronger sense of our community.
- Help and support our local community initiatives.
- Our new restaurant will bring new innovative concepts and ideas to the culinary scene, enriching the dining experience and catering to evolving Seabrook residents' preferences.

REQUEST FOR ACTION

We are requesting \$928,367 from the Economic Development Corporation of Seabrook, Texas.

In closing, our new restaurant in Seabrook will offer a wide range of benefits that will far extend beyond simply providing meals. We will contribute significantly to the local economy and enhance the social and cultural fabric of the community and provide our residents with diverse and enriching dining experiences.

This EDC total funding request is vital and necessary for the total build out cost as outlined in our presentation. Without this partnership with the City of Seabrook and Seabrook Town Center LLC, the Pomodoro's restaurant would not be constructed and would be a total detriment to the overall success of the project.



From: noreply@civicplus.com
To: [Economic Development](#); [Gayle Cook](#)
Subject: Online Form Submittal: Business Incentive Application
Date: Wednesday, September 24, 2025 2:57:47 PM

Business Incentive Application

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.

BUSINESS INFORMATION

Applicant First Name	Jennifer
Applicant Last Name	McKnight
This application is being completed for which of the following?	Existing Seabrook Business
Business Name:	CROWN TROPHY #109
Business Type	Corporation
Email Address:	sales@crowntrophytx.com
Phone:	2812919977
Website:	crowntrophy.com/store-109
Social Media:	Face Book Crown Trophy Seabrook
Are there any additional business partners?	No

Name and Contact
Information for
Financial Lender(s):

Virginia A. Atkins
Frost – Banking, Investments, Insurance
201 S Egret Bay Blvd., Ste. 100 League City, Texas 77573
Office: (713) 388-7258 | Cell: (281) 794-7857 | Fax: (713) 388-7096
virginia.crosley@frostbank.com | www.frostbank.com

Has this business/firm
received business
incentives from other
government entities in
the past?

Yes

If yes, please note
most recent incentive
awards:

PPP during Covid

LOCATION/SITE INFORMATION

CURRENT BUSINESS ADDRESS

Street Address 2168 Bayport Blvd.

City SEABROOK

State TX

Zip 77586-1809

NEW SEABROOK BUSINESS ADDRESS (IF APPLICABLE)

Street Address 2168 Bayport Blvd.

City SEABROOK

State TX

Zip 77586-1809

Approximate Opening
Date:

9/2/2002

Leased

Site Will Be:

Current Full Time Employees:	5
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Current Part Time Employees:	3
------------------------------	---

Is this application for an expansion or relocation of an existing Seabrook business?	No
--	----

INCENTIVE REQUEST INFORMATION

Please refer to the [SEDC Incentives Policy](#) to review available incentives and additional program information.

IMPORTANT: DO NOT START CONSTRUCTION BEFORE APPLYING FOR INCENTIVES.

If construction has started before an incentive application, it is assumed that the applicant does not need assistance and the application may be denied.

Which incentive program are you applying for?	Commercial Façade Incentive
---	-----------------------------

Total Value of Project:	15,598.83
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Total Incentive Requested:	15,598.83
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UPLOAD A DETAILED WORKSHEET ON THE PROJECT COSTS AS WELL AS AN OUTLINE OF THE EXPECTED USE OF THE INCENTIVE FUNDS FOR YOUR PROJECT IN THE NEXT SECTION.

REQUIRED DOCUMENTS

REQUIRED DOCUMENTS TO ACCOMPANY 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)

**Sales and Use Tax
Report**

[View Return Summary.pdf](#)

**Proof of Harris County
Tax Payment**

[Harris County Tax Receipt.pdf](#)

**Franchise Tax
Certification of Account
Status**

[FRANCHISE TAX ACCOUNT STATUS.pdf](#)

**Articles of
Incorporation from the
Secretary of State**

[CCF09242025.pdf](#)

**Current Harris County
Appraisal District
Report on Project Site**

[Harris County Appraisal 2025.pdf](#)

Budget for Project

[Sign City Quote.pdf](#)

**Drawings, Renderings,
Photos of Your Project**

[Crown Trophy Sign Proof.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

JEFFREY L. MOORE
(214) 747-6109
jmoore@bhlaw.net

Telephone: (214) 747-6100
Telecopier: (214) 747-6111
www.bhlaw.net

September 19, 2025

Mr. Rick Guerrero
Seabrook Economic Development Corporation
1700 1st Street
Seabrook, Texas 77586

RE: Engagement Letter for Hourly Representation

Dear Mr. Guerrero:

The purpose of this letter, together with the enclosed "Standard Terms of Engagement," is to set out our understanding with respect to the specific terms of our relationship. Please review the Standard Terms of Engagement carefully and contact us promptly if you have any questions regarding our relationship. This letter, together with the Standard Terms of Engagement, constitutes our agreement with you (this "Agreement") under which our services will be provided.

Identity of Client

We will be representing the interests of the Seabrook Economic Development Corporation, a Type B economic development corporation (the "SEDC").

Time of Performance

The services will be performed within a mutually agreed upon schedule.

Nature and Scope of Representation

We understand that our present relationship is to provide legal advice to the SEDC on and as needed basis concerning economic development sales tax issues and related issues.

Financial Arrangements

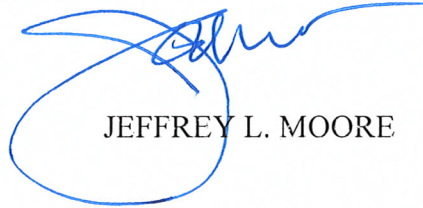
The enclosed Standard Terms of Engagement, together with this letter, outlines the financial terms of our engagement. The hourly rate for any partners of the firm is \$275.00 per hour. Associates of the firm will be billed at \$250.00 per hour. Billing will accrue in one tenth (1/10th) of an hour increments.

Acceptance of Terms

If this arrangement is acceptable to you and the SEDC, please sign the enclosed duplicate original of this letter and return it to us at your earliest convenience.

We truly appreciate the opportunity to be of service to you and look forward to working with the SEDC, in a mutually beneficial relationship.

Very truly yours,



JEFFREY L. MOORE

AGREED TO AND ACCEPTED:

**SEABROOK ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Rick Guerrero, Executive Director

Date: _____

cc: Billing Department

BROWN & HOFMEISTER, L.L.P.
STANDARD TERMS OF ENGAGEMENT

This statement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

1. **The Scope of Our Work**

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

2. **Fees For Legal Services**

Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill requested to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and paralegals who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates from time to time, increasing them as the individuals gain experience and expertise and to reflect current economic conditions. We will notify you in writing if this fee structure is modified.

3. **Other Charges**

All out-of-pocket expenses (such as long-distance telephone charges, copying charges, travel expenses, messenger expenses and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your hourly statement. We have enclosed a schedule which indicates the rate at which most of these items will be charged.

4. **Billing Procedures and Terms of Payment**

Our billing period begins on the 1st of the month and ends on the end of the month. We will render periodic statements to you for legal services and expenses. We usually mail these

periodic statements toward the end of the month following the latest date covered in the statement. Each statement is payable within 30 days of its stated date and must be paid in U.S. Dollars.

If you have any question or disagreement about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. **Termination of Services**

You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. **Retention of Documents**

Although historically we have attempted to retain for a reasonable time copies of most documents generated by this Firm, we cannot be held responsible in any way for failure to do so, and we hereby expressly disclaim any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

7. **Fee Estimates**

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such estimates do not constitute maximum or fixed fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

8. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Venue of any case or controversy arising under or pursuant to this Agreement shall be in Harris County, Texas, United States of America.

9. **Questions**

If you have any questions from time to time about any aspect of our arrangements, please feel entirely free to raise those questions. We want to proceed in our work for you with a clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters mentioned in this memorandum.

BROWN & HOFMEISTER, L.L.P.
CLIENT COSTS ADVANCED SCHEDULE

The Firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of copy facilities, and other cases may not be so paper-intensive. Standard services such as secretarial and word processing time, file setup and file storage are not charged; however, other expenses such as long distance fees, copies, delivery fees and fax charges are billed to the client requiring those services. An explanation of the billing structure is as follows:

Delivery Services

Outside delivery services are used only when firm runners are not available and an urgent delivery is required. Outside delivery fees are charged to the client at the rate charged to the Firm. Overnight delivery services also are charged at the rate charged to the Firm with no markup.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for standard postage; however, the cost of certified mail or other additional mail services will be charged to the client with no markup.

Copies

Our standard rate for copies made by firm personnel is \$.15 per copy. This charge covers paper, equipment costs and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the Firm with no markup.

Computerized Research

If a legal matter requires the use of computerized legal research, trained and skilled legal researchers are used to minimize on-line data charges. The cost charged to the client for computerized legal research is the same as the amount billed to the Firm.

Fax

Fax copies will be charged at the rate of \$.25 per outgoing page. There is no charge for incoming faxes.

Travel

Attorney time spent traveling on behalf of a client will be billed to the client. Hotel, meal,

local transportation and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Other Expenses

Expenses incurred to outside providers in connection with the client's legal services should be paid by the client directly to the outside provider unless specifically arranged in advance. If the Firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the Firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses. Such expenses will not be incurred without approval from the client.

**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 _____ DAY OF MARCH, 2023.

SEABROOK ECONOMIC DEVELOPMENT
CORPORATION

Paul D unphey,
Chairman

ATTEST:

Ann Wacker,
Secretary

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.

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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 Jim Sweeney, Paul Dunphey, Terry Chapman, Ann Wacker, Summer Sanford, Michelle Brown and Tracy Powell. Also present were EDC Director Rick Guerrero and Board Secretary Kiarra Bellow.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

There were no citizen comments.

2. PRESENTATIONS

2.1 Presentation by Economic Alliance Houston Port Region. *Chad Burke - President*

Economic Alliance President & CEO, Chad Burke gave the Annual Report for 2025. (See Exhibit A)

2.2 Presentation by Lexie Graham, Tourism and Special Events Coordinator, for a Seabrook event during Houston Fleet Week.

Tourism and Special Events Coordinator gave an overview of plans for the Houston Fleet Week event. (See Exhibit B)

2.3 Presentation by Pomodoro's Cucina Italiana, LLC seeking an incentive to assist with New Construction & Development Incentive for the build out of a full service restaurant to be located at the Seabrook Towne Center - The Edge Retail Center. This item was tabled on August 14, 2025.

This item was removed from the agenda.

3. EXECUTIVE SESSION

3.1 Conduct a Closed Session pursuant to Texas Government Code Sections:

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.

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.

Chairman Paul Dunphey adjourned the meeting into closed session at 6:26 PM.

4. OPEN SESSION

4.1 Reconvene Open Session

Chairman Paul Dunphey reconvened the regular meeting into open session at 6:57 PM.

No action was taken during executive session.

5. NEW BUSINESS

- 5.1 **Consider and take all appropriate action on the renewal of the Administrative Staffing Services Agreement for fiscal year 2025-2026, in an amount not to exceed \$238,587.08. This is a budgeted item for FY 2025-2026.**

Motion:	To Approve
Made By:	At-Large Position 6 Sanford
Seconded By:	EDC Vice-President Chapman
Vote:	Passed unanimously by all present

- 5.2 **Consider and take all appropriate action on approval of funding for Sponsorship for Fleet Week/Veterans' Day to be held on Tuesday, November 11, 2025, in an amount of \$10,000.00. This is a budgeted item for FY 2025-2026.**

Motion:	To Approve
Made By:	Mayor of Seabrook Sweeney
Seconded By:	EDC Secretary Wacker
Vote:	Passed with None voting in favor, and At-Large Position 6 Sanford voting opposed.

6. OLD BUSINESS

- 6.1 **Consider and take all appropriate action on a business incentive application filed by Pomodoro's Cucina Italiana seeking a New Construction & Development Incentive for permit fees, impact fees, and the build out of a full-service restaurant and a Sales Tax Rebate Incentive at Seabrook Towne Center - The Edge Retail Development, 3111 Bayport Boulevard in an amount of \$ 1,025,016.00. This item was tabled on August 14, 2025.**

This item was removed from the agenda.

7. ROUTINE BUSINESS

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

EDC Director, Rick Guerrero, gave an update on economic development activities. (See Exhibit C)

7.2 EDC Financial Report

EDC Director, Rick Guerrero, presented the monthly financial report for August 2025. (See Exhibit D)

7.3 Approve minutes from the June 10, 2025 regular EDC meeting.

Motion:	To Approve
Made By:	EDC Vice-President Chapman
Seconded By:	Mayor of Seabrook Sweeney
Vote:	Passed unanimously by all present

7.4 Approve minutes from the August 14, 2025, regular EDC meeting.

Motion:	To Approve
Made By:	EDC Vice-President Chapman
Seconded By:	EDC Member Powell
Vote:	Passed unanimously by all present

7.5 Approve minutes from the August 19, 2025, joint meeting with City Council and EDC.

Motion:	To Approve
Made By:	EDC Vice-President Chapman
Seconded By:	Mayor of Seabrook Sweeney
Vote:	Passed unanimously by all present

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

Board members provided updates on events they attended during the month.

7.7 Establish future meeting dates and agenda items.

Next regular meeting is scheduled for October 9, 2025.

Motion:	To Adjourn
Made By:	EDC Vice-President Chapman
Seconded By:	Mayor of Seabrook Sweeney
Vote:	Passed unanimously by all present

APPROVED ON THE ____ DAY OF _____, 2025.

Paul Dunphey, EDC Chair

Ranya Botros,
Community & Economic Development Coordinator