



**SEABROOK ECONOMIC DEVELOPMENT CORPORATION
NOTICE OF MEETING
WEDNESDAY, DECEMBER 3, 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 **WEDNESDAY, DECEMBER 3, 2025 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 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. NEW BUSINESS

2.1 Consider and take all appropriate action on securing Bludot platform that incorporates a Customer Relationship Management (CRM) and Business Retention and Expansion (BRE) component, a public-facing business directory, and a rewards app that promotes a shop local initiative. This is based off the Seabrook Economic Development Corporation 2024-2026 Strategic Plan Goals - Goal 1: Support existing local businesses and industries; Goal 2: Business marketing and recruitment.

2.2 Consider and take all appropriate action on the approval of a proposal with

Kimley-Horn for Bayside Park Construction Documentation in an amount of \$276,000.00. This project is based off the Old Seabrook Livable Center Study - Image, Branding, and Marketing Recommendations, Section 5.2: Construct a boardwalk with fishing piers and overlooks and incorporate placemaking elements, such as benches and landscaping along the waterfront north of Main Street.

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 Economic Development Corporation 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 Reconvene Open Session

5. OLD BUSINESS

5.1 Consider and take all appropriate action on Pomodoro's Cucina Italiana's incentive agreement for the build out of a full service restaurant to be located at the Seabrook Towne Center - The Edge Retail Center for the amount of \$850,000.00

5.2 Consider and take action on awarding a Seabrook business the 2025 Business of the Year award.

6. DISCUSSION

6.1 Discuss new Capital Improvement Project for an additional District parking lot. This project is based off the Old Seabrook Livable Center Study - Transportation and Connectivity Recommendations, Section 3.3: Provide additional space in community lots adjacent to select new developments and stripe new on-street parking.

6.2 Review staff recommendations regarding incentive policy revisions. This will be discussed in further detail during the January 2026 workshop on revising the Seabrook Economic Development Corporation's Incentive Policy.

7. ROUTINE BUSINESS

7.1 Review FY2025 EDC Annual Report

7.2 Approve minutes from the October 22, 2025 special EDC meeting.

7.3 Establish future meeting dates and agenda items.

THE EDC BOARD RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED

AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE, 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 Tuesday, November 25, 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



PROPOSAL

City of Seabrook, TX

Prepared November 18, 2025

Who we are

Economic development makes a profound difference in our local communities, impacting the jobs we hold, the places we live and the establishments we visit. Bludot is committed to be the trusted technology partner and to empower the economic development teams with the tools and data that help maximize their impact.

Bludot is a technology company offering cloud-based software solutions for local governments' economic development teams. Born out of a 16-week partnership inside of a customer's city hall, Bludot is purpose-built to meet the needs of any communities' economic development efforts. Bludot's software suite includes three core products: Bludot CRM, Bludot Business Directory and Open Rewards.

Our products

[Bludot CRM](#) is a web solution that allows a local government's economic development team to manage, track and engage with their local businesses. It is pre-populated with comprehensive data for all businesses within the jurisdiction. It includes functionalities to segment businesses, analyze in a map, centralize all touch-points for each business in one profile, send targeted communication to select group of businesses, track open rates and responses, integrate surveys and more. It offers a platform where staff members can collaborate and share knowledge that are critical in local Business Retention and Expansion as well as Attraction efforts. Over 170 communities across 27 states have adopted Bludot for their economic development departments.

[Bludot Business Directory](#) is a public-facing site that lets each community promote the local businesses in their community. It provides a simple, easy to use interface that can be accessed in any browser on any device. Businesses are able to visit the site and update their information directly, including their hours of operation, website, social media links, online ordering links, even promotions, job openings, and gallery. All changes go through city administrator users for approval before publishing live. Consumers will be able to visit the site, find local businesses, and view their latest information. The Bludot Business Directory serves as another valuable resource that local cities can leverage to help local businesses boost their digital presence, get found, and increase sales.

[Open Rewards](#) is a community-wide rewards program that stimulates local economy by incentivizing consumers to shop local. The program lets consumers earn a percentage of rewards when they shop at the eligible businesses within the community, and can use the rewards they've earned at any other eligible businesses within that same community. The community program administrators may decide the appropriate percentage, funding, eligible businesses and additional program parameters. Since launching in 2022, Open Rewards is live in communities across the country such as Las Vegas, NV and Arlington, VA with over 85% of users indicating that it has positively influenced their decision to shop local.

PRICING OVERVIEW

Bludot CRM

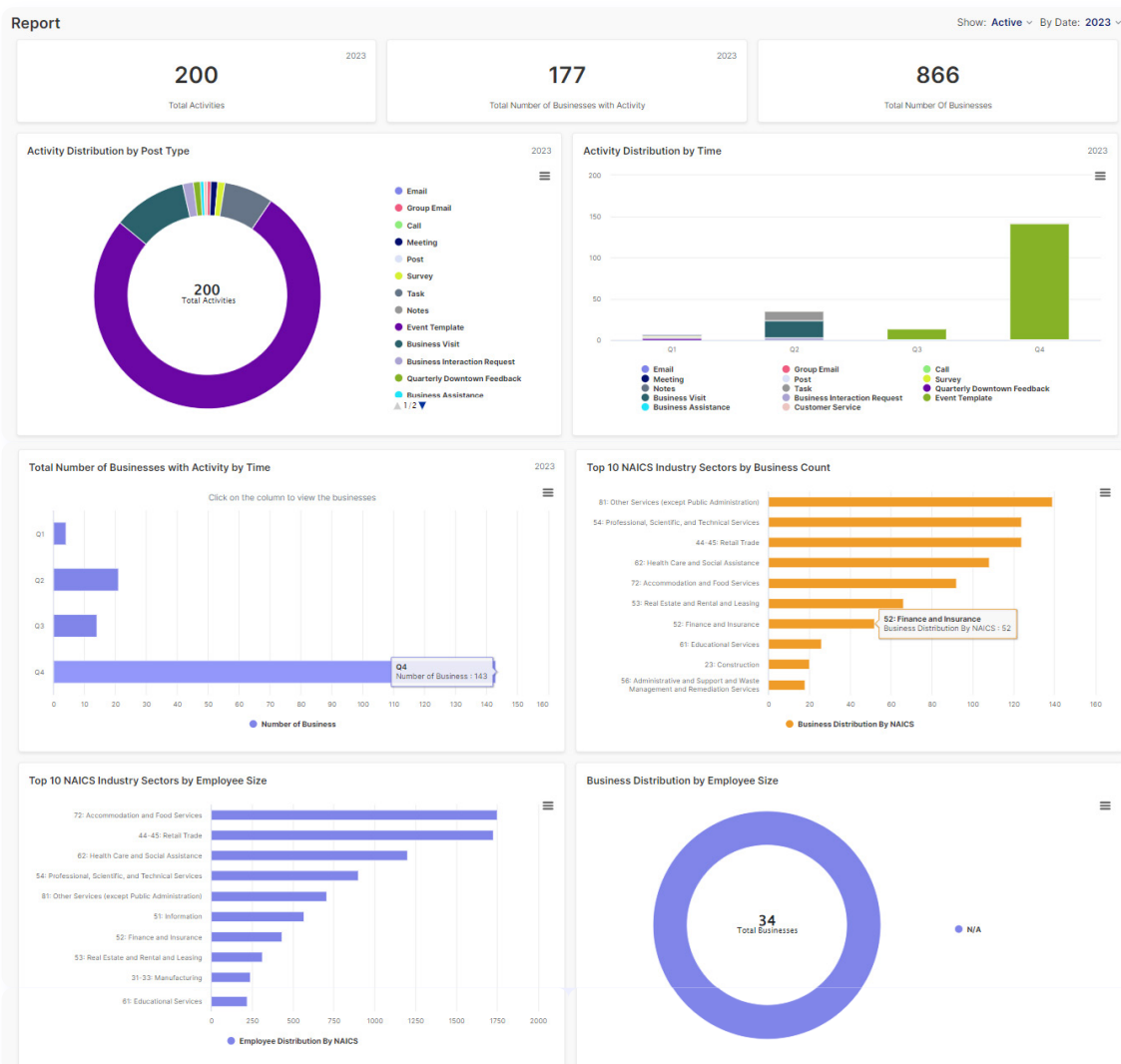
| Bludot CRM: Up to 1,000 Businesses

**UP TO 1,000
BUSINESSES**

\$4,740
billed annually

What's included

- **Unlimited users:** Invite as many users to the Bludot platform as you need to. This can include members of other departments and organizations
- **User permissions:** Set permissions for all users to control access of information
- **Email integration module:** Connect to your email account and automatically sync emails and map them to the correct company in the CRM
- **Map module:** Search and segment businesses by geographic areas; draw in the map or upload GIS shapefiles
- **Reporting module:** Pre-built reporting dashboard, along with the ability to customize your own reports
- **Group email module:** Send targeted group email messages to your businesses
- **Survey module:** Send built-in surveys to businesses, organize responses and map them to the correct business
- **Project module:** Create task-based projects and track their lifecycle from start to completion
- **Business registration module:** Allow businesses to complete customized registrations forms
- **24/7 priority support:** 1:1 training sessions and 24/7 support



What's included

- **Pre-built dashboard:** Bludot's CRM comes with a robust dashboard with pre-built reports with some of the most common BR&E metrics
 - Data includes activity distribution (emails, survey, call, business visit, tasks, etc.), number of businesses by activity type, top 10 NACIS industry sectors by business count, top 10 NAICS industry sectors by employee size, etc.
- **Custom reports:** Ability to create custom reports utilizing all of the data within Bludot
- **Export reports:** Export images of reports for presentations to internal stakeholders
- **Ad-hoc report creation:** Don't have enough bandwidth to create your own reports? Bludot offers ad-hoc custom report creation at an additional hourly rate

Projects

Type: All ▾ Status: All ▾ Assignee: All ▾ Business: All ▾ Q Search... +

ID ▾	Project Name ▾	Business Names ▾	Type	Assignee ▾	Tasks ▾	Created on ▾	Last Updated ▾	Status ▾	⋮
PID-2023-30	Assistance - Street lights are fl...	4 The Love Of Hair	Business Incubator Program	LS Liv Stromme	1/1	Oct 25, 2023	Oct 25, 10:17 AM	In Progress	⋮
PID-2022-6	Second Location	liv's flowers	Expansion	LS Liv Stromme	1/3	May 10, 2022	Sep 25, 10:26 AM	Completed	⋮
PID-2023-25	Ribbon Cutting	Morningside Crossing	New Development	—	0/1	Aug 31, 2023	Aug 31, 8:58 AM	Completed	⋮
PID-2023-21	Project Kilbourne Square	Coffee House Grocery Store 675 Y V Spa +1 more	New Development Mixed Use	LS Liv Stromme	0/1	Jun 21, 2023	Jul 6, 10:41 AM	In Progress	⋮
PID-2022-1	Site Selection	Morningside Crossing	New Development Industrial	LS Liv Stromme	1/2	May 10, 2022	Jun 21, 9:07 AM	In Progress	⋮
PID-2023-10	PID-2023-10	A-1 Shoe Repair A-1 Test Only Smog Station	Industrial	—	0/0	Feb 21, 2023	Jun 20, 5:32 PM	To Do	⋮
PID-2023-7	PID-2023-7	4 The Love Of Hair	Mixed Use	MP Mary Piriczky	0/0	Jan 19, 2023	Jun 20, 5:32 PM	To Do	⋮
PID-2022-16	PID-2022-16	Baits Motel	New Development	LS Liv Stromme	0/0	Jun 21, 2022	Jun 21, 1:29 PM	In Progress	⋮
PID-2022-10	Downtown Wine Bar	Wine Bar	New Development	LS Liv Stromme	1/1	May 11, 2022	May 11, 5:44 PM	To Do	⋮
PID-2022-9	Downtown Location Renovation	Beal Bank	Facade Improvement	Sophia	0/0	May 11, 2022	May 11, 2:55 PM	In Progress	⋮

Second Location

Liv's Flower Shop selected a new site for their second location - the site details are included in the attachment

Project ID: PID-2022-6

Associated Businesses: liv's flowers

Type: Expansion x

Assignee: Liv Stromme x

Status: Completed

Created: Support May 10, 2022 4:15 PM

Last Updated: Support Sep 25, 2023 10:26 AM

Cancel Update

What's included

- **Create and track projects:** House all ongoing projects in Bludot's CRM, and track them from start-to-finish
 - Common projects include expansion, new development and grant applications
- **Communicate with team members:** Ability to leave notes and tag individuals related to a specific project
- **Attach important documents:** Easily upload and associate any attachments related to a project for access in the future (e.g. permits, business licenses, etc.)
- **Sync project data to your businesses:** Ability to automatically sync over project data associated with a business right to their profile in the CRM
- **Report out on key milestones:** Generate reports on any custom data points related to a project

Example Survey
This is an example survey

1. What does your business need help with?*

☐ Advertising banners

☐ Outdoor seats and tables, dividers, etc

☐ Other, please describe:

☐ Masks, hand sanitizers, cleaning supplies, etc

☐ Promotion support

2. What else can we help you with?

Enter short answer

Submit

Responses (Total Responses: 3)

Summary Questions Respondent

1. What does your business need help with?

Responses: 3

Option	Count
Advertising banners	2
Masks, hand sanitizers, cleaning supplies, etc	2
Outdoor seats and tables, dividers, etc	2
Promotion support	1
Other, please describe:	0

2. What else can we help you with?

Responses: 3

SBA Loans

Reboot 2020? Just kidding... Y'all are great

Maybe some kind of incentive program that encourages people to buy local? happy to brainstorm ideas

What's included

- **Survey & form creation:** Create surveys and forms right from Bludot
- **Pre-loaded question types:** Choose from a variety of question types (paragraph, multiple choice, short answer, checkboxes, date, dropdown, attachment, etc.)
- **Survey delivery:** Ability to include the survey or form in emails from the platform, as well as embed surveys onto your organization's website
- **Sync responses to business profiles:** Ability to automatically sync over all responses to the businesses' profile and update corresponding data fields (employee size, revenue, contact info, etc.)
- **Analyze survey results:** View survey results in a variety of ways (summary view, response by question and response by business)

PRICING OVERVIEW

Bludot Business Database

| Bludot Business Database: Up to 1,000 Businesses

UP TO 1,000
BUSINESSES

\$3,540
billed annually

What's included

- **Pre-populated business database:** The pre-populated database comes out-of-the-box with comprehensive business list, employee size, revenue size and industry sector
- **Robust data with a focus on economic development:** Bludot's data partners provide best-in-class local data, with an emphasis on the datapoints that are most meaningful to your organization. This includes NAICS sectors, revenue, employee size, contact information and more
- **Full-service data cleanup and import:** Bludot will take all existing spreadsheets from different sources and merge multiple spreadsheets, remove duplicates, check for typos and inconsistencies and import clean data
- **Monthly data refresh:** As part of this package, you will receive a monthly refresh of Bludot's Business Database

PRICING OVERVIEW

Bludot Business Directory

| Bludot Business Directory

\$2,340

with subscription of the
CRM platform

billed annually

What's included

- **Customizable business directory:** 100% control of all of the information on your business directory via your admin accounts
- **Unique URL:** Ability to create a unique URL for your business directory
- **Easy embedding:** Ability to embed your business directory onto your organization's website with a single line of code
- **Business edits:** Allow business to edit their profiles directly, including updating hours, contacts information, photos, job postings, promotions and more
- **Mobile responsive:** The business directory is also fully mobile responsive, so residents can access it from any device
- **Additional sorting capabilities:** Create additional directory links by using filters (for example, here is a list of all Restaurants that could be displayed during a Restaurant Week)

PRICING OVERVIEW

Open Rewards

| Open Rewards Shop Local App

open
rewards

\$4,740

billed annually

What's included

- **Turn-key shop local platform:** Let consumers earn cash back rewards when they shop at local businesses in your jurisdiction with Bludot's Open Rewards app
- **No action required from businesses:** Businesses do not have to sign up, add anything to their existing POS systems or train staff on accepting a new form of payment
- **Supports all methods of payment:** Credit card, debit card and cash are all supported
- **Minimal administrative overhead:** Communities are not required to process receipts, administer rewards or enroll businesses in the program
- **Data dashboard:** Pre-built reporting dashboard that give insights into transactions per business, total transactions, ROI, rewards earned, rewards redeemed and more
- **Promotion & marketing support:** Bludot will create a branded landing page, as well as additional print and digital assets for launch

open rewards

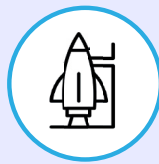
Open Rewards is a one-of-a-kind shop local app built specifically for local communities.

Open Rewards allows members of the community to earn rewards whenever they shop locally. It was designed around a simple philosophy: shopping locally benefits the entire community, not just a single business.



EARN REWARDS

Shoppers can earn rewards on every purchase at eligible local businesses



NO ADMINISTRATIVE BURDEN

No administrative burden to operate or maintain



POSITIVE INCENTIVE

Over 85% of users indicated that Open Rewards positively influenced them to shop local



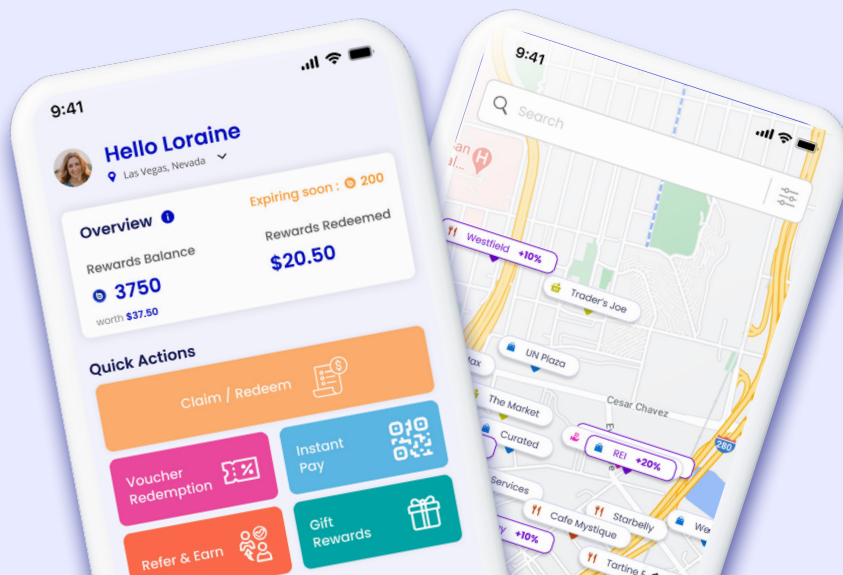
ECONOMIC IMPACT

Communities see over 20X return on investment in local economic impact



\$ STAYS IN COMMUNITY

Every dollar funded goes to the community. Bludot does not charge any transaction fees



City of Seabrook, TX

1700 First Street
Seabrook, TX 77586
US

Date: November 18, 2025

Rick Guerrero

rguerrero@seabrooktx.gov
+12812915730

Description	Price
Bludot Economic Development CRM – 1,000 CRM Contacts - Streamline business engagement processes - Consolidate business information on a central platform - Mapping module for geographic segmentation - Integrated survey module for collecting business data - Project module for tracking and managing project tasks and updates - Reporting module for summarizing and visualizing key metrics	\$4,740.00 / year
Bludot Business Database – 1,000 Businesses - Comprehensive business database for your jurisdiction - Data cleanup and import	\$3,540.00 / year
Bludot Public-Facing Business Directory - Business Directory (standalone link and code to embed on website) - Supplemental Data (business hours, contact info, social media links, etc.) - Ability for businesses to add additional information (job posting, promotions, images, etc.)	\$2,340.00 / year
Bludot Open Rewards Shop Local App – Subscription	\$4,740.00 / year
Bludot Open Rewards Shop Local App – Program Cost	TBD By Customer

Annual subtotal	\$12,288.00
	after \$3,072.00 discount

One-time subtotal	TBD By Customer
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Total TBD (Annual + One-time)

This SaaS Services Agreement ("Agreement") is entered into between Blutot Technologies Inc. ("Company") and the Customer listed above ("Customer"). This Agreement applies to and incorporates the above Order Form as well as Blutot Terms and Conditions. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Customer

Signature

Date

Printed name

Blutot Technologies Inc.

Countersignature

Date

Printed name

Blutot Technologies Inc.
650 Castro St Ste 120 #96003
Mountain View, CA 94041
United States

Bludot CRM + Business Database

Data import of businesses & CRM build

- **Handoff & Kickoff call:** On this call the project plan is reviewed, action items are discussed and timelines for implementation are shared
- **Existing data collection:** Send spreadsheet(s) of business information over to your dedicated Bludot customer success representative to import
 - **Suggested business information includes:** business name, address, contact information, website, business license information, owner demographics, square footage and social media. Bludot will be able to supplement your datasets through trusted data providers
- **GIS configuration:** Send GIS files in a KML or KMZ format of your jurisdiction boundary as well as areas of your community you'd like to be able to segment businesses in (example: downtown districts, brownfields, industrial parks, etc.)
- **Data import:** Once the existing data is received, Bludot will import this information. The existing data will get matched against Bludot's data sources to fill in any information gaps such as business age, NAICS codes, revenue numbers, employee size, etc. A duplicate check will be conducted to ensure proper data hygiene
- **Onboarding training:** Once the database has been cleaned and imported into Bludot, an initial training session will be scheduled to dive into the CRM platform

Launch timeline

- **Data import of businesses & CRM import:** 2-3 weeks
- **Platform training & user onboarding:** 2 weeks
- **Ongoing education & touchpoints:** Throughout the life of the partnership

Team and responsibilities

- **Bludot Project Manager:** Oversee project execution, timelines and resource allocation
- **Customer Project Manager:** Provide project data and manage business communication plan and community launch

Bludot Business Directory

Data import of businesses & webpage build

- **Existing data collection:** Send spreadsheet(s) of business information over to your dedicated Bludot customer success representative to import
 - **Suggested business information includes:** business name, address, contact information, website, business hours, social media and directory categories (restaurants, banks, grocery stores, etc.)
 - **For customers with Bludot's CRM:** As an existing customer, we can import your data from the CRM into the Business Directory. This can be done in three ways: import all Bludot data from the CRM into the directory, import only certain businesses (your organization can create a label in Bludot's CRM or provide a list of these businesses) or import all businesses and hide addresses for select business (e.g. home-based businesses)
- **Webpage configuration:** Once the list of businesses is solidified, we will build the business directory webpage. We will match this data set against our data providers to fill in any information gaps, such as business hours, website, social media links and more
- **Onboarding training:** Once the business directory is created, an initial training session will be scheduled
- **Business community launch and public launch:** Next up will be launching the directory to the business community, followed by a public launch

Launch timeline

- **Only using Bludot's data:** 1 week
- **Only using your organization's data:** 1 week
- **Using a combination of Bludot's data and your organization's data:** 2-3 weeks

Team and responsibilities

- **Bludot Project Manager:** Oversee project execution, timelines and resource allocation
- **Customer Project Manager:** Provide project data and manage business communication plan and community launch
- **Customer Community/Marketing Manager:** Lead communication and marketing strategy for business community launch

Open Rewards

Program set up and configuration

- **Program parameters:** Each community is able to configure the parameters of the program. This allows us to build a rewards program to fit your budget and community needs
 - **Rewards fund amount:** This is the amount of money your community is putting in the rewards pool. Additional funds can be added to the account at any time
 - **Rewards percentage:** This is the percentage a consumer will earn on their purchases. The default is 5%, but this can be adjusted. The program also allows for changes in rewards percentages for limited-time periods (i.e. Restaurant Week, Small Business Saturday, etc.)
 - **Rewards expiration:** This allows your community to choose if rewards should expire if they are not used within a certain period of time. Expired rewards will return to the community rewards fund and be available for distribution to other users
 - **Maximum rewards earned:** This configuration controls the maximum amount of rewards that can be earned per transaction, whether a user can earn rewards on repeat visits or if a user can only earn a certain amount of rewards in totality
 - **User incentives:** This decides the strategy for incentivizing shoppers to download and use Open Rewards. Incentives include voucher codes that give users money when entered, sign-up bonuses and referral bonuses. All of these are configurable by your community
- **Business data collection:** Bludot is able to import the businesses that will be participating in the Open Rewards program. Your community can send spreadsheet(s) of business information over to your dedicated Bludot customer success representative to import
 - **Suggested business information includes:** Business name, address, website and social media
 - **Supplemental data:** Bludot is able to import additional business information. Our team uses Google and other data providers to pull supplemental datapoints like social media links, website links, business photos, hours of operation, contact information and more

Terms and Conditions

1. ACCEPTANCE OF TERMS

Thank you for using Bludot Technologies Inc. ("Company" or "Bludot")'s products, services, websites, and apps which are branded as "Bludot", "Bludot Directory", or "Open Rewards" (collectively, and as further defined herein, the "Services").

Company provides its Services to you through its website located at <https://bludot.io> (the "Site"), including all subdomains such as <https://open.bludot.io>, <https://app.bludot.io>, and <https://rewards.bludot.io>, application programming interface (the "API"), or any mobile application (the "Mobile App", together with the Site and the API, the "Application"), subject to this Terms and Conditions agreement ("Agreement").

You ("Customer") indicate your acceptance of this Agreement by clicking or tapping on a button indicating your acceptance of this Agreement, by executing a document that references them, or by using the Services. If you are entering into this Agreement on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, in which case the terms "you", "your", or "Customer" shall refer to such entity and its affiliates. Customer and Bludot are collectively referred to as the "Parties".

2. SERVICES AND SUPPORT

2.1. Provision of Access. Subject to Customer's compliance with the restrictions in Section 3, Bludot hereby grants Customer a worldwide, non-exclusive, non-transferable, non-sublicensable right to Use the Services for Customer's business purpose during the Term.

2.2. Overview of the Services. Bludot agrees to provide a variety of services in support of local economic development (collectively, the "Services"), including a promotional program to encourage shopping at local businesses (the "Promotional Program") and customer relationship management software to track engagement with local business, track and publish data about local businesses, and related analytics and tools.

2.3. Promotional Program. The Parties shall confer on the parameters of the Promotional Program. Bludot shall have sole discretion regarding the timing, amount, and recipients of any rewards or incentives distributed under the Promotional Program; the criteria for earning or receiving rewards or incentives; and the method of distributing rewards or incentives.

2.4. Changes to the Services. Company reserves the right to alter the Services at any time. Company may provide, from time to time, enhancements to the Services which are added to the Services under this Agreement at no additional cost. Company may also provide, from time to time, additional features to the Services which may, but are not required to, be added to the Services under this Agreement at an additional cost ("Optional Features"). The Parties understand and agree that access to and use of such Optional Features will be subject to both payment of the applicable fees therefor as well as additional or different terms and conditions applicable to such Optional Features.

2.5. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; navigate or search the Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders); use a means other than Bludot's provided interface to access the Services; use the Services in a way that could impair, overburden, damage, or disable any portion of the Services; mirror any material contained on the Services; or remove any proprietary notices or labels.

3.2. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard published policies then in effect (the “Policy”) and all applicable laws and regulations. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the Policy.

3.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, (c) all intellectual property rights related to any of the foregoing, and (d) all data collected through the Mobile App, subject to local, state, or federal law. Customer understands that it is not required to provide or suggest any modifications, improvements, extensions or other changes (“Feedback”) regarding the Services or Software. If any Feedback is provided, however, Customer hereby grants Bludot a non-exclusive, world-wide, irrevocable right to use, disclose and commercialize such Feedback, and related intellectual property rights, for any purpose without restriction. All rights not expressly granted in this Agreement are reserved to the Party owning the applicable intellectual property, and no implied rights or licenses are granted.

4.3. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4.4. Company may collect information from third party services via integrations you initiate (“Connected Account Data”). Connected Account Data may be stored and processed by Company after an integration is disconnected for the purpose of providing the Services, subject to local, state, or federal law.

5. PAYMENT OF FEES

5.1. Customer will be required to make payment according to the Order Form. In the case that the Order Form involves recurring payments, Customer authorizes Company to bill the provided payment instrument on a periodic basis in accordance with the terms of the applicable subscription tier until termination of Customer account.

5.2. If Customer's use of the Services requires payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.3. All fees invoiced by Company must be received within thirty (30) days after the invoice date. Customer agrees that unless otherwise set forth in this Agreement, all fees paid and payable to Company under this Agreement shall be non-refundable.

6. Competitive Procurement Selection Process. The competitive procurement selection process by which Customer contracts with Company may be acknowledged and used by other government entities to replace their respective competitive procurement selection process for RFP purposes such that other government entities may contract with Company for the same or substantially similar product(s) or service(s) without undergoing a separate competitive procurement selection process.

7. Piggy-Back Contracting. The terms, conditions, and prices of this contract executed between Customer and Company may be used by other government entities to contract with Company for the same or substantially similar product(s) and service(s) under either the same or a separate contract.

8. TERM AND TERMINATION

8.1. To the extent the Services or any portion thereof is made available for any fee, subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

8.2. Early Termination; Suspension. In addition to any other remedies it may have, either party may terminate this Agreement upon thirty (30) days' notice, if the other party materially breaches any of the terms or conditions of this Agreement.

8.3. Effect of Termination. Upon expiration or termination of this Agreement: (i) the license granted pursuant to Sections 2.1 will terminate automatically; (ii) Customer will promptly cease to use or access the Services; (iii) Customer will pay all previously accrued amounts due to Bludot hereunder; (iv) Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days following termination. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

9. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

Customer expressly acknowledges that Services rely on the accuracy, completeness, and depend on the quality, completeness, and accuracy of the data provided to Bludot by Customer and by third-parties. Customer agrees that it is Customer's responsibility to review and evaluate any such content, and that any and all risk associated with the

use of, or reliance on, such content rests with you. Bludot does not independently verify the accuracy, completeness, or adequacy of such data; business decisions made by Customer based on the Services are made at Customer's sole risk and discretion.

COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services. This Section 10 states Company's sole liability, and Customer's sole and exclusive right and remedy, for infringement by the Services.

To the extent allowed under the law, Customer will indemnify, defend and hold harmless Company and its affiliates, and their directors, employees and agents, from and against any claims, actions, liability, judgments, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees against any of the foregoing to the extent arising out of or relating to: (i) Customer's breach of any of its representations, warranties or obligations under this Agreement; (ii) Customer's use of the Services; or (iii) Customer's negligence, willful misconduct or fraud.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BLUDOT OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

12. ARBITRATION

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION AND THAT CUSTOMER IS GIVING UP ITS RIGHT TO HAVE A TRIAL BY JURY TO

RESOLVE ANY DISPUTE ALLEGED AGAINST BLUDOT OR RELATED THIRD PARTIES; (ii) EACH OF CUSTOMER IS GIVING UP ITS RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST BLUDOT OR RELATED THIRD PARTIES; (iii) CUSTOMER IS GIVING UP ITS RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST BLUDOT OR RELATED THIRD PARTIES.

12.1. **Scope of Arbitration.** Any claim, controversy, or dispute between Customer and Bludot (or its respective affiliates, agents, directors or employees), whether arising before or during the Term of this Agreement, and including any claim, controversy, or dispute based on any conduct of Customer or Bludot that occurred before the effective date of this Agreement, including any claims relating in any way to the Services, this Agreement, or any other aspect of the parties' relationship including disputes regarding the applicability of this arbitration clause or the validity of the entire Agreement (collectively, "Disputes"), shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA"). All Disputes are subject to arbitration, no matter what theory they are based on. This includes Disputes based on contract, tort (including intentional tort), fraud, agency, Customer's or Bludot's negligence, statutory or regulatory provisions, or any other source of law. The parties agree on another arbitration forum if the AAA ceases operations. This arbitration agreement applies to all Disputes now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Disputes, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by any party to the other.

12.2. **Limitation on Time to File.** YOU AGREE THAT IF YOU DO NOT FILE A DEMAND TO ARBITRATE A DISPUTE WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

12.3. **No Class Action.** Disputes and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section.

12.4. **Procedure & Fees.** The arbitration will be conducted before a single arbitrator and will be limited solely to the Dispute between the parties. If any party prevails in the arbitration of any Dispute against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration.

12.5. **Effect of Arbitration.** Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction.

12.6. **Miscellaneous.** Rules and forms of the AAA may be obtained and Disputes may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, CUSTOMER AND BLUDOT MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT BEFORE A JUDGE OR A JURY AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS), BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL DISPUTES MUST NOW BE RESOLVED THROUGH ARBITRATION.

13. MISCELLANEOUS

13.1. **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

13.2. **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement: (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.3. **Choice of Law and Forum.** This Agreement and all matters relating to the relationship of the parties created hereby is governed by the laws of the State of Delaware, without reference to conflict of laws rules. Bludot and Customer hereby: (i) consent to the jurisdiction and exclusive venue of the courts located in San Francisco as this Agreement was entered into and made to performed in the San Francisco and to service of process in any such action or proceeding by personal delivery or any other method permitted by law; and (ii) waive any and all rights to object to the jurisdiction and venue of any such court including any claims for forum non convenience, or to transfer or change the venue of such action or proceeding. At Bludot's sole discretion and election, venue is also permissible in any court having jurisdiction over Customer or Customer's assets.

13.4. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.5. **Assignment.** Neither Party may assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without the other Party's express prior consent. Notwithstanding the foregoing, each Party may assign this Agreement in case of merger, acquisition or sale by the assigning Party of all or substantially all of the assets to which this Agreement relates; provided that any such assignee agrees in writing to be bound by all the obligations of the assigning Party under this Agreement. Any attempt to assign or transfer this Agreement, in contravention of the foregoing will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

13.6. **Force Majeure.** Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, communications failure or degradation, material changes in law, war, terrorism, riot, or acts of God.

13.7. **No Third Party Beneficiaries.** No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person other than the Parties and their respective successors and assigns.

13.8. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

13.9. **Interpretation.** For purposes of this Agreement: (i) the words and phrases "include," "includes", "including" and "such as" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The Parties also agree that the normal rule of construction that an agreement will be interpreted against the drafting party does not apply to this Agreement. Headings in the Agreement are for reference purposes only and will not affect the interpretation or meaning of the Agreement.

13.10. **Relationship of the Parties; No Third-Party Beneficiary.** The relationship between you and us is that of independent contractors. Nothing in this Agreement will be construed as creating or constituting a legal partnership, joint venture, employment, or agency relationship between you and us. This Agreement is made and entered into for the sole protection and benefit of the parties named in this Agreement and is not intended to convey any rights or benefits to any person or third party except as expressly provided in this Agreement.

OVERVIEW: CRM PLATFORM

CRM platform purpose-built
for business retention & attraction

bludot

Tailor-made for economic developers

Bludot's CRM platform was built to tackle the unique challenges economic developers face with their business retention & attraction efforts.

Live in over 170 communities across 30 states, Bludot is empowering local economic developers and the communities they serve.



Southlake, TX

An all-in-one platform for BR&E

Bludot's CRM allows economic development teams to house all of their local business data, streamline communications with business owners and collaborate across departments.

With Bludot, your community can:

- Access a comprehensive database of your local businesses
- Organize and categorize your businesses
- Keep track of all mission critical data (contact information, industry sector, revenue, employee size, owner demographics, etc.)
- Send targeted emails to business owners
- Create surveys and forms that can be sent via email or embedded onto your website
- Log calls, emails, meetings, business visits, etc.
- Generate impactful reports for stakeholders

Want to see it in action?

To schedule some time to see Bludot in action, scan the QR code.



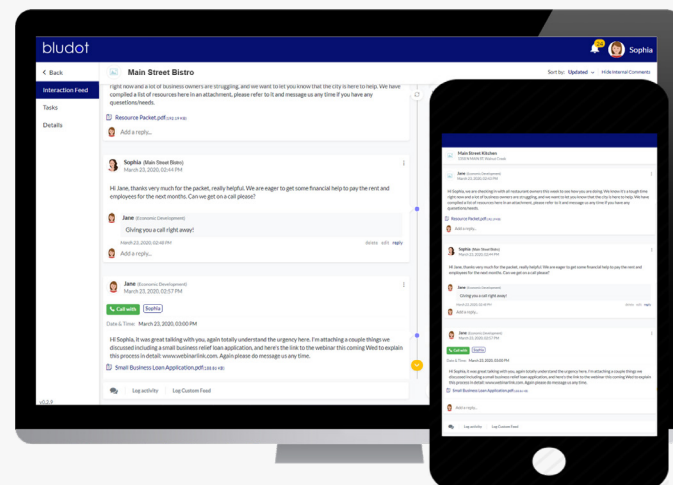
"Bludot is a great tool because it is allowing us to better organize and we're able to see that organization happen in real time. It has allowed us to really step up our business investment game and our business attraction and retention program."



CHRISTOPHER BRUNO



**DIRECTOR
ECONOMIC DEVELOPMENT
CITY OF FAIRFAX, VA**



OVERVIEW: OPEN REWARDS

Community-wide shop local rewards program

open
rewards

| A new way to shop local

Open Rewards is a one-of-a-kind shop local app built specifically for local communities.

Open Rewards allows members of the community to earn cash back rewards whenever they shop locally. It was designed around a simple philosophy: shopping locally benefits the entire community, not just a single business.

| How does Open Rewards work?

- Customers earn rewards when they shop at any business in the program
- Customers can redeem their rewards by making additional purchases at any other businesses in the program
- Supports all methods of payment consumers may use at the local businesses (credit card, debit card and cash)

| What does it mean for businesses?

- **No action is required** from businesses to give or redeem reward
- The program is funded by the community, and there is **no cost** for businesses
- Businesses will receive free promotional materials, including flyers, tent cards, social media images and other limited time promotional materials to share about this exciting new program with their customers

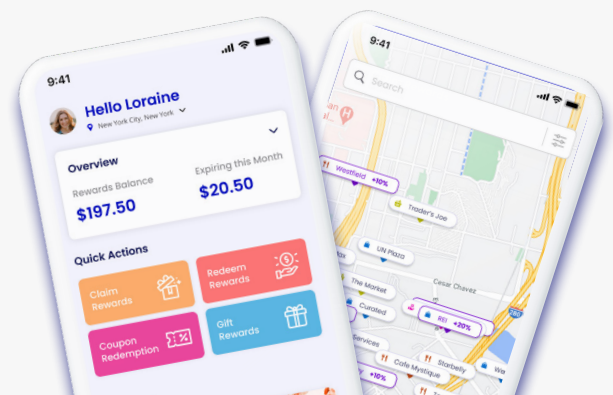
| Making a huge impact

- 90% of Open Rewards users said that the program has directly influenced them to shop locally
- Communities see over 20X return on investment in local economic impact

| The official shop local app of



To schedule some time to see the **Open Rewards** program, scan the QR code.





**RE: EXHIBIT A – Scope of Work
Bayside Park – Construction Documents
Seabrook, Texas**

Date: October 28, 2025

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this EXHIBIT A to **the City of Seabrook** (“the Client” and “City”) for providing professional services for the above referenced project. Kimley-Horn’s project understanding, scope of services, and fee are below.

PROJECT ASSUMPTIONS

- It is our understanding the Client would like to enter into a professional services agreement with the Consultant for the design of Bayside Park located on Main Street at the Former Wastewater Treatment Plant (“the Site”).
- The scope of services is based on the City Council and City Economic Development Corporation approved Illustrative Master Plan and Opinion of Probable Construction Cost (OPCC) prepared by Kimley-Horn dated 8/19/2025 as shown below. The Main Street improvements outside of the red outline on the graphic are not included. Scope includes:
 - Elevated, custom pre-engineered Sail Pavilion with electrical service and security lighting
 - Lift Station enclosure and fencing/gate with park signage and placemaking features
 - Lower Plaza with pre-engineered, small sail shade structures
 - Streetscape along park frontage – no modifications to the roadway.
 - Prefabricated, mobile restroom (to be selected by City) with enclosure, ramp access, and utilities
 - Plaza area and entry stair / ramp access
 - Nature Play with prefabricated play components and play surfacing
 - Play Lawn
 - Coastal Prairie Trail
 - Landscaping – park frontage, play lawn, trees and coastal prairie area only. Excludes enhanced vegetative shoreline (to be provided by others).
 - Irrigation – permanent for park frontage and play lawn only. Temporary for establishment of the coastal prairie area.
 - Waterside Improvements:
 - Wetland Overlook with Step access to water level
 - Water Edge Access and riprap shoreline stabilization – no shoreline plantings included (to be provided by others).
- The project construction budget communicated is \$2.3M
- Conceptual design and stakeholder engagement have all been completed previously under a separate contract to the City
- It is our understanding that the existing wastewater treatment plan will be demolished and mass grading will be completed under a separate consultant, Cobb, Fendley & Associates, Inc. It is our understanding that the wastewater treatment plant demolition and mass grading will complete construction in Spring 2026. Any design requirements or restrictions related to the decommissioning will be provided to the Consultant and will be relied upon. City to provide said plans in pdf and CAD format.

- Since the existing wastewater treatment demolition and mass grading plans are under construction, the Consultant will rely upon a post construction survey provided by Cobb, Fendley & Associates, Inc. Any environmental permitting triggered by Cobb Fendley & Associates, Inc scope of work is not included herein, and is assumed to be provided by Cobb Fendley & Associates, Inc.
- Since the existing wastewater treatment demolition and mass grading plans are under construction, geotechnical borings of the fully constructed condition cannot be completed and no geotechnical recommendations will be available for design purposes. The Consultant recommends the City budget for additional geotechnical borings of the fully constructed condition, and engage a geotechnical engineer for design recommendations as it relates to the park improvements. Kimley-Horn assumes design recommendations will be provided prior to Design Development Plans are produced, so they may be relied upon.
- Client will provide property ownership information suitable for permitting.
- The site development lies within flood zone VE according to FIRM Panel No. 48201C1095M, dated January 1, 2017, as established by the Federal Emergency Management Agency (FEMA).
- It is assumed that Stormwater detention will not be required per City of Seabrook drainage criteria as the site has the ability to directly drain to the bay.
- SWPPP report & NOI will be prepared and submitted by the contractor and is not included in this scope of services. Kimley-horn will prepare erosion control drawings, details, and notes that can be included as part of the SWPPP report provided by the contractor.
- The site has an increase in impervious cover of more than 0.2 acres, and a Storm Water Quality Management Plan will be required.
- It is assumed that utilities will be required to service the mobile restrooms structures. It is assumed that public utilities providing service to the site are adequate in size and capacity, and will not require offsite improvements.
- It is assumed that Traffic Control Plans (TCP) will not be required for this site development.
- Permitting will be required through City of Seabrook.
- It is anticipated that waterside improvements will trigger environmental permitting. See Tasks 8-10. Landside improvements do not anticipate environmental permitting.
- There are no existing pipelines, public utilities, or easements running through the site that will be required to be relocated.
- Opinion of Probable Construction Costs (OPCC): Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its cost estimates.
- It is assumed the custom pre-engineered shade sail pavilion manufacturer will collaborate with the design team to prepare a custom pavilion. It is assumed the manufacturer will provide design intent drawings and specifications to include in the plans. Kimley-Horn structural design is limited to the foundation design only. The Consultant will be reliant on the manufacturer to provide applicable design parameters. The Contractor will provide engineered shop drawings as a deferred submittal during construction.
- Kimley-Horn will prepare design intent drawings only for the placemaking feature and lift station enclosure fencing/gate for purposes of bidding. Contractor to provide engineered shop drawings as a deferred submittal during construction.

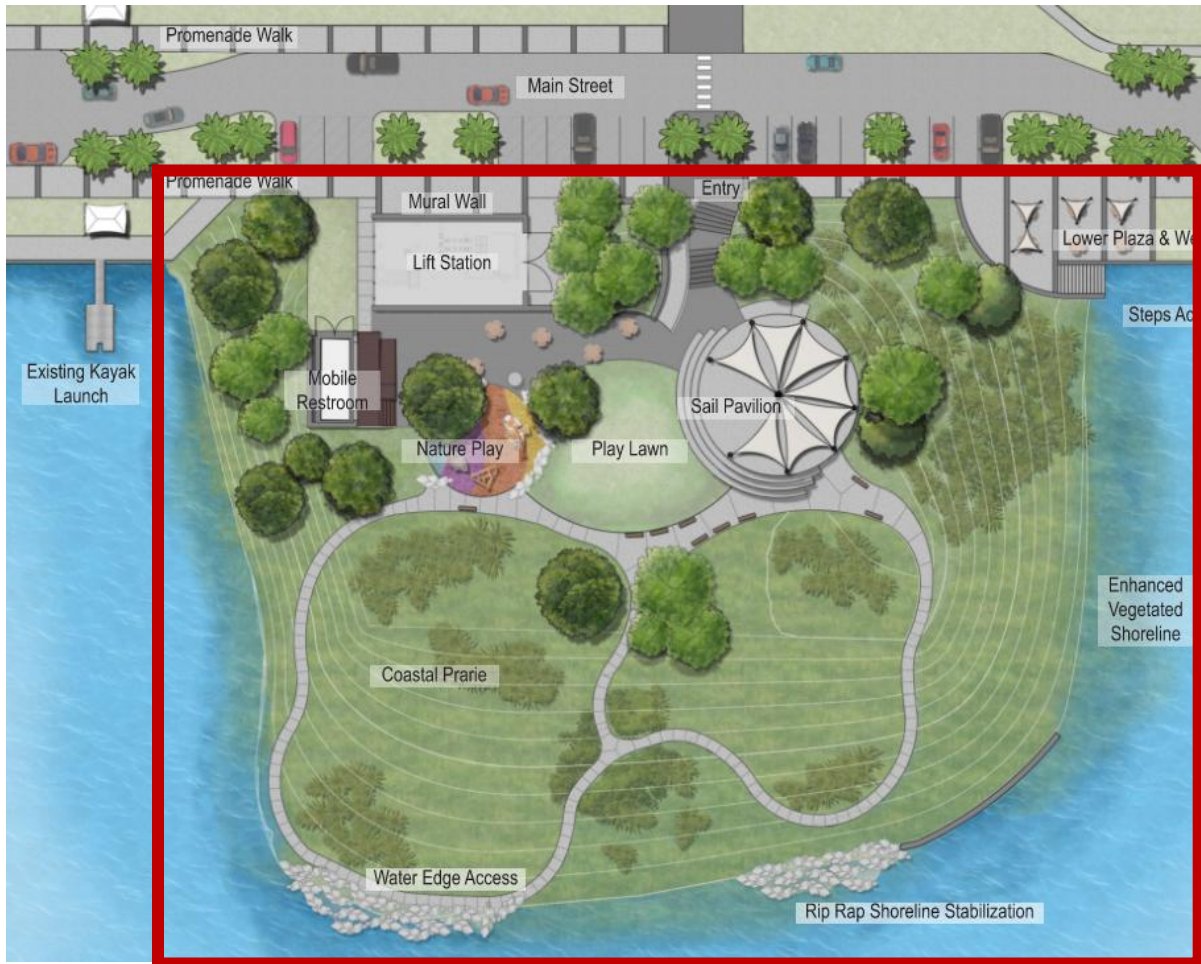
- It is assumed Galveston Bay Foundation or another organization can provide shoreline planting or habitat establishment, and associated permitting (if any) as a separate project with the City. No scope is included herein for shoreline planting design.
- It is assumed Galveston Bay Foundation or another organization can provide coastal prairie grass specifications, and installation guidance to be incorporated into Consultant's plans.

INFORMATION TO BE PROVIDED BY THE CITY

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Kimley-Horn's Scope of Services. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing plans / policies/ standards, and information regarding facilities, roadway and public improvements both existing and proposed
- Wastewater Treatment Plant (WWTP) demolition plans – in pdf and CAD.
- Boundary survey
- WWTP Post-Construction Topographic Survey will be provided upon completion of the WWTP construction and prior to Design Development plans are prepared for the park
- Previous Geotechnical reports
- New Geotechnical report will be provided upon completion of the WWTP construction and prior to Design Development plans are prepared for the park
- Mobile restroom plans and specifications

SITE



SCOPE OF WORK

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

The Consultant will perform the following services:

- A. Data Collection
 - a. Consultant will work with the City Project Manager to collect the above listed 'Information provided by City'
- B. Project Management
 - a. Coordination with the City Project Manager. Coordination will include email correspondence and phone calls.
 - b. Communicate project status with the City with the monthly invoice.
 - c. It is assumed the project design phase will last 9 months.

- C. Coordination with Galveston Bay Foundation – effort to assist City with preparation of best practices for establishment of a coastal prairie including soil preparation, nurse crop specifications, and design of a coastal prairie grass area based on their specifications and guidance.

Task 2 – Design Development

Based upon the approved Illustrative Master Plan, Kimley-Horn will prepare Design Development plans. The Design Development plans will show layout and details for review and preliminary pricing, but they will not include enough detail for construction. The Design Development plans are intended to guide the design, planning, and programming of the project and to refine the Opinion of Probable Construction Cost.

These drawings will include basic layout, basic material selections, and basic grading information for pricing. These plans will become the basis for further design efforts.

The Consultant will respond to the Design Development comments by incorporation into the Construction Document deliverable. A comment response letter will be provided with each subsequent deliverable.

Meetings:

- A. One (1) virtual meeting with the Client to kick off the project.
- B. One (1) virtual meeting with the Client to discuss review comments related to the Design Development Plans.
- C. Up to four (4) virtual bi-weekly coordination meetings.

Deliverables:

- A. An electronic file (PDF) of the Design Development Plans
- B. An electronic file (PDF) of the Design Development OPCC

Task 3 – Construction Documents

Upon the Client approved Design Development Plans, Kimley-Horn will develop the construction document package for the project. The development of the construction document package consists of the following:

- A. Cover Sheet
- B. Index
- C. General Notes Kimley-Horn will prepare general construction notes and specifications for the project.
- D. Plan Sheets: The Construction documents package will include the plan sheets for the scope of work described. The design for the sheets will be created as part of the design tasks in this scope. This effort is for the creation of the sheets to communicate the design intent and illustrate the design to the contractor for construction.
 - a. Key Map
 - b. Existing Conditions/Demolition Plan
 - c. Erosion Control Plan and SWPPP
 - d. Dimension Control and Paving Plan
 - e. Hardscape Plan
 - f. Grading Plan

- g. Utility Plan
- h. Drainage Plan and Drainage Area Map
- i. Landscape Plan, limited to:
 - i. Land side planting beds and trees
 - ii. Coastal Prairie Grass Area – based on Galveston Bay Foundation, or other organization's recommendations.
- j. Site Lighting Plan –through a subconsultant, Infrastructure Associates. Limited to:
 - i. Electrical service and distribution
 - ii. Site security lighting
- k. Structural Design – limited to:
 - i. Pavilion Stage foundation for pre-engineered shade pavilion, stage platform and retaining walls – vendor to provide engineered shop drawings of shade pavilion only.
 - ii. Small Sail Shade foundation for pre-engineered shade structures - vendor to provide engineered shop drawings of shade structures only.
 - iii. Lift station CIP Concrete walls and fence enclosure – fence drawings to be prepared as design intent only.
 - iv. Mobile restroom CIP concrete docking station enclosure and platform for stairs / ramp – City to provide Mobile restroom plans and specifications. No pedestal or foundation design included for restroom.
 - v. Entry stair / ramp retaining walls
 - vi. Lift Station place making feature foundation design – place making feature to be prepared as design intent only. Contractor to provide structural engineered shop drawings.
 - vii. Security light poles foundations
- E. Details Kimley-Horn will include detail sheets showing elements included in the Plan Sheets, consisting of details, sections, and elevation views. Certain submittals, shop drawings, samples, cut sheets and mockups will be listed for approval.
- F. Project Manual Kimley-Horn will prepare a bid form and technical specifications to be included in the project manual as part of this task and provide the bid form to be included with the project manual. The Client will provide the preferred front-end documents and procurement language to Kimley-Horn to be included in the project manual. Kimley-Horn will compile the technical specifications, the bid form, and the Client provided front-end contract documents into the project manual for the project bid. Kimley-Horn will provide the project manual as part of the 90% and 100% submittals.
- G. Revise per Client Comment: Kimley-Horn will respond to the 90% comments by incorporation into the 100% deliverable. The 100% deliverable will be submitted for permitting and TDLR review. It is understood that one (1) round of minor and concurrent revisions will be incorporated into 100% deliverable for permit resubmittal and bidding. A comment response letter will be provided with subsequent deliverables. Resubmission of plans at each deliverable is not part of this agreement but can be provided as an additional service.
- H. Opinion of Probable Construction Costs at each submittal.

Meetings:

- A) Up to one (1) in person meeting with the Client to discuss review comments related to the 90% Plans.
- B) Up to one (1) in person meeting with the Client to discuss review comments related to the 100% Plans.

- C) Up to fifteen (15) virtual bi-weekly coordination meetings.

Deliverables:

- A) Up to Five 24"x36" copies of the permitting plans. This includes one (1) copy intended for Client use and one (1) copy is a courtesy copy for the Contractor.
- B) An electronic file (PDF) of the 90%, and 100% Construction Plans.
- C) An electronic file (PDF) of the 90%, and 100% Technical Specifications and Bid Form (Item F).
- D) An electronic file (PDF) comment response letter following the 90% and 100% submittals (Item G).
- E) An electronic file (PDF) of the 90%, and 100% Opinion of Probable Construction Costs (Item H).

Task 4 – Bidding Phase Services

Based on the permitted and bid ready package, the Consultant will provide bid phase services to the Client during bidding of this project. This proposal assumes one (1) bid package to select a single general contractor. Should the need for additional bid packages, or should the Client engage multiple contractors for the project, it will be considered additional services. Because the extent of the services is unknown at this time, we have budgeted approximately forty-five (45) hours of effort. If additional effort is requested by Client, it will be billed as an additional service. Additional services will be provided on an hourly basis in accordance with the attached rate schedule, as authorized by the Client or their representatives.

The Consultant will provide the following professional services under this task:

- A. Attend one (1) in person pre-bid meeting.
- B. Provide clarifications related to documents during the solicitation period as requested by the Client and review responses with Client.
- C. Issue Client approved addenda of Construction Plans and Technical Specifications after the pre-bid meeting to clarify design intent.
- D. Attend one (1) in person bid-opening meeting.
- E. Prepare Issue-for-Construction Documents and provide digital file (PDF) to City and selected contractor.
- F. Tabulate the bids received and evaluate the compliance of the bids received with the bidding documents.
- G. Participate in one (1) virtual meeting for review of bids.
- H. Prepare a written summary of the tabulation and evaluation for award recommendation.

During the Bidding Phase, the Client will perform the following tasks:

- A. Upload pdf files of all plans and contract documents onto Civcast (or similar website) for access by potential bidders.
- B. Host the pre-bid meeting. The Client will coordinate the date, time, and location of the pre-construction conference with the Consultant.
- C. Host bid opening. The Client will coordinate the date, time, and location of the pre-construction conference with the Consultant.

Task 5 – Construction Phase Services

The Consultant will professional construction phase services as specifically stated below. Because the extent of the services is unknown at this time, we have budgeted approximately two hundred forty (240) hours of effort. If additional effort is requested by Client, it will be billed as an additional service. Additional services will be provided on an hourly basis in accordance with the attached rate schedule, as authorized by the Client or their representatives.

- A. Pre-Construction Conference: Consultant will attend one (1) Pre-Construction Conference prior to commencement of Work at the Site as requested by the Client.
- B. Project Meetings: Consultant will attend biweekly construction meetings. It is assumed active construction will be up to 6 months long with alternate meetings virtual (assumes up to six (6) in person and seven (6) virtual meetings).
- C. Visits to Site and Observation of Construction: Consultant will provide up to six (6) in person site visits concurrent with the Project Meetings, and up to two (2) additional on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will prepare a site report after each visit to keep Client informed of the general progress of the Work.
The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- D. Recommendations with Respect to Defective Work: Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- E. Clarifications and Interpretations: Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- F. Change Orders: Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- G. Shop Drawings and Samples: Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required

to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- H. Final Notice of Acceptability of the Work: Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- I. Limitation of Responsibilities: Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- J. TDLR: As part of the Services provided, the Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation ("TDLR").
 - a. Submission of Construction Documents to TDLR – The Consultant shall send the Construction Documents to TDLR not later than five (5) calendar days after the Consultant issues the Construction Documents for the Project.
 - b. Completion of Registration Form to TDLR – The Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after the Consultant completes the submittal of the Construction Documents to TDLR.
 - c. TDLR Approval of Construction Documents – After review of the Construction Documents by TDLR, The Consultant shall be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. The Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. The Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.
 - d. TDLR Project Inspection – The Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. The Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.
 - e. Corrective Modifications following TDLR Project Inspection – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide the Consultant a list of deficiencies and a deadline for completing the modifications. The Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, the Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

The Client will provide the following items during the construction phase services:

- A. Pre-Construction Conference. The Client will host a Pre-Construction Conference prior to commencement of Work at the Site. The Client will coordinate the date, time, and location of the pre-construction conference with the Consultant and the Contractor.
- B. Inspections and Testing.

Task 6 – Irrigation Plans

Through a subconsultant, James Pole Irrigation Consultants, the Consultant will prepare irrigation design for the Site. The Coastal Prairie areas shall receive temporary irrigation for establishment only. All other areas will receive traditional irrigation. Plans will be incorporated into the 90% and 100% Construction Plans. This task includes Construction Phase Services support for review of contractor submittals, response to RFIs, and review provided punch walk notes related to the irrigation plans.

Task 7 – Waterside Improvements

Upon project Kickoff and authorization of the Tasks (7-10), Kimley-Horn will develop the construction document package for the waterside improvements. Waterside improvements consist of:

- Wetland Overlook with Step access to water level – assume retaining wall and step design only. No bulkhead or rip rap improvements.
- Water Edge Access and riprap shoreline stabilization – assumes rip rap design only. No retaining wall improvements.

These plans will be incorporated into the Design Development and Construction Document packages as outlined in Task 3-4.

This includes a Coastal Report that will be prepared through a subconsultant identifying the below recommendations. Kimley-Horn will utilize the report recommendations for the design of the waterside improvements.

- Perform a literature review of available online documentation or documents provided by Kimley-Horn or the Client to determine the historical and/or projected water levels at the Site
- Assess the expected water levels, wind speeds, and fetch and depth limited wave heights for 25, 50, and 100-year return interval storm events
- Calculate and specify the minimum rock size for proposed riprap revetment design based on the Hudson formula

Task 8 - Aquatic Resources Delineation

Upon project Kickoff and authorization of the Tasks (7-10), Kimley-Horn will locate readily available resource documents and related data for a preliminary review of site conditions and then perform a site visit to evaluate the existence and approximate locations of aquatic resources on the site generally following the US Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and the applicable USACE Regional Supplement.

Kimley-Horn will prepare exhibits showing the boundaries, acreage, and linear footage (if applicable) of aquatic resources identified onsite during the site visit. Appropriate feature data, locations, and extents will be collected with a GPS with sub-meter accuracy as required by the USACE.

This scope of work does not include flagging; however, if warranted by the Client, features can be flagged for an additional fee to allow for surveyors to collect the data at a later date.

Kimley-Horn will prepare a report for the project documenting the results of the Aquatic Resources Delineation performed onsite. The report will address the applicable regulatory framework, describe the assessment methodology, limitations, and findings. The report will also include applicable maps/exhibits, site photographs, and data sheets/forms.

The Environmental Protection Agency (EPA) and the USACE occasionally issue guidance concerning what they intend to assert jurisdiction over. Changes that impact our strategy or scope will cause additional work and will be addressed as an additional service amendment to this agreement. Observations will be made under the applicable regulatory guidance at the time of the observations. The report will present Kimley-Horn's opinions as the presence / absence of aquatic resources, as well as their respective jurisdictionality. However, the USACE is the ultimate authority on the presence / absence or jurisdictional status of any aquatic feature.

After the field delineation, Kimley-Horn, or Kimley-Horn representatives, will prepare a report suitable for submission to the USACE for wetland delineation verification and/or an Approved Jurisdictional Determination (AJD). The report will include a description of the site location and general conditions, descriptions of jurisdictional areas (including their approximate sizes and locations), field data forms, and a site map identifying the jurisdictional areas and locations of specific data-collection points.

This Task does not include consultation with the USACE or permitting of any kind.

Task 9 - Protected Species Assessment

Upon project Kickoff and authorization of Tasks (7-10), Kimley-Horn will perform a protected species assessment in an effort to assess potential impacts to wildlife species protected by federal laws including the Endangered Species Act (ESA), the Migratory Bird Treaty Act (MBTA), and/or the Bald and Golden Eagle Protection Act (BGEPA) enforced by the U.S. Fish and Wildlife Service (USFWS). Potential impacts to wildlife species protected by state laws enforced by the state specific wildlife department/agency will also be assessed.

Kimley-Horn, or representatives, will review readily available resources in an attempt to identify potentially suitable habitat for protected species to be evaluated in the field or "spot-checked." Resources may include, but may not be limited to:

- Federally and state listed threatened and endangered species on a county-wide basis
- USFWS Information for Planning and Consultation (IPaC) portal
- Current and historical topographic maps
- Current and historical aerial photographs
- State ecoregion maps vegetation information/data
- Soil survey data
- USFWS NWI data
- Available existing information regarding topography and geology of the site

Site observations will be performed to evaluate the presence of federally and/or state-listed threatened and endangered species and the presence of suitable habitat for federally listed threatened and/or endangered species. Additionally, the presence of migratory birds, bald eagles, golden eagles, and suitable habitats will be evaluated. While performing the site visit, species locations (if observed) will be collected with a GPS unit and will be displayed on an exhibit as part of the report. If observed, a preliminary map will be provided to the Client prior to preparation and issuance of the report. Preliminary findings will be provided to the Client following the site visit.

Kimley-Horn will prepare a protected species assessment report that will include the applicable regulatory framework, describe the assessment methodology, provide limitations and findings, and provide site-specific conclusions and recommendations.

This task does not include field surveys, permitting, or mitigation of any kind.

Task 10 - Desktop Cultural Resources Review

Upon project Kickoff and authorization of Tasks (7-10), Kimley-Horn will engage a professional archeologist subconsultant to perform a desktop cultural resources review. Desktop assessment activities include:

- Perform basic archival research of available online resources, including the Texas Historical Commission's (THC) *Texas Archeological Sites Atlas* and *Texas Historic Sites Atlas* online databases, the General Land Office (GLO), the National Park Service's (NPS) online National Register Information System (NRIS), and/or other relevant archives for information on previous cultural resources investigations conducted in the vicinity of the project area and previously recorded archeological sites and historic properties within and in the vicinity of the project area. Desktop archival studies will examine a 1.0-mile radius surrounding the project area.
- Review the abovementioned archives; historical, geological, topographic, and soil maps; and aerial photographs to evaluate the potential for encountering significant cultural resources within the project area.
- Prepare a written memorandum summarizing the results of desktop research and evaluating the potential for previously unrecorded prehistoric and historic-age cultural resources, including project maps depicting the locations of known cultural resources (not for public disclosure).

This task does not include field surveys, agency consultation, or permitting of any kind.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Such additional services shall include but are not limited to the following:

- Bulkhead Design and Seawall Replacement
- Franchise Utility Coordination
- Lift Station design
- Variance Requests
- SWPPP Report and NOI
- Additional meetings
- Additional effort based on an extended project schedule
- Additional bid packages
- Record drawings
- Revisions due to changes in regulations
- Revisions to Documents after Design Approval
- Construction Phase services in excess of that described above

SCHEDULE

Kimley-Horn will work to prepare a mutually agreed upon schedule with the Client.

FEE AND EXPENSES

Kimley-Horn will perform the Tasks 1-3 and 6-10 on a total lump sum fee basis (LS). Tasks 4-5 will be performed on a hourly (HR) labor fee plus expense basis with the maximum labor fee shown below. The services in this agreement will be billed as follows.

PROFESSIONAL SERVICES

Task 1 Project Management	\$ 13,000 LS
Task 2 Design Development	\$ 42,000 LS
Task 3 Construction Documents	\$ 112,500 LS
Task 4 Bid Phase Services	\$ 13,000 HR
Task 5 Construction Phase Services	\$ 53,000 HR
Task 6 Irrigation Plans	\$ 2,000 LS
Task 7 Waterside Improvements	\$ 20,000 LS
Task 8 Aquatic Resources Delineation	\$ 8,500 LS
Task 9 Protected Species Assessment	\$ 7,500 LS
Task 10 Desktop Cultural Resources Review	\$ 4,500 LS
Estimated Subtotal	\$ 276,000

All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates.

CLOSURE

In addition to the matters set forth in this EXHIBIT A, our scope of services shall include and be subject to, and only to, the terms and conditions in the Professional Services Agreement. As used in the Professional Services Agreement, the term "Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term the "Client" shall refer to the City of Seabrook. Fees and times stated in this Proposal are valid for sixty (60) days after the date of this EXHIBIT A.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Attached:

Hourly Rate Schedule

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst I	\$145 - \$175
Analyst II	\$185 - \$220
Professional	\$215 - \$250
Senior Professional I	\$265 - \$345
Senior Professional II	\$360 - \$430
Senior Technical Support	\$130 - \$310
Technical Support	\$105 - \$180
Support Staff	\$95 - \$160

Effective through June 30, 2026

Subject to annual adjustment thereafter

SEDC Business of The Year

2025 Public Nominations

Seabrook Cheese Co.

Received 7 nominations

Seabrook Snow Sweats and Treats

Received 1 nomination

Alspaugh's Boutique

Received 1 nomination

Dam Fine Coffee and Fried Pies

Received 1 nomination

Gulf Coast Limestone

Received 1 nomination

Barge 295

Received 1 nomination

Your Printing Now

Received 1 nomination

Sunshine Kitchen

Received 1 nomination

Business of The Year Past Winners

Economic Alliance Houston Port Region

2006 – Tookie’s Hamburgers

2007 – Marburger’s Sporting Goods

2008 – Kroger Company

2009 – Bailey’s American Grille

2010 – Lakewood Yacht Club Concours Corporation

2011 – TASC (Technical Automation Services Company)

2012 – Mario’s Flying Pizza

2013 – The Seabrook Waffle Company

2014 – Donald’s Donuts

2015 – Maas Nursery

2016 – Neptune Subs

2017 – Hampton Inn

2018 – Merlion

Seabrook Economic Development Corporation

2019 – McDonald’s

2020 – Seabrook House of Flowers

2021 – SpringHill Suites Marriott

2022 – KIWO

2023 – Athena’s Corner

2024 – Snap Fitness



Hall Ave

1110

11331.07 ft²

1206

1202

Economic Development Incentives Overview

Common Incentives Across 13 Regional Communities

1. Chapter 380 Agreements

Legal agreements authorized under Chapter 380 of the Texas Local Government Code that allows municipalities to provide grants or loans to promote economic development, including infrastructure, job creation, or business expansion.

2. Infrastructure Projects

Public investments in roads, utilities, drainage, or other foundational services that support private development and enhance the capacity for business growth in targeted areas.

3. Quality-of-Life Projects

Initiatives that improve community amenities, such as parks, trails, public art, or cultural facilities that make the area more attractive to residents, businesses, and talent.

4. Incentive Agreements with Maximum Cap Amounts

Economic development agreements that include a defined maximum financial commitment from the EDC, ensuring fiscal responsibility and budget predictability.

5. Targeted Priority Corridors or Areas of Town

Incentives focused on specific geographic zones – such as downtown districts, commercial corridors, or underdeveloped neighborhoods – to stimulate revitalization and strategic growth.

6. Time Requirements Before Reapplying

Policies that establish a waiting period before a business or developer can reapply for incentives, promoting fairness and encouraging long-term commitment to the community.

7. Budgeted Dollars in the Annual Budget

Dedicated funding is set aside in the EDC's annual budget specifically for economic development incentives, ensuring resources are available to support strategic projects.

Pasadena EDC Façade Forward Grant Guidelines – Pop. 150,998 – FY2024 Sales Tax Revenue = \$14,634,844

- Façade Grant
 - Max matching amount \$20k
 - Eligible to re-apply after a min. of 5 yrs. from most recent award
- Fast Track Approvals
 - Expedite the permit approval process
- Target priorities
 - Major corridors in Historic Pasadena

https://www.pasadenaedc.com/media/userfiles/subsite_18/files/incentives/Facade%20Forward%20Grant%20Program%20Guidelines%2025.pdf

Deer Park EDC Business Incentives – Pop. 34,495 – FY2024 Sales Tax Revenue = \$4,554,814

- Tax Abatement – City of Deer Park
- Chapter 380/Municipal Grant Program – City of Deer Park
- Target Priorities
 - Quality-of-Life Projects
 - Construction of New City Buildings
- No incentive agreements. City Council is very conservative; they use their funds for quality-of-life projects and to build new city buildings. No tax abatements, they have done one (1) 380 agreement, nonetheless no construction after 7 yrs. Debbie Westbeld

<https://www.deerparktx.gov/DocumentCenter/View/81/Business-Incentives?bidId=>

Oak Point EDC Business Incentives – Pop. 6,826 - FY2024 Sales Tax Revenue = \$268,642

- Fee Waivers
 - Reduction or elimination of any city fees associated with the development of the project
- Infrastructure Improvements
 - Provision of, or participation in, the extension of community infrastructure to the project site, including water, wastewater, drainage or road improvements.
- Loans and Grants
 - The City may consider providing loans and grants with available funds, and other facilities or agreements allowed by law.

REGIONAL COMMUNITIES' INCENTIVE SUMMARY

- Fast Track Approvals
 - A fast-track service involving all inspections, permitting, and planning activities may be provided. The City's development coordinator may be assigned to assist with the progress of the project.
- Other incentives may be offered on a case-by-case basis.
 - EDC may provide other cash or non-cash incentives, and any rights or obligations arising thereunder, as authorized by Chapters 501 and 505 of the Texas Local Government Code.
- Targeted Incentives
 - Along with Section 3, the City of Oak Point may consider providing one, or a combination of any of the following targeted incentives in order to further its strategic objectives:
 - The maximum grant amount cannot exceed 50% of the net new ad valorem and business personal property taxes paid annually to the City of Oak Point as a result of the project.
 - Specialty Retail, Entertainment, and Restaurant
 - Matching Grants
 - Grease Trap Rebate
- Job Creation
 - For each job paying 100-124% of the average annual wage for Denton County, the incentive is \$3,000 per job, payable as \$1,500 each year over a two-year period.
 - For each job paying 125% or more of the average annual wage for Denton County, the incentive is \$5,000 per job, payable as \$2,500 each year over a two-year period.
- Available Incentives – Pages 3 & 4
- Targeted Incentives – Pages 4 & 5

<https://oakpointtexas.com/DocumentCenter/View/1356/EDC-Incentive-Policy-Statement>

Corinth EDC Incentive Program – Pop. 24,450 FY2024 Sales Tax Revenue = \$1,263,178

- Chapter 380 Agreements
- Economic Development Grants
- Fee Reductions/Waivers
- Infrastructure Assistance
- Sales Tax Rebates
- Hotel/Motel Occupancy Tax

- Fast Track Development Process
- Business Improvement Grant
- Specialty Retail & Restaurant Incentive Program
- Tax Increment Reinvestment Zone (TIRZ)

Targeted Priorities

- Job Creation
- Transit-Orient-Development
- Niche/Specialty Retail, Entertainment, or Restaurant
- Mixed-use Developments
- Big-Box Retailers
- Office/Professional Services
- Full-Service Hotels
- Distribution and Logistics
- Medical/Healthcare

https://www.corinthedc.com/sites/default/files/fileattachments/economic_development/page/2331/230710_econonmic_development_incentive_policy_final.pdf

- Target Priorities – Pages 4 & 5
- Available Incentives – Pages 5 & 6

La Porte EDC Incentive Programs – Pop. 38,046 – FY2024 Sales Tax Revenue = \$4,995,826

- ALL projects for a matching grant greater than \$25,000.00 must also be approved by the La Porte City Council.

Eligible Projects

- Façade Rehabilitation/Enhancement
- New Awnings, Canopies, Porches, and Signage
- Beautification Projects
- Parking Lot Improvements
- Enhancement Grant Program -
<https://www.laportetx.gov/DocumentCenter/View/11139/Enhancement-Grant-Application?bidId=>
- Business Grant Application –

REGIONAL COMMUNITIES' INCENTIVE SUMMARY

<https://www.laportetx.gov/DocumentCenter/View/10709/Incentive-Grant-Application?bidId=>

Dalhart EDC – Pop. 8,443 - FY2024 Sales Tax Revenue = \$869,310

- Infrastructure Incentive
- Green Space, Outdoor Lighting, and Community Art Incentive Program
- Signage Incentive Program
 - Up to 50% Reimbursement
 - Max \$2k

<https://www.dalharttx.gov/336/BUSINESS-INCENTIVES-ASSISTANCE>

Texas City EDC – Pop. 55,340 – FY2024 Sales Tax Revenue = \$6,023,180

- Chapter 380 – Municipal Agreements
- Chapter 381 – Counties Agreements
- Chapter 312 Tax Abatements Agreement – real and/or tangible personal property
- TCEDC Project Assistance
- Foreign Trade Zone (FTZ) Number 199
- 6th Street Signage
- 6th Street Awnings
- 6th Street Paint Assistance
- Chamber of Commerce Dues Assistance
- Business Incentive Grant (BIG) Program
 - Matching grant up to 15k for qualified business improvements.

<https://www.texascityedc.com/166/Local-State-Incentives>

Kemah Community Development Corporation (CDC) – Pop. 2,853 – FY2024 Sales Tax Revenue = \$3,452,134

- Currently, there is no information listed regarding incentives on the website

<https://www.kemahtx.gov/833/Economic-Development>

Dickinson EDC – Pop. 22,017 – FY2024 Sales Tax Revenue = \$2,809,435

- Chapter 380 - <https://dickinsonedc.com/do-business-here/business-incentive-program/>
- Incentive Request Application- <https://dickinsonedc.com/wp-content/uploads/2024/12/Incentive-Request-Application.pdf>

<https://dickinsonedc.com/>

Webster EDC – Pop. 12,748 FY2024 Sales Tax Revenue = \$8,787,900

- Targeted Industries
 - Aerospace
 - Medical
 - Retail
 - Energy
 - General Fund Incentive application - <https://tx-webster3.civicplus.com/DocumentCenter/View/12121/General-Fund-Distribution-Policy>

<https://www.cityofwebster.com/353/Economic-Development>

Friendswood Community & Economic Development Committee (CEDC) – Pop. 41,118 – FY2024 Sales Tax Revenue = \$2,088,058

Policy of Economic Development – Strategies 1-5 - Pages 4 & 5

- 100k-200k to be used at the discretion of CEDC for various economic incentives, business grants, etc.
- Chapter 380 Agreements
- **Targeted Markets**
 - Professional Services
 - Healthcare
 - Retail
 - Commercial
 - Light Industrial
 - Panhandle Area
 - Downtown

<https://www.ci.friendswood.tx.us/DocumentCenter/View/169/Resolution-Number-R2015-01-PDF>

League City EDC – Pop. 120,317 – FY2024 Sales Tax Revenue = \$4,811,211

- Chapter 380 Agreements
- Tax Abatements
- Freeport Property Tax Exemption
- Public Improvement Districts
- Tax Increment Reinvestment Zone
- Municipal Management Districts
- Municipal Development Districts
- Empowerment Zone
- Industrial Revenue Bonds
- City Financed Infrastructure Improvements
- HOT Fund Grants for qualified projects

<https://www.leaguecityedc.com/137/Local-Incentives>

Santa Fe EDC – Pop. 12,870 – FY2024 Sales Tax Revenue = \$1,025,883

- Chapter 380 Agreements
- Business Expansion, Attraction, and Retention “BEAR” Program
 - Targeted Corridors – max ask \$50k per app, program budget \$140k
 - Application Fee of \$500
 - Re-apply after 3 years
 - 75% of budget for infrastructure.

<https://www.santafetx.gov/economic/page/doing-business>

SALES TAX REBATE INCENTIVE

- No.Maximum.Limit
- Long Term Savings: Receive sales tax reimbursements for up to 10 yrs.
- Job Creation: Encourages the creation of FTE jobs in Seabrook.
- Reinvest in Your Business: Use the savings to fuel your growth and operational needs.

Eligible Business

- ✓ New or expanding businesses creating at least three (3) full-time equivalent (FTE) jobs.
- ✓ Retailers, service providers, restaurants, and other commercial businesses.

RETAIL REDEVELOPMENT INCENTIVE

- No.Maximum.Limit: Receive significant funding based on your project's scope.
- Boost Foot Traffic: Modernize your retail space to attract new customers.
- Contribute to Seabrook's Growth: Help make Seabrook a regional hub for retail by revitalizing key commercial areas.

Eligible Improvements

- ✓ Façade renovations, landscaping upgrades, parking lot improvements, and signage.
- ✓ Incorporation of public like plazas or pedestrian walkways.
- ✓ Public art installations and connections to existing walkways and trails.
- ✓ Other requirement – Site Age of 15+ years.

SMALL BUSINESS DEVELOPMENT INCENTIVE

- No.Maximum.Limit: Receive significant funding based on your project's scope.
- Boost Foot Traffic: Modernize your retail space to attract new customers.
- Contribute to Seabrook's Growth: Help make Seabrook a regional hub for retail by revitalizing key commercial areas.

Eligible Improvements

- ✓ Expanding operations or services.
- ✓ Hiring additional full-time employees.
- ✓ Construction or renovation to enhance business capacity.

COMMERCIAL FAÇADE IMPROVEMENT INCENTIVE

- Maximum Incentive: \$10,000
- **Attract More Customers:** A refreshed façade invites more foot traffic and increases visibility for your business.
- **Increase Property Value:** High-quality improvements enhance the value of your property and the surrounding area.
- **Contribute to Community Aesthetics:** By improving your business's appearance, you contribute to the overall appeal and pride of Seabrook's business districts.

Eligible Improvements

- ✓ Brick and Masonry Repair
- ✓ Awning Replacement
- ✓ Signage Removal or Replacement
- ✓ Window Replacement or Restoration
- ✓ Cornice Restoration
- ✓ Removal of Non-Historical Alterations
- ✓ Additional Approved Aesthetic Enhancements

NEW CONSTRUCTION & DEVELOPMENT INCENTIVE

- No Maximum Limit: Your large-scale projects are supported without funding caps.
- **Infrastructure Support:** Assistance for site development, infrastructure, and greenspace improvements.
- **Create Jobs:** Help Seabrook grow by creating living wage jobs with benefits that meet or exceed Texas State Averages.

Eligible Improvements

- ✓ Warehouse and light industrial facility development.
- ✓ Commercial and office space construction.
- ✓ Site infrastructure, including roads, utilities, and green spaces.



ANNUAL REPORT TO CITY COUNCIL

DECEMBER 2025



BOARD OF DIRECTORS

Paul Dunphey
Chairman/President

Tracy Powell
Member

Terry Chapman
Vice-Chair

Jim Sweeney
Mayor

Summer Sanford
Council Representative

Michelle Brown
Member

Ann Wacker
Secretary

PURPOSE

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



EDC GOALS 2024 - 2026

1

Promote Seabrook branding, image enhancement, communication, and key marketing initiatives

4

Review potential expansion of incentives for overall business development incentives for local relocation and new redevelopment - including district specific incentives

2

Focus on development and promotion of old Seabrook

5

Recommend to the City's Capital Improvement Program (CIP) for capital projects, such as streets, drainage and other infrastructure improvements that benefit business development

3

Provide guidance to the Seabrook City Council on Economic Development decisions and future land use

6

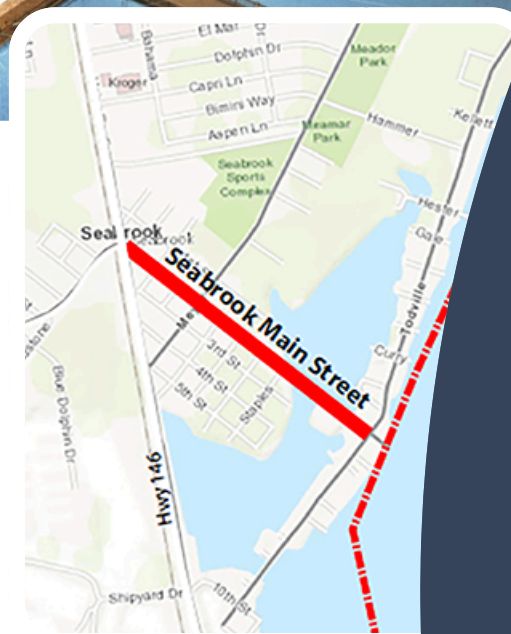
Support initiatives that promote the redevelopment of the business corridor along SH 146 and Red Bluff.

GOAL #2

Focus on the development and promotion of Old Seabrook.

THE OLD SEABROOK DISTRICT LIVABLE CENTER STUDY WILL:

- Leverage City's prospect for growth and emerging political will for urban transformation
- Create a plan for the Downtown district that is green, lively, and a thriving social center for the City's residents and visitors alike
- Direct efforts to preserve and enhance the family-centric small-town appeal of Seabrook
- Focus on enhancing the quality of life with more mobility choices, measures for safety and comfort, a unique landscape character, and thoughtful development patterns.



GOALS # 3, 4, & 5

NEW INCENTIVE POLICY

EDC Board to revise incentive policy per staff recommendations based on neighboring EDC incentive policies.

3

Provide guidance to the Seabrook City Council on Economic Development decisions and future land uses

4

Support initiatives that promote the redevelopment of the business corridor along SH 146 and Red Bluff

5

Review potential expansion of incentives for overall business development incentives for local relocation and new development - including district specific incentives

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:

GOAL #4 Support initiatives that promote the redevelopment of the business corridor along SH 146 and Red Bluff

SEABROOK TOWN
CENTER DEVELOPMENT

\$170 Million
Investment



GOAL #6

Recommend to the City's Capital Improvement Program (CIP) for capital projects such as streets, drainage, and other infrastructure improvements that benefit business development.

CIP FY 2024 - 2025

- Gateway and Directional Signage Project
- Old Seabrook Livable Center Study and Projects
 - Enhance Main Street
 - Enhance Pedestrian Connectivity
 - Hardesty & Meyer Reconstruction



AWARDED INCENTIVES UPDATE

MIDNIGHT SLICE	5735 BAYPORT PLAZA	DRIVER & RESCUE, LLC (BARGE 295)	SOULFREAK HOLDINGS, LLC	SEABROOK RETAIL, LLC	MJONES SEABROOK OPERATING, LLC	MIRAMAR BELTLINE GP, LLC
2025	2025	2025	2025	2025	2023	2024
Business Development	Commercial Façade	Small Business Development	New Business Development	Retail Development	Business Reconstruction & Renovation	Parking lot, Façade, & Lighting Improvements
\$26,482	\$30,000	\$50,000 +	\$41,400	\$50,000	\$200,000	\$300,000
Reimbursement of development costs.	Reimbursement of company costs associated with improvement.	Reimbursement of EDC sales tax rebate	Reimbursement of company costs associated with improvement.	Reimbursement of company costs associated with improvement.	Reimbursement of company costs associated with improvement.	Reimbursement of company costs associated with improvements.
\$26,482 REIMBURSED						
COMPLETED	ACTIVE	ACTIVE	ACTIVE	ACTIVE	ACTIVE	COMPLETED

PROJECTS PAID IN FY 2025

\$82,873.79



MERLION

\$6,391.29

Sales Tax Rebate



MIDNITE SLICE

\$26,482.50



DRIVER & RESCUE CLUB, LLC

\$50,000

PROJECTS APPROVED

REIMBURSEMENT PENDING: \$3,877,867

2026

\$629,920

Fay & Fay

Miramar

Margarita Jones

Seabrook Retail

Soulfreak

5735 Bayport

2027+

\$3,247,947

The Edge

Seabrook Plaza One
(Previously Margaritaville Project)

Pomodoro's - Pending

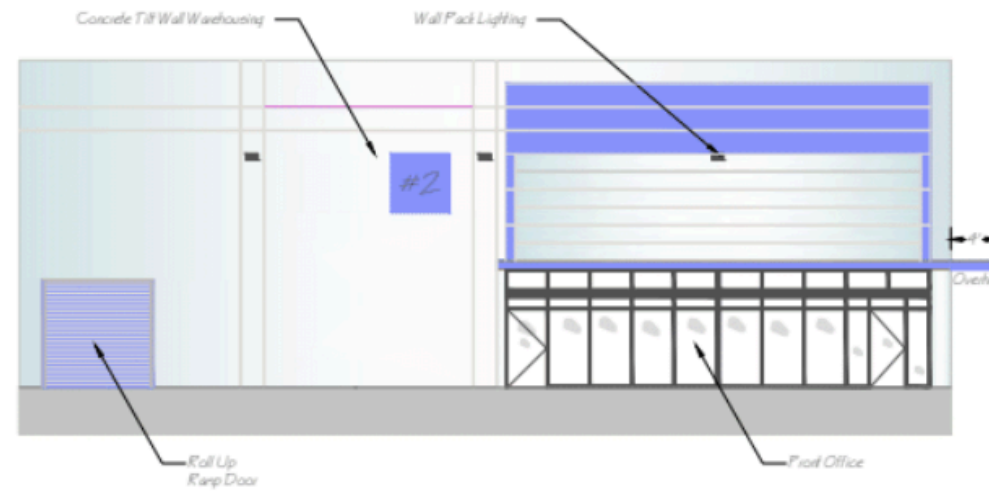
FREEZER WAREHOUSE BROKE GROUND - FALL 2025

\$15 Million Investment

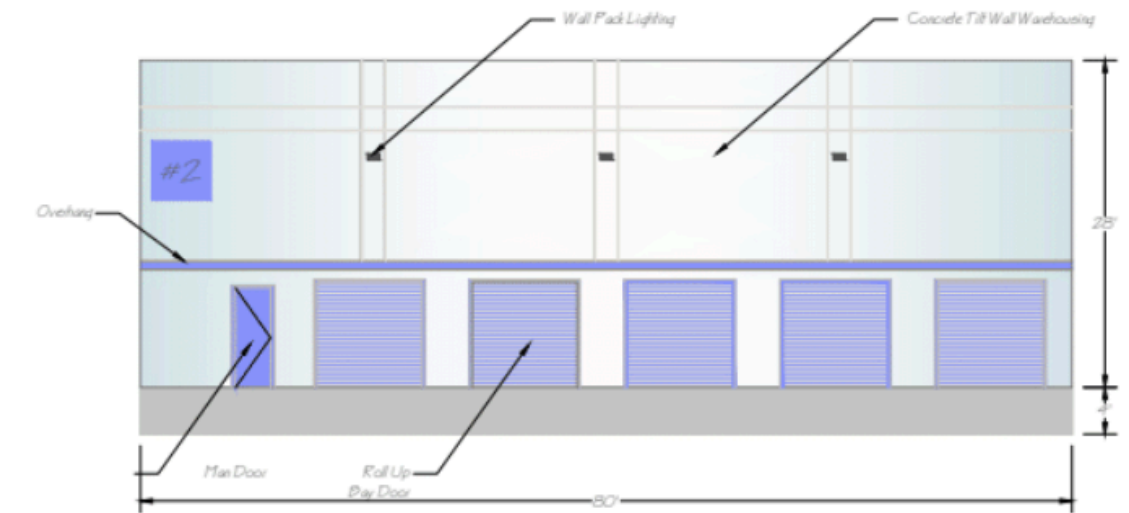


QUIET WAREHOUSE BROKE GROUND - FALL 2025

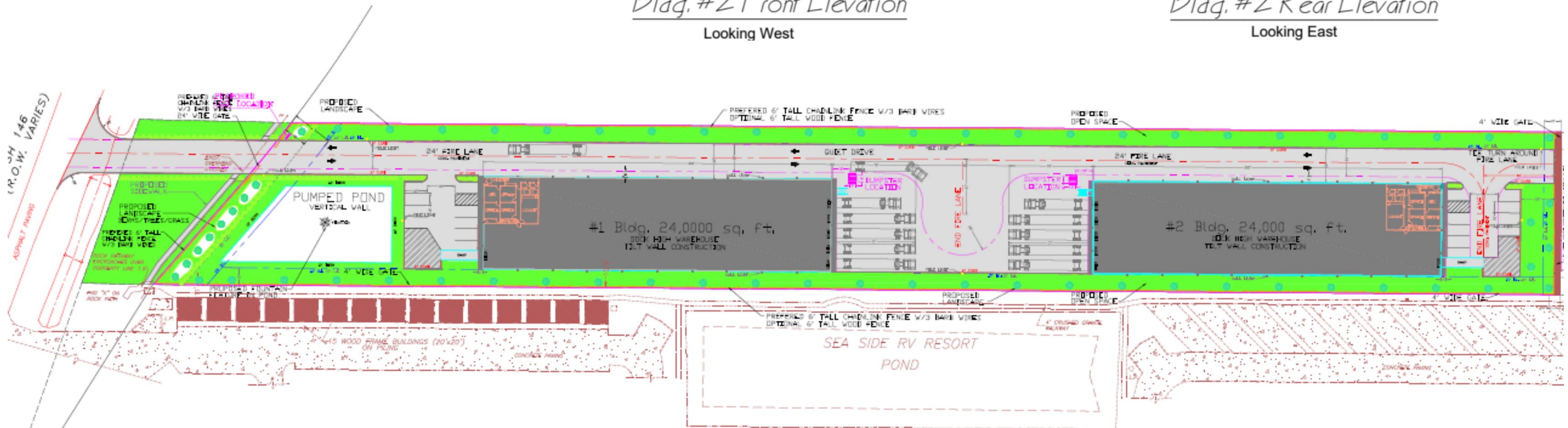
\$7 Million Investment



Bldg. #2 Front Elevation
Looking West



Bldg. #2 Rear Elevation
Looking East



EDC WEBSITE ANALYTICS

SEDC User behavior

Active users
2.7K

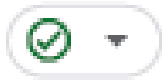
New users
2.4K

Average engagement time per active user
40s

Event count
17K

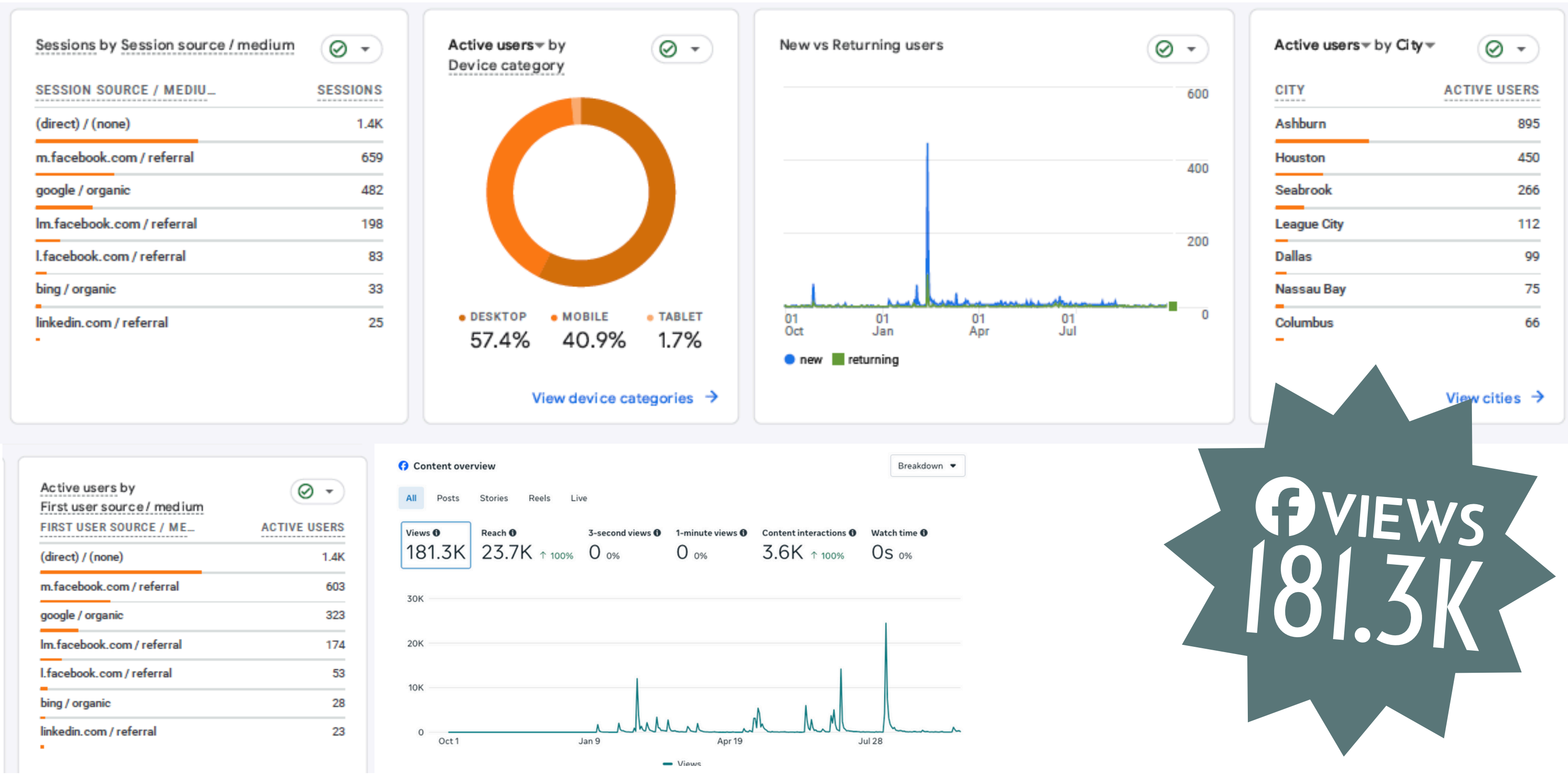


Top pages/screens



PAGE TITLE AND SCREEN CLASS	VIEWS	ACTIVE USERS	EVENT COUNT	BOUNCE RATE
EDC Seabrook, TX - Official Website	3.5K	2.7K	11K	0.6%
City News & Happenings • Economic Develop...	283	218	594	0.0%
City News & Happenings • City Update on Co...	278	252	443	0.0%
Incentives Seabrook, TX - Official Website	158	114	309	0.8%
SEDC Seabrook, TX - Official Website	120	86	235	0.0%
On the Scene Seabrook, TX - Official Website	110	75	317	1.3%
Seabrook, TX - Official Website Official Web...	107	80	244	3.3%

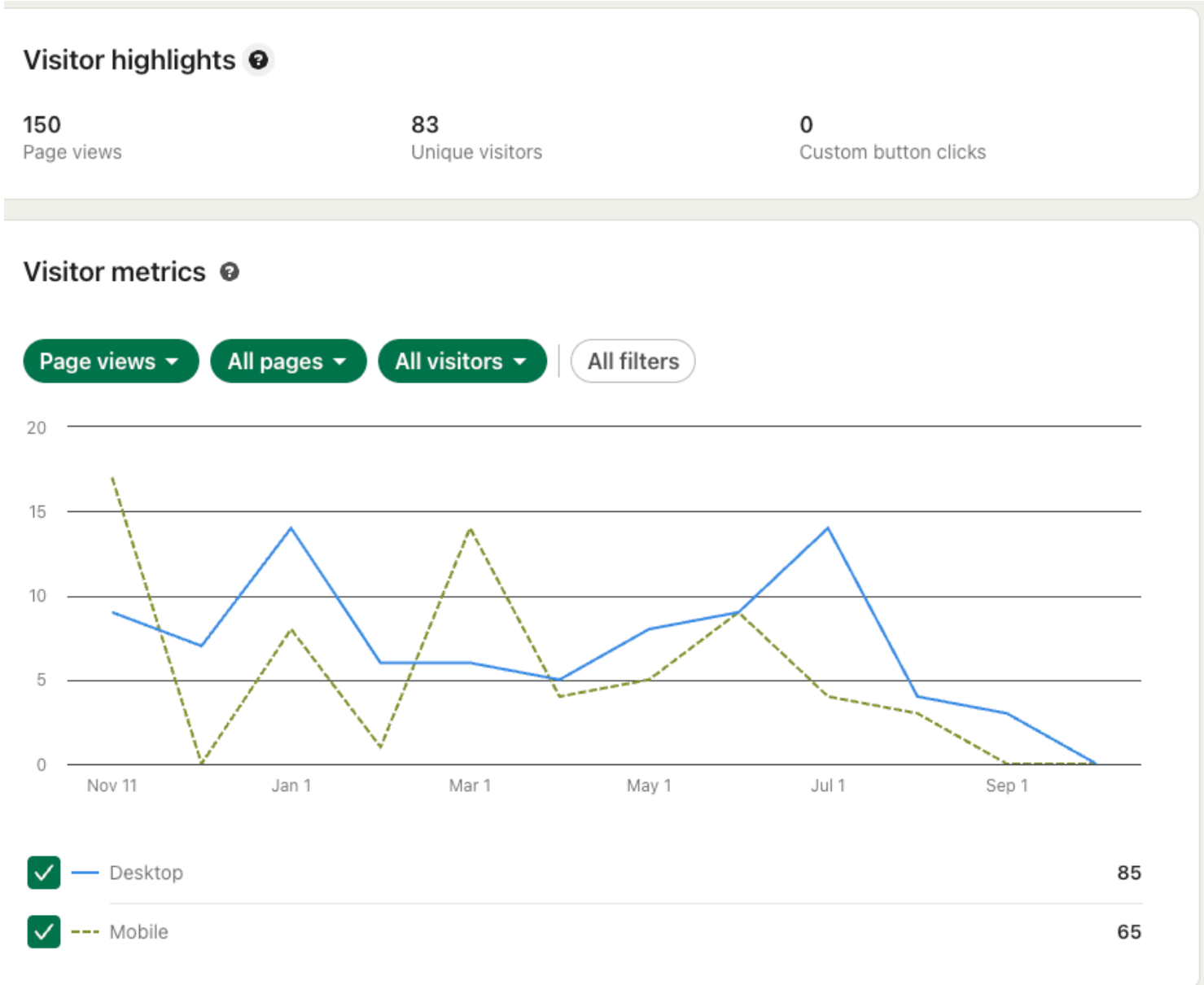
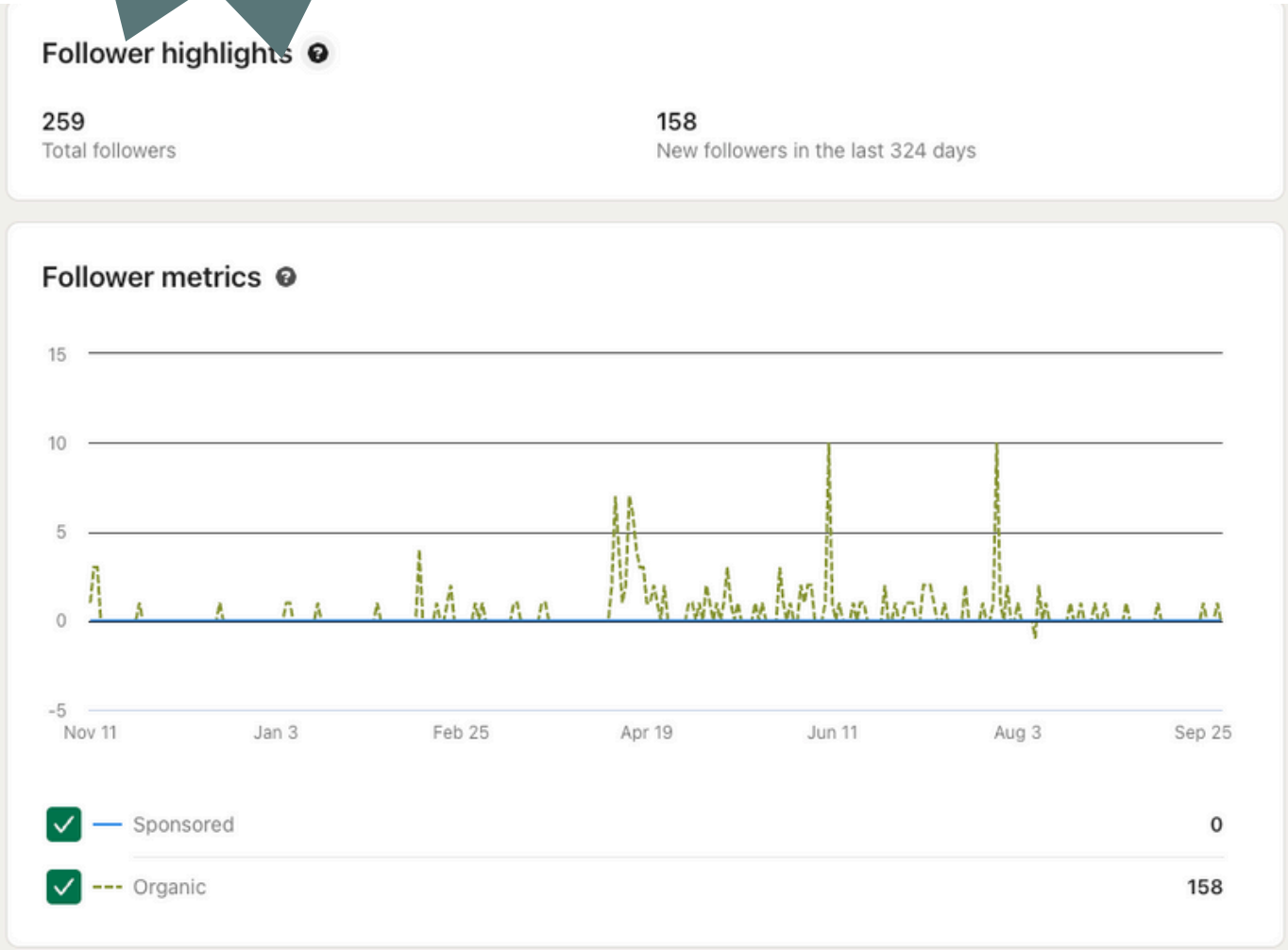
EDC WEBSITE/SOCIAL MEDIA ANALYTICS



181.3K VIEWS

EDC WEBSITE/SOCIAL MEDIA ANALYTICS

NEW FOLLOWERS
158



Highlights
Data for 11/11/2024 - 9/30/2025

5,080 Impressions 90 Reactions 6 Comments 4 Reposts

MEET OUR TEAM



Rick Guerrero

Economic Development Director

SEDC appoints Richard ‘Rick’ Guerrero as its new Director. Rick brings an extensive background in economic development, strategic planning, and business engagement, positioning him to lead Seabrook into an exciting new era of growth and opportunity.



Ranya Botros

Community & Economic
Development Coordinator

Ranya Botros joins SEDC as its new Community & Economic Development Coordinator. Ranya has over 18 years experience in the public sector and is eager to get involved in Seabrook’s growth.



Ami Blackwell

Tourism & Special Events
Coordinator

Ami Blackwell joins SEDC as its new Tourism & Special Events Coordinator. She has a wealth of experience in tourism and organizing special events and is looking forward to reenvisioning and expanding tourism for Seabrook.

NEW OR COMING SOON

2024 - 2025

Soulfreak Cafe
New Coffee Shop

Your Printing Now
New Print Shop

Nail Salon
New Nail Salon

Baked Goods
New Bakery

Fay & Fay
New Restaurant

Freezer Warehouse
New Warehouse Facility

Quiet Warehouse
New Warehouse Facility

National Tire Chain
New Tire Shop

Car Wash
New Car Wash Facility

Spec's
Currently Expanding

Furniture Outlet
New Furniture Store



COMMUNITY PARTNERSHIPS



CLEAR LAKE AREA CHAMBER OF COMMERCE

- Educates on issues for local businesses
- Spotlighting Businesses
- Advocating for Pro-business climate and public policy
- Chamber Membership and Luncheons
- Business Directory Online
- Email Blasts Online



BAY AREA HOUSTON ECONOMIC PARTNERSHIP (BAHEP)

- Engages in on-going efforts to attract new business to the City and encourages retention and expansion of existing businesses that create or retain jobs within the region.
- Advisory Services
- NASA/Retention and Recruitment of Selected Industries
- Healthcare Industry Recruitment
- Annual Reports to Seabrook EDC
- Trade Show representation



ECONOMIC ALLIANCE HOUSTON PORT REGION

- Markets the Houston Port Region
- Identifies and advocates on issues of Houston Port region significance
- Connects economic opportunities to impact equity
- Hosts events relevant to industry along the Gulf Coast
- Builds consensus on transportation/infrastructure project lists for TxDOT
- Supports community enhancement and impact projects

NEW CAMPAIGN

“Seabrook is Open”



EDC makes appearance on KPRC’s Houston Life T.V. segment, which aired on Thursday, March 20, 2025. The segment titled “Set sail on a New Business Venture in Seabrook” showcased Seabrook’s unique assets, including its picturesque waterfront districts, growing business corridors, and the opportunities now available along the newly completed SH 146 expansion.



SEEN ON 

ANNUAL KEELS & WHEELS

BROKER & PARTNER EVENT

The Seabrook Economic Development Corporation (SEDC) hosts an annual "Keels and Wheels" broker event in conjunction with the well-known Keels & Wheels Concours d'Elegance, a vintage boat and car show. This event is aimed at showcasing Seabrook and the surrounding areas to brokers, developers, and potential business partners. The SEDC uses the occasion to highlight investment opportunities, infrastructure developments, and the city's business-friendly environment.





2024 BUSINESS OF THE YEAR

SNAP FITNESS

The City of Seabrook is thrilled to announce Snap Fitness Seabrook as the recipient of the 2024 Seabrook Business of the Year award, presented by the Seabrook Economic Development Corporation. Snap Fitness received this prestigious recognition at the Seabrook City Council meeting on Tuesday, January 7, 2025, to celebrate its outstanding contributions to the Seabrook community.

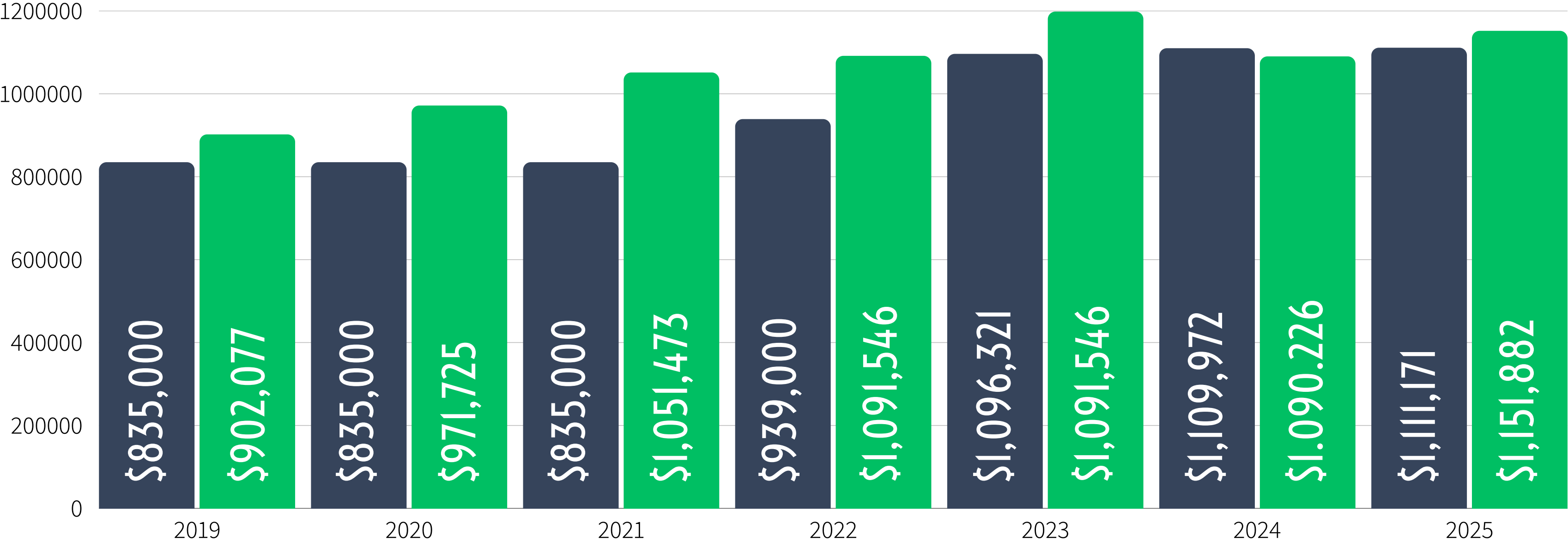
“Winning Business of the Year is a reflection of our relentless commitment to our members and the community. Every day, we strive to offer the best service and experience possible, empowering individuals to reach their full potential. This award is a testament to our team, our members, and the Seabrook community that has supported us for 16 years.”

-Chris Garcia, Snap Fitness

snap 24/7
fitness”

EDC SALES TAX

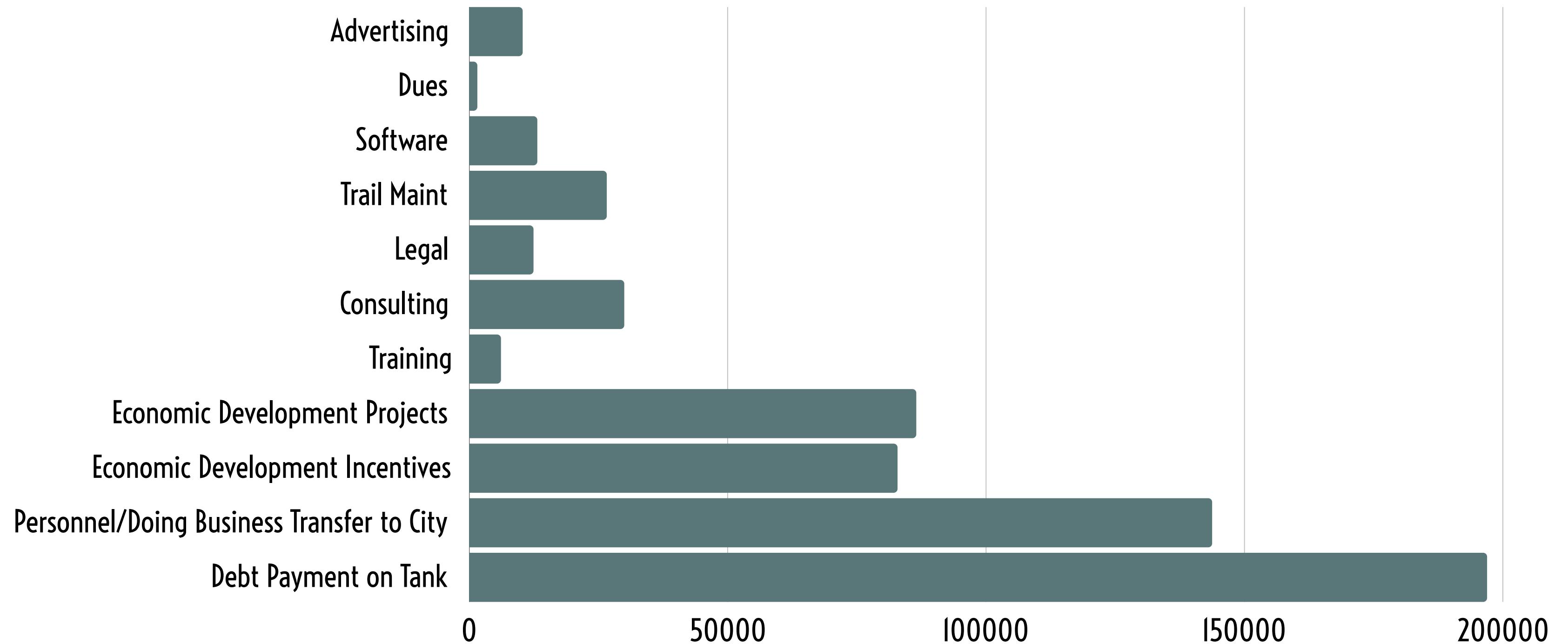
2025 Actuals projected
until final audit



ORIGINAL BUDGET

ACTUAL RECEIPTS

EDC FY 2025 EXPENDITURES



MOVING FORWARD

2024 - 2026 STRATEGIC PLAN

VISION STATEMENT

Seabrook is a sustainable, energetic, and beautiful coastal community that embraces environmental stewardship, fosters safe neighborhoods, and promotes tourism and economic diversity.

MISSION STATEMENT

The City of Seabrook is responsive, innovative, and fiscally sound in delivering services that preserve, protect, and enhance quality of life.

GOALS



SUPPORT EXISTING LOCAL
BUSINESSES & INDUSTRIES



BUSINESS MARKETING &
RECRUITMENT



QUALITY OF LIFE
INFRASTRUCTURE



COMMUNICATIONS



OLD SEABROOK



THANK YOU

WWW.SEABROOKEDC.COM



**MEETING MINUTES
OCTOBER 22, 2025**

**SEABROOK ECONOMIC DEVELOPMENT
CORPORATION
SPECIAL 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 Mayor Jim Sweeney, Chairman Paul Dunphey, Ann Wacker, Summer Sanford, and Michelle Brown. Also present were Rick Guerrero, Economic Development Director, Gayle Cook, City Manager, and Ranya Botros, Community and Economic Development Coordinator.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

There were no public comments.

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 October 9, 2025.

Steve Helm of HS Development Group gave an update on the Edge Retail Center project and how it will move forward.

Louis Florida, owner of Pomodoro's Cucina Italiana, LLC and his daughter Tina Florida DiGuglielmo gave a presentation with regard to requesting an incentive to assist with a build out for a full-service restaurant.

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 Economic Development Corporation 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.

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

4. OPEN SESSION

4.1 Reconvene Open Session

Chairman Paul Dunphey reconvened the regular meeting into open session at 6:59 p.m.

No action was taken during the executive session.

5. OLD BUSINESS

5.1 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 October 9, 2025.

Motion: To fund an \$850,000 incentive with zero sales tax abatement.

Made By: Mayor of Seabrook Sweeney
Seconded By: At-Large Position 6 Sanford
Vote: Passed unanimously by all present.

5.2 Consider and take all appropriate action on an incentive agreement for a Commercial Facade Improvement Incentive between Crown Trophy #109 and Economic Development Corporation in the amount of \$7,799.42.

Motion: To Approve
Made By: At-Large Position 6 Sanford
Seconded By: Mayor of Seabrook Sweeney
Vote: Passed unanimously by all present.

6. ROUTINE BUSINESS

6.1 Approve minutes from the October 9, 2025 regular EDC meeting.

Motion: To Approve
Made By: EDC Secretary Wacker
Seconded By: At-Large Position 6 Sanford
Vote: Passed unanimously by all present.

6.2 Establish future meeting dates and agenda items.

There will be no meeting in November.

Motion: To Adjourn
Made By: Mayor of Seabrook Sweeney
Seconded By: At-Large Position 6 Sanford
Vote: Passed unanimously by all present.

The meeting was adjourned at 7:04 p.m.

APPROVED: _____
Chair

DATE: _____

ATTEST: _____
Ranya Botros
Community & Economic Development Coordinator