

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of December 3, 2019, by and between the **Seabrook Economic Development Corporation**, situated in Harris County, Texas ("**EDC**"), and **Moshe Allen, an individual doing business as Americano's Café, ("Americano's")**, a coffee shop/restaurant to be located at 2900 NASA Parkway, Suite 310, Seabrook, TX 77586, ("**Owner**" or "**Developer**"). EDC and Owner are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Moshe Allen, Owner/Developer has filed an application, business plan and supporting documentation with the EDC for economic incentives, proposing to make site improvements for a restaurant to be located at 2900 NASA Parkway, Suite 310, Seabrook, TX pursuant to a lease between MA/DA Properties, LP, Landlord, and Moshe Allen, MD, an individual dba Americano's Café, Tenant, for the subject premises ("**Lease**"), all as more specifically described in Exhibit "A", attached hereto and incorporated by reference (the "**Project Facilities**"); and

WHEREAS, Owner/Developer proposes to construct new site improvements for the Project Facilities, representing that the estimated improvement value after its completion would total **\$147,760.99** for a 2175 square-foot site at the subject location, and has requested incentives from EDC for estimated building site improvements totaling **\$68,500**, including general construction costs, permit fees, (\$1,000), signage (\$6,500), (see letter dated 9/7/19 attached in Exhibit "A" detailing cost estimate), the ("**Incentive Requests**") as referenced in its application included in Exhibit "A". Owner/Developer has submitted its plans, (as depicted in the attached final Site Plan, a true and correct copy of which is attached hereto and incorporated within the exhibits included in Exhibit "A"), and has represented that after completion of construction/improvements represented in the Site Plan the new restaurant, when completed, will generate **\$418,782.00** of annual gross revenue that will employ 6 full time and part time employees. The Site Plan, Application, filed supporting documents and the above representations of Owner/Developer are collectively referenced herein as the "**Project**"; and

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WHEREAS, Owner/Developer has applied to the EDC for a business incentive grant to help defray a portion of the costs of construction for the Project referred to above, a copy of which Application, specifically including the final Site Plan (all such documents collectively referred to herein as the "**Application**") which are attached hereto and made a part hereof as Exhibit "A", and are incorporated by reference. The representations contained in the Application, as well as Owner's/Developer's representations before the EDC are being specifically relied upon by the EDC as true and correct in considering Owner's/Developer's Application for the Project and subject incentives for relocation of the subject restaurant; and

WHEREAS, at the EDC meeting on September 12, 2019, Owner/Developer, Moshe Allen discussed his Application, including the business plan and site plan submitted to the EDC and requested EDC to fund the Incentive Request based upon his representations, which the EDC is relying upon for evaluation and consideration; and

WHEREAS, pursuant to the Texas Local Government Code, Chapters 501 and 505 together with related authority, Economic Development Corporations of municipalities are authorized to establish programs to promote the creation or retention of jobs and/or that promote or develop new or expanded business enterprises in the municipality and in accordance with such enabling laws; and

WHEREAS, in accordance with such enabling laws, EDC has adopted an "Economic Development Incentive Program" ("**Program**"), as provided for in EDC Resolution 2019-1, and related incentives as provided by law; and

WHEREAS, EDC hereby finds and determines that Owner's/Developer's proposed Project, together with the proposed Project Facilities, as set forth in the Application/Incentive Requests, presentation before EDC on September 12, 2019, business plan, Site Plan, and related documentation, meets the minimum eligibility requirements for an economic incentive grant pursuant to the Program, and legal requirements, subject to the terms and conditions contained in this Agreement; and

WHEREAS, EDC hereby finds and determines that the Project, as depicted by Owner/Developer in the Application, related correspondence, and presentation as reflected by the minutes of the EDC, encourages the creation or retention of jobs and/or promotes or develops Performance Agreement Americano's Café Draft 102819 slw Clean

new or expanded business enterprises in the municipality and can be reasonably anticipated to act as a catalyst for further economic development in the City of Seabrook; and

WHEREAS, the Parties agree that the provisions of this Agreement substantially advance a legitimate interest of the EDC/City, and are entered into for the purpose of enhancing and stimulating business and commercial activity in the City, and promoting economic development in the City; and

WHEREAS, EDC, in strict reliance upon Owner's/Developer's representations, desires to provide an economic development incentive grant under the Program, as provided hereafter, to induce Owner/Developer to proceed with the implementation of the represented Project; and

WHEREAS, the EDC and the Owner/Developer wish to set out the terms and conditions, as applicable to both parties, under the Economic Development Program, as more fully set out herein;

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the EDC and the Owner/Developer agree as follows:

I. Representations:

A. Representations of the Owner/Developer. The Owner/Developer hereby represents that:

(1) It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to transact business as described in this Agreement in the State of Texas and to carry out its obligations described in this Agreement.

(2) It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) has been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Owner/Developer under any agreement or instrument to which the Owner/Developer is a party or by which it or its assets may be bound or affected.

(3) This Agreement has been duly authorized, executed and delivered by the Performance Agreement Americano's Café Draft 102819 slw Clean

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Owner/Developer and, constitutes a legal, valid and binding obligation of it, enforceable in accordance with its terms.

(4) The execution, delivery and performance of this Agreement by the Owner/Developer does not require the consent or approval of any person or business entity, specifically including the lease estate, pursuant to the terms and conditions of any existing lease for which Owner/Developer is a tenant, which has not been obtained.

B. Representations of the EDC. The EDC hereby represents that:

(1) The EDC is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations as contemplated by this Agreement and to carry out its obligations described in this Agreement upon consent and approval by the Seabrook City Council.

(2) The EDC has the power, authority and legal right, upon approval by the City of Seabrook City Council, to enter into and perform this Agreement and the execution, delivery and performance hereof (i) has been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation.

(3) The execution, delivery and performance of this Agreement by the EDC/City does not require the consent or approval of any person which has not been obtained.

C. No partnership or agency created.

Each party agrees and represents that the EDC/City and the Owner/Developer are not agents, partners or venturers of the other with respect to the Project, as described hereafter, and that nothing in this Agreement shall be construed to create any such relationship.

II. Performance by EDC. Conditioned upon: the findings of the above preamble being true and correct; Owner's/Developer's representations being true and correct; Owner's/Developer's compliance with the guidelines of the Program, City Code of Ordinances, statutes/related law, and this Agreement; approval of this Project and Agreement by the Seabrook City Council; conduct of business as a restaurant as described in the business plan, and completion of the Project/Project Facilities in accordance with the final approved Site Plan, pursuant to the Application, as determined solely by the EDC/City;

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\$68,500
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(A) EDC/City will provide, in the form of a reimbursement to Owner/Developer, an economic incentive grant ("**Grant**"), for the Project Facilities/Project, a total amount not to exceed ~~\$65,500~~ as provided hereafter in accordance with Owner's/Developer's performance pursuant to the Project Application/Site Plan (Payment), as limited by the terms herein:

(1) Reimbursement of the amount of EDC and City sales tax paid by Owner/Developer relating to the new restaurant/Project, not to exceed a term of 5 years or an amount exceeding **\$34,250** of the total EDC/City tax reimbursement payments, (whichever comes first – under no circumstances will the total tax reimbursement amount including both EDC and City tax reimbursement exceed \$34,500). The Owner/Developer shall comply with the terms and conditions of III.c herein. The EDC shall not be obligated to make payment until the sales and use taxes collected at the Project are actually collected by the Comptroller of the State of Texas ("Comptroller") and confirmation from the Comptroller of any audit adjustments. Thereafter, the EDC shall pay the subject tax reimbursement(s) to Americano's, 30 days after the confirmed sales and use tax is received by EDC/City;

(2) Reimbursement of construction improvements and City building permit fees paid in an amount not to exceed **\$34,250** which shall be payable by EDC to Americano's within 30 days after "**Substantial Completion**", (and variations of those words, means the date after which the Project is substantially complete with the exception of minor punch list items, as evidenced by a "certificate of occupancy" issued by the City) **and** public opening of business as referenced in business plan/Project; and

(3) Owner/Developer has complied with the terms of this Agreement by "Substantially Completing" the Project within the date referenced in III.A.

III. Performance by Developer.

A. Improvements to Project Facilities. Owner/Developer shall provide for the timely completion of the Project as delineated in Application and Site Plan and this Agreement, and shall timely submit documentation as requested by the City of Seabrook in relation to the Project and components as provided herein. Construction shall be Substantially Complete on or before **January 3, 2020**, a date which Owner/Developer agrees is a reasonable time. Owner/Developer understands and agrees that the date for Substantial Completion shall not be

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extended except by amendment of this Agreement, predicated upon a filed written application of Owner/Developer, prior to the date of Substantial Completion, demonstrating good cause shown for the requested extension, as finally determined by EDC and City Council. The failure of Owner/Developer to Substantially Complete the Project and obtain a certificate of occupancy for the new restaurant development shall constitute a material breach of contract and default, requiring Owner/Developer to refund all payments received from EDC pursuant to this Agreement, specifically including the provisions of Section IV. herein. Provided that Owner/Developer has complied with the terms of this Agreement by Substantially Completing the Project within the above referenced date, then within thirty (30) days after the EDC/City receives a written request for payment from the Owner/Developer and the EDC/City is in receipt of funds allocated to fund the Project, the EDC agrees to pay Owner/Developer the payments as referenced in II.A. subject to the terms and conditions in this Agreement.

B. Employment. Owner/Developer, pursuant to the Application and its representations shall, collectively employ not less than 6 full and part time employees after proposed development is constructed, issuance of the certificate of occupancy, and the Project is publicly opened for business operations. This amount of employees shall be maintained during the term of this Agreement.

C. EDC Sales Tax. Owner/Developer Americano's shall provide the EDC/City, on a monthly basis, a copy of any financial report that Americano's will submit to the Comptroller relating to Owner's/Developer's remission of sales taxes collected in EDC/City as a result of the operation of the restaurant Project/Project Facilities above, (the "Report"), and shall consent to the State of Texas releasing these monthly reported figures along with any State audit adjustments to the EDC/City, and other documents provided to facilitate same with Comptroller.

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

E. Audit. Owner/Developer shall provide all information and execute all documents, waivers, releases, and consents reasonably required to allow the EDC/City to obtain information necessary to calculate any payments to be made by EDC. If necessary, and upon EDC's/City's written request, Owner/Developer shall provide EDC/City copies of pertinent Performance Agreement Americano's Café Draft 102819 slw Clean

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portions of Owner's/Developer's information necessary to audit, confirm, and verify Owner's/Developer's payments germane to the subject payments.

IV. Default, Termination, and Recapture for Default.

(a) This Agreement may be terminated if Owner/Developer refuses, fails or neglects to substantially comply with any of the terms of this Agreement or, if any representation made by Owner/Developer is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default, if subject to cure, is not cured within thirty (30) days after written notice by the EDC/City to Owner/Developer. In addition to the other rights given the EDC/City under this Agreement, the EDC may require the Owner/Developer to repay all payments made by EDC.

(b) If the EDC terminates this Agreement as a result of default by Owner/Developer for failure to continue and operate the Project/restaurant for the five year term as provided in this Agreement, the reimbursement of the amount of EDC and City tax attributable to Owner/Americano's will be immediately abolished and sales tax will be due for the entire tax year in which termination occurred, with interest payable on the amount of sales tax abated by the EDC at the time of default at the maximum legal rate as provided by law, and no rebate/reimbursement shall accrue for all tax years thereafter.

(c) If during the term of this Agreement, Owner/Developer, or a subsequent owner should discontinue the Project Facilities and/or Project, as described herein, then the EDC/City shall have the right to recapture all reimbursed permits and inspections fees, and for the EDC's and City's tax rebated amount, for the entire tax year in which such discontinuance occurs and to terminate this Agreement. In the event of such recapture by the EDC/City, the EDC shall be reimbursed by the City from the funds recaptured from Owner/Developer for the amount of sales tax rebated by the EDC/City for the tax year in which such discontinuance occurs.

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

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(e) If the EDC/City fails to timely make payment in accordance with this Agreement, the Owner's/Developer's sole remedy is to seek damages for such failure to pay in the amount equal to the amount due pursuant to this Agreement. The Owner/Developer shall have no other recourse against the EDC/City.

(f) The party alleging default shall provide written notice to the other party of such default, and the defaulting party shall have 30 calendar days to remedy the default. If such default is not cured within the time period set forth above, either party may terminate this Agreement by providing written notice thereof to the other party.

V. **Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue for any action arising out of this Agreement shall be exclusively in Harris County, Texas.

VI. **Notices.** Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following addresses or such future addresses as may be designated in writing:

If to Owner/Developer:

Moshe Allen, dba Americano's Cafe
2900 NASA Parkway, Suite 310
Seabrook, TX 77586

If to EDC:

City Manager
City of Seabrook
1700 First St.
Seabrook, Texas 77586

Notice shall be deemed received upon actual receipt or upon refusal of receipt.

VII. **Assignment and Succession.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective parties. All rights hereunder may be assigned by Owner/Developer without restriction to any wholly owned subsidiary or affiliate of Owner/Developer or other entity controlled by Owner/Developer or by a subsidiary or affiliate of Owner/Developer, provided that notice of each assignment and evidence of wholly owned subsidiary or affiliate shall be given in writing to Performance Agreement Americano's Cafe Draft 102819 slw Clean

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EDC, but no other assignment shall be effective without the EDC's written approval and consent. Provided further, no assignment hereunder shall be effective without the written acknowledgment and acceptance by the assignee of the duties and obligations of Owner/Developer set forth in this Agreement. Such approval shall not be unreasonably withheld.

VIII. Time of Essence. Time is of the essence of this Agreement. However, in the event the date specified or computed under this Agreement for the performance of an obligation by any party, or for the occurrence of any event provided herein, shall be a Saturday, Sunday or "legal holiday" (defined for purposes hereof as any holiday observed by the City), then the date of such performance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or legal holiday.

IX. Modification/Entire Agreement Expressed. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by the Parties. This Agreement constitutes the entire agreement between the parties. No party shall be bound by any term, conditions, statement, or representations, oral or written, not herein contained.

X. Severability. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby; and in lieu of such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

XI. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraph contained herein.

XII. Operations. It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business in the Project Facilities. The EDC and Owner/Developer acknowledge and agree that Owner/Developer may, at its sole discretion and

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at any time cease the operation of its business in the Project Facilities, and EDC hereby waives any legal action for damages or for equitable relief which might be available because of such cessation of business activity by Owner/Developer *except for the recapture of Grant funds as specifically set forth in this Agreement*. Provided, however, if Owner/Developer fails to construct the improvements to the Project Facilities as set forth herein, Owner/Developer agrees to reimburse EDC for all costs expended by EDC or for which it is legally obligated to expend, as a result of its performance of this Agreement. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or other entity between EDC and Owner/Developer for the Project, and EDC shall have no right hereunder to control the operation of Owner/Developer or the Project. Provided, however, nothing contained herein shall be construed as waiving or limiting the power and authority of EDC or the City of Seabrook to exercise its police powers, or exempt Owner/Developer from complying with lawfully adopted rules, regulations, ordinances, or laws of the State of Texas or EDC/City.

XIII. Agreement Product of Negotiation. The Parties agree that this Agreement is the product of negotiation, that each Party has been represented by counsel of their own choosing, that each has freely entered into this Agreement after consulting with their counsel, and that this Agreement contains the terms and conditions requested and required by each. This Agreement shall be construed as having been drafted by all Parties and no term or provision shall be construed either in favor of or against a party on the basis that a party did or did not authorize this Agreement.

XIV. Limit Of Appropriation. Prior to the execution of this Agreement, Owner/Developer has been advised by the EDC, and Owner/Developer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the EDC shall have available as a condition for payment, only those sums as expressly provided for under this Agreement for this fiscal year to discharge any and all liabilities which may be incurred by the EDC. The total compensation that Owner/Developer may become entitled to hereunder and the total sum that the EDC shall become liable to pay to Owner/Developer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

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The Parties specifically acknowledge that the funds allocated for payment to Owner/Developer by EDC/City are derived from sales tax revenues, and that EDC has only estimated the anticipated tax revenues to be collected during the term of this Agreement in its budget for Fiscal Year 2019-20, and that no estimates have been made of tax revenues for future fiscal years. Owner/Developer further understands, acknowledges, and agrees that if the tax revenues actually collected in any fiscal year as estimated to be are actually less than the estimated tax revenues anticipated to be collected during the term of this Agreement, EDC shall be under no obligation to reimburse Owner/Developer for the amount set forth in Section II. Owner/Developer further acknowledges that this Agreement could be anticipated to extend into future fiscal years, and funds may not be available or budgeted in future fiscal years, and that any anticipation of extension may not be enforceable under the Constitution and laws of the State of Texas.

XV. Employment of Undocumented Workers. Owner/Developer acknowledges prior notice has been provided by EDC/City, that all Agreements related to the construction of the Project shall contain notifications required by Texas Govt. Code Section 2264, such as the following: During the term of this Agreement, the Owner/Developer agrees not to knowingly employ any undocumented workers as defined in Tex. Govt. Code Sec. 2264.001. If convicted of a violation under 8 U.S.C. § 1324a(f), the Owner/Developer shall repay the amount of the Grants/incentives and any other funds received by the Owner/Developer from the EDC as of the date of such violation not later than 120 days after the date the Owner/Developer is notified by the EDC of a violation of this section, plus interest from the date the Grant/incentive was paid to the Owner/Developer, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be as if it had been accruing from the date the Grants/incentives were paid to the Owner/Developer until the date the Grants/incentives are repaid to the EDC.

XVI. Other Statutory Prohibitions. Pursuant to Section 2270.002, Texas Government Performance Agreement Americano's Café Draft 102819 slw Clean

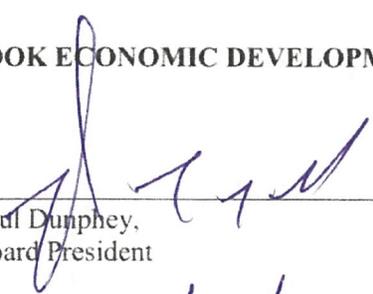
Code, the EDC/City may not enter into a contract for goods or services unless the contract contains a written verification that the contracting party: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing this Agreement, Owner/Developer verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

Pursuant to Section 2252.152, Texas Government Code, Owner/Developer warrants, represents, and agrees that it is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

Owner/Developer, by execution of this Agreement acknowledges it will comply with these statutes.

IN WITNESS WHEREOF, and as authorized respectively by the EDC, City Council of Seabrook and Moshe Allen, an individual, doing business herein as **Americano's Café**, Owner/Developer, by and through their respective authorized agents, the parties have executed this Agreement effective the day and year first written above.

SEABROOK ECONOMIC DEVELOPMENT CORPORATION


BY: Paul Dunphey,
Board President

DATE: 11/14/19, 2019

ATTEST:


Ernie Davis,
Board Secretary

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AMERICANO'S CAFÉ

M. Allen

BY: Moshe Allen
President/Authorized Representative

DATE: 10/10/19, 2019

APPROVED

CITY OF SEABROOK, TEXAS

DocuSigned by:
Thomas G. Kolupski
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BY: Thomas G. Kolupski
Mayor

DATE: December 3, 2019

ATTEST:

DocuSigned by:
Robin Lenio
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Robin Lenio, TRMC
City Secretary

DocuSigned by:

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**CITY OF SEABROOK
RESOLUTION NO. 2019-24**

**EDC PROJECT DESIGNATION FOR MOSHE ALLEN DOING
BUSINESS AS AMERICANO'S CAFÉ AND APPROVAL OF EDC
EXPENDITURES FOR CONSTRUCTION IMPROVEMENTS OF
NEW RESTAURANT PURSUANT TO PERFORMANCE
AGREEMENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK,
TEXAS, APPROVING A PROJECT OF THE SEABROOK ECONOMIC
DEVELOPMENT CORPORATION TO PROVIDE BUSINESS INCENTIVES
TO MOSHE ALLEN DOING BUSINESS AS AMERICANO'S CAFÉ IN AN
AMOUNT NOT TO EXCEED \$68,500 FOR CONSTRUCTION AND
IMPROVEMENTS FOR A NEW RESTAURANT, PURSUANT TO THE TERMS
AND CONDITIONS OF THE "ECONOMIC DEVELOPMENT AGREEMENT",
ATTACHED HERETO**

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 Section 4B of Article 5190.6, V.T.C.S., as amended, and to pay for the principal and interest of bonds or other obligations issued to pay the costs of such designated projects; and

WHEREAS, the Seabrook Economic Development Corporation, ("EDC"), was established to oversee the expenditures of tax monies, and bylaws were established for the operation of the EDC; and

WHEREAS, the EDC has analyzed potential projects that will meet the enabling legislation's purposes and assist it in attracting new businesses, expanding existing businesses, creating jobs, and assisting in other statutorily authorized economic development programs; and

WHEREAS, the EDC has determined to undertake a project for economic development by providing funding from EDC sales tax revenue, to assist the construction and improvement of a new restaurant, to promote or develop new or expanded business enterprises and/or create or retain primary jobs in or near the City of Seabrook, in a total amount not to exceed \$68,500.00 for Moshe Allen. doing business asAmericano's Café ("Americano's Café") by reimbursing EDC and City tax paid, not to exceed 5 years or \$34,250.00, reimbursement of specified construction costs in an amount not to exceed \$34,250.00, all as provided and controlled in the "Economic Development Agreement", ("Agreement"), attached hereto and incorporated by reference, as generally authorized under Texas Local Government Code, Chapters 501, 505, including Sections 505.158, 505.302 and related provisions, and is an authorized project of the EDC being submitted for City Council approval; and

WHEREAS, the EDC met on September 12, 2019, and at that time took formal action to support and approve funding of incentives for Americano’s Cafe, for initiation and construction of a new 2,175 square foot restaurant to be located at 2900 NASA Parkway, Suite 310, Seabrook, TX 77586 pursuant to the Performance Agreement, attached hereto and incorporated by reference, (“Agreement”), employing a minimum of 6 full time and part time employees (“Project”); and

WHEREAS, a public hearing was conducted by the EDC on October 10, 2019 to receive public input for such Project; and

WHEREAS, the EDC has determined to proceed with the subject Project, subject to City Council approval of the Agreement and approval in accordance with law; and

WHEREAS, the City Council, (“City”), desires to encourage the development or redevelopment within the city limits of the City of Seabrook, by specifically approving the EDC funding, as provided herein of Project incentives for Americano’s Cafe, (“Applicant”), pursuant to the Agreement, attached hereto, as approved by the EDC and submitted to City Council for final approval; and

WHEREAS, the City Council finds that the funding incentives by the EDC pursuant to the Agreement, as provided herein will be reasonably likely to contribute to new or expanded business enterprises and the potential of the creation or retention of primary jobs, as provided by Chapters 501 and 505 of the Texas Local Government Code;

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

Section 1. That the facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. That the funding through EDC sales tax revenue for this Project to assist Americano’s Cafe, for its construction of a new 2,175 space for creation and construction of a new restaurant located at 2900 NASA Parkway, Suite 310, Seabrook, TX 77586 employing a minimum of 6 full time and part time employees, promotes or develops new or expanded business enterprises and/or the creation or retention of primary jobs.

Section 3. The incentive funding by the EDC to Americano’s Cafe reimbursing EDC and City sales tax paid, construction costs and specified improvements, not to exceed a total amount of \$68,500, as specifically provided by the “Economic Development Agreement”, (“Agreement”), as approved by the Seabrook Economic Development Corporation, (“EDC”), attached hereto and incorporated by reference, and the referenced Project is hereby approved by the City Council of the City of Seabrook.

ADOPTED AND APPROVED this the 19th day of November, 2019.

PASSED, APPROVED, AND ADOPTED on second and final reading this 3rd day of December, 2019.

CITY OF SEABROOK, TEXAS

DocuSigned by:
Thomas G. Kolupski
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BY: _____
Thomas G Kolupski
Mayor

ATTEST:

DocuSigned by:
Robin Lenio
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Robin Lenio, TRMC
City Secretary

