



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 3, 2024 - 6:00 PM**

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

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, SEPTEMBER 3, 2024 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1ST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

PLEDGE OF ALLEGIANCE

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. 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

1.1 Mayor, City Council and/or members of the City staff may make announcements about City/Community events. *City Council*

2. PRESENTATIONS

2.1 Mayor Kolupski to present a proclamation to REV UP Texas declaring September 9, 2024 through September 13, 2024 as Disability Voting Rights Week.

2.2 Mayor Kolupski to present a proclamation to the Daughters of the American Revolution declaring September 17, 2024 through September 23, 2024 as Constitution Week.

2.3 Bill Neeson, a representative of Highland Resources, Inc., to present the bi-annual status report regarding the Residence at Highland Center Planned Unit Development (PUD).

2.4 Presentation to BayCert for their efforts in supporting the City of Seabrook during Hurricane Beryl. *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

3. ADJOURN REGULAR SESSION AND ENTER INTO BUDGET WORKSHOP SESSION

3.1 Review and discuss the proposed Fiscal Year 2024-2025 Budget including Special Funds, and Capital Improvement Program (CIP). *Gayle Cook, City Manager*

3.2 Review, discuss and provide direction on the proposed tax rate for the Fiscal Year 2024-2025. *Gayle Cook, City Manager*

4. ADJOURN BUDGET WORKSHOP SESSION AND ENTER INTO BUDGET SESSION

4.1 Consider and take all appropriate action on extending video recording and livestreaming to all boards & commissions. *Mick Barnabo, Multimedia Producer*

4.2 Consider and take all appropriate action on a request from Barge295 for hotel occupancy tax funds in the amount of \$28,500 for fiscal year 2024-2025, to include a schedule for releasing funds to the applicant if approved.

4.3 Consider and approve by record vote the FY 2024-2025 proposed budget including General Fund, Enterprise Fund, Capital Improvement Program (CIP) and all special funds and set the date and time for the Public Hearing on September 27, 2024 at 6:00 P.M. *Gayle Cook, City Manager*

4.4 Consider and take all appropriate action by a record vote on a proposed tax rate for the Fiscal Year 2024-2025 and on setting a Public Hearing for a Special City Council Meeting on September 27, 2024 at 6:00 P.M. *Gayle Cook, City Manager*

5. ADJOURN BUDGET SESSION AND ENTER INTO REGULAR SESSION

6. CONSENT AGENDA

6.1 Approve the minutes of the August 20, 2024 City Council Meeting.

6.2 Consider and take all appropriate action on the second reading of Ordinance # 2024-15 a request to change the zoning classification of land located at 4017 Todville Road, Seabrook, TX 77586 from the current classification of R-1 "Single-Family Detached Residential District" to R-2 "Single-Family Detached Residential District (Small Lots)". *Sean Landis, Deputy City Manager | Planning and Zoning Director*

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING, 16.479 ACRES OF LAND SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT NO. 52, CITY OF SEABROOK, HARRIS COUNTY, TEXAS, LOCATED AT 4017 TODVILLE ROAD, WHICH IS LOCATED WEST OF TODVILLE ROAD,

SOUTH OF W. FLAMINGO DRIVE, AND NORTH OF MYSTIC VILLAGE LANE; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", FROM (R-1) "SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT" TO (R-2) "SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT (SMALL LOTS)" FOR THE DEVELOPMENT OF A SINGLE-FAMILY DETACHED RESIDENTIAL DEVELOPMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY.

7. OLD BUSINESS

7.1 Consider and take all appropriate action on the second reading of Ordinance # 2024-11 a request for approval of a Final Planned Unit Development (PUD), to create, "5815 Old Hwy 146 Monroe Quiet Warehousing Project", comprising of two 23,980 square feet tilt wall constructed warehouses located on a 3.695-acre tract of land.

Sean Landis, Deputy City Manager | Planning and Zoning Director

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, TEXAS APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING 3.695 ACRES SITUATED IN ABSTRACT 52, OF THE RITSON MORRIS SURVEY, IN SEABROOK, HARRIS COUNTY, TEXAS, GENERALLY LOCATED EAST OF OLD STATE HIGHWAY 146, NORTH OF RED BLUFF ROAD, AND SOUTH OF PORT ROAD; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", FROM (C-2) "MEDIUM COMMERCIAL DISTRICT", TO (PUD) "PLANNED UNIT DEVELOPMENT", FOR THE DEVELOPMENT OF TWO (TILT WALL WAREHOUSES) EACH CONTAINING APPROXIMATELY 24,000 SQUARE FEET OF FLOOR SPACE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY.

8. NEW BUSINESS

8.1 Consider and take all appropriate action on the approval of an Interlocal Agreement between the City of Seabrook and Lakeview Police Department for the use of the Seabrook Jail Facility and telecommunication (9-1-1) operator services for an initial period of nine (9) months from January 1, 2025 to September 30, 2025, with one (1) year options to extend annually and authorize the City Manager to execute.

8.2 Consider and take all appropriate action on an updated interlocal cooperation contract with OmniBase Services of Texas, LP for a Failure to Appear Program.

Jessica Ancira, Director of Municipal Court

8.3 Consider and take all appropriate action on a 1-year contract extension agreement between the City of Seabrook and Hydradry Inc. for post-disaster restoration and recovery services. *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

8.4 Consider and take all appropriate action on a 1-year contract extension agreement between the City of Seabrook and First Onsite Restoration for post-disaster restoration and recovery services. *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

9. DISCUSSION

9.1 Discussion regarding the Economic Development Corporation By-Laws as amended by Resolution 2011-14. *Joe Machol, At-Large Position 6*

10. ROUTINE BUSINESS

10.1 City Manager report to City Council on various items that require no action, including Port Houston updates, Post Hurricane Beryl Recovery efforts, Seabrook Boards and Commissions, Transportation Projects, and City of Seabrook CIP Projects.

10.2 Establish future meeting dates and agenda items.

THE CITY COUNCIL 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) THAT JUSTIFIES EXECUTIVE SESSION TREATMENT.

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

I certify that this notice was posted on the bulletin board on or before Friday, August 30, 2024 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





Proclamation

WHEREAS, There are over 61 million people with disabilities of all ages living in communities throughout the United States; and

WHEREAS, There are over 38 million Americans with disabilities who are eligible voters; and

WHEREAS, The disability community has a critical interest in policies and decisions made and enacted at local, state, and national levels that impact our lives directly, and

WHEREAS, Making sure people with disabilities have access to voting is essential if these policies are to meet the real needs of people with disabilities in our communities; and

WHEREAS, Voting is one way for the disability community to have a say in the people and policies that impact our communities, and

WHEREAS, REV UP, which stands for "Register! Educate! Vote! Use your Power!" is a national effort to build the power of the disability community: and

WHEREAS, Members of the national disability rights community are organizing the 7th annual Disability Voting Rights Week.

NOW THEREFORE, in support of the growing involvement of the disability community in the political process, I, Thom Kolupski, Mayor of the City of Seabrook designate September 9, 2024 through September 13, 2024 as Disability Voting Rights Week in the City of Seabrook.

Disability Voting Rights Week

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 3rd day of September, 2024.

City of Seabrook

Thom Kolupski, Mayor



Proclamation

WHEREAS, September 17, 2024, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week; and

WHEREAS, We must ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

NOW THEREFORE, in recognition of the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America, I, Thom Kolupski, Mayor of the City of Seabrook designate September 17, 2024 through September 23, 2024 as Constitution Week in the City of Seabrook.

Constitution Week

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 3rd day of September, 2024.

City of Seabrook

Thom Kolupski, Mayor

Residences at Highland Center Planned Unit Development

**Prepared for:
Highland Resources**

Prepared by:



May 2023

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EXHIBITS

- Exhibit A – Area Location Map
- Exhibit B – Aerial Exhibit
- Exhibit C – Survey
- Exhibit D – Legal Description
- Exhibit E1 – Site Plan (Color)
- Exhibit E2 – Site Plan (B/W)
- Exhibit F – Landscape Plan
- Exhibit G – Signage Location Exhibit
- Exhibit H – Existing Utility Exhibit
- Exhibit I – Elevations

I. INTRODUCTION

The Residences at Highland Planned Unit Development (PUD) was prepared on behalf of Highland Resources, pursuant to Appendix A, Article 4, Section 4.10, Planned Unit Developments in the Seabrook Code of Ordinances. The purpose of the PUD is to encourage flexibility in the use and development of land in order to promote the most appropriate uses; to provide a high level of amenities; to preserve the quality of the natural environment; and to provide flexibility in the development of land subject to the development standards coordinated with the necessary public services and facilities.

The Residences at Highland PUD is located in the southern part of Seabrook, adjacent to the City limits and is located south of Nasa Road 1/East Nasa Parkway, east of Bayou View Drive, north of Clear Lake, and west of Repsдорф Road as seen on the Area Location Map (Exhibit A).

II. PROJECT DESCRIPTION

1. Site Analysis

The site currently has two one-story buildings on site that will be demolished as part of the development. The adjacent parking lot will also be removed and replaced with new surface parking and a parking garage. An existing boat dock structure will be repaired and reconstructed as part of the development along Clear Lake.

There are two existing driveways on site that will either be repurposed or replaced with two to three new driveways to serve the development. All driveways shall meet City and TxDOT spacing and design requirements.

The site has been platted as two separate tracts but will be replatted prior to development to create a single reserve and promote a cohesive development.

2. Compliance with Comprehensive Plan

The Residences at Highland Center PUD is in compliance with the Comprehensive Plan as it addresses several of the major opportunities in Seabrook, such as infill, waterfront amenities, and gateways to the City.

The tract is a vacant site that will be redeveloped to provide additional housing and recreational activities for the residents of Seabrook. One of the main tenets of the Waterfront Activity District is that incorporating things like outdoor patios, outdoor cafes, and piers are crucial to the longevity of the City, which this development is proposing. There is an existing City of Seabrook sign on the property that is being proposed to be replaced as development occurs due to the tract being located at the main entrance to the City on E Nasa Parkway. Enhanced signage will welcome residents and visitors alike.

Higher-density residential is also encouraged in this area to maximize utilization of the lakefront, which will be provided via a high-rise condominium-style building. A parking garage will be provided to encourage city residents and visitors to patronize the adjacent commercial/retail building that will also be located on-site.

3. Justification

The intent of the PUD is to encourage high-quality development in the City by providing additional flexibility to take advantage of various site characteristics, constraints, location, or land uses. This document establishes various development standards that exceed the minimum requirements for properties specifically located within the boundaries of the PUD.

The PUD will meet or exceed the minimum requirements of the Code of Ordinances through specific, architectural design and engineering standards.

4. Mixed-Use Development

The proposed development will combine a multi-family condominium-style building with a parking garage and one commercial building with surface parking and access to the adjacent parking garage. The condominium-style building will contain up to 275 residential units with balconies, a pool deck and amenity center on the 5th floor, a fitness center, green space for the residents, a lounge, and a mail room. The commercial building is anticipated to contain a restaurant with robust patio seating to take advantage of the lake views, however the retail end user is not finalized and is subject to change.

It is anticipated that the building will contain approximately 1.7 persons per unit, which would result in an anticipated population of 468 persons. This number is an estimate and is subject to change depending on the final layout and number of unit types.

III. ZONING

1. Proposed Zoning

The proposed zoning of the tract will be an overlay Planned Unit Development, with the base zoning continuing to be the Waterfront Activity District (WAD). Any regulations that are not mentioned in this document will default to the standard WAD requirements.

2. Composition of Land Use Table

Land Use	Zoning District	Approximate Acreage	% Gross Acreage
Community Land Uses			
Surface Parking	WAD	± 0.5	
Parking Garage	WAD	± 1.0	
Landscape/Open Space	WAD	± 0.9	
Subtotal		± 2.4	77.4%
Commercial Land Uses			
Commercial	WAD	± 0.2	
Subtotal		± 0.2	6.5%
Residential Land Uses			
Multi-Family	WAD	± 0.5	
Subtotal		± 0.5	16.1%
Totals		±3.1	100.0%

3. Residential Unit Distribution Table

Unit Size	Average Square Footage	Zoning District	Number of Units	% Gross Unit Distribution
Studio	455	WAD	40	14.6%
1B1B	693	WAD	130	47.3%
2B2B	970	WAD	65	23.6%
3B2B	1215	WAD	40	14.5%
Gross Residential Total			275	100%

The above unit mix and land use table is an estimate is and is subject to change depending on site design and market conditions. The unit count shall not exceed 275 in total. Each unit type or land use may be increased or decreased in number by up to fifteen percent (15%) of the total unit count or acreage. The percentage unit change is required to ensure the success of the development by maintaining the flexibility to modify unit types and land use in response to changes in economic and market conditions and future modifications of building layout. This will allow the development to remain competitive in the real estate market over the life of the development and the ability to adjust as necessary to accommodate specific end users in a timely manner.

IV. DEVELOPMENT REGULATIONS

All development standards not mentioned within the below sections are subject to the Seabrook Code of Ordinances in place at the approval date of this document.

1. Architectural Standards

All architectural and exterior designs shall meet or exceed the Seabrook Code of Ordinances Article 4, Section 4.08.08, Architectural review committee and design standards. Exhibits I-1 through I-8 show potential building elevations, but are purely conceptual in nature and are subject to change. Covenants and restrictions shall be provided with the final plat submittal to help protect the integrity of the development.

2. Street and Circulation System

It is anticipated that two to three driveways will be located on site off E Nasa Parkway to provide access to the site. There will be a east/west access road at the front of the tract that will provide access to the parking garage, screened trash receptacles, loading bays, and resident drop off/pick up area. There will also be a north/south access road on the eastern side of the tract that will provide an additional garage entry, surface parking, and access to the commercial development closer to Clear Lake.

3. Mixed-Use Development

A. Multi-Family

- i. Maximum height: 180 feet*
- ii. Minimum front setback: 30 feet
- iii. Minimum side setback: 15 feet*
- iv. Minimum rear setback: 25 feet
- v. Minimum parking requirement: 1.33 spaces per one-bedroom dwelling unit, 1.66 spaces per two and three-bedroom dwelling units.

B. Commercial/Retail

- i. Maximum height: 35 feet
- ii. Minimum front setback: 30 feet
- iii. Minimum side setback: 10 feet
- iv. Minimum rear setback: 25 feet
- v. Minimum parking requirement: 1 parking space per 400 sq. ft. of gross floor area

C. Parking Garage

- i. Maximum height: 40 feet
- ii. Minimum front setback: 30 feet
- iii. Minimum side setback: 10 feet
- iv. Minimum rear setback: 25 feet

D. Outdoor Commercial/Retail Seating

- i. Minimum front setback: 30 feet
- ii. Minimum side setback: 10 feet
- iii. Minimum rear setback: 15 feet
- iv. Minimum parking requirement: 1 parking space per 400 sq. ft. of retail space

* The building height shall be subject to side setback requirements per Seabrook Code of Ordinances Article 4, Section 4.08.03.B.

**Setbacks as listed above for Multi-Family and Commercial/Retail are only in relation to the structure location. Surface parking and outdoor seating shall be considered separately, as shown above.

***All buildings, parking, and outdoor seating shall follow all floodplain/floodway setbacks and/or elevation requirements.

4. Permitted Land Uses

- Condominium (for rent or for sale)
- Accessory building/uses
- Barbers/beauty salons/day spa
- Boat rental
- Charter boat service
- Automobile parking lot/garage
- Fish and seafood, retail
- Health club
- High rise
- Marina
- Museum
- Office, professional
- Restaurant-full service
- Retail, light
- Yacht/sailing club

5. Buffer Yards

All buffer yards shall meet or exceed the Seabrook Code of Ordinances Article 4, Section 4.08.06, Buffer yards.

Exterior dumpster/garbage/waste containers shall be placed a minimum of ten feet from any side or rear property line. Containers shall not project beyond the front building line of the principal structure. Containers shall be fully screened so not to be visible from off the property. Each trash container enclosure shall be constructed of impervious materials with a gate.

6. Landscaping

All landscaping shall meet or exceed the Seabrook Code of Ordinances Article 4, Section 4.08.05, Street trees and Article 4, Section 4.08.05, Buffer yards.

All sidewalks shall meet or exceed the Seabrook Code of Ordinances Article 3, Division 2, Section 80-126, Sidewalks. Connectivity throughout the site shall be provided to promote walkability and encourage surrounding residents or business owners to visit the commercial development along the waters edge.

7. Signage

All signage shall meet the Seabrook Code of Ordinances Article 6, Section 6.05, Permanent signs requiring a permit, except for allowing 2 permanent monument signs along E Nasa Parkway 1. One sign shall be a multi-tenant sign for the residential and commercial development and the other shall be a "Welcome to Seabrook" style sign.

8. Open Space

All open space shall meet or exceed the Seabrook Code of Ordinances, Article 4, Division 10, Section 05, Open Space. Open Space shall be provided throughout the site to promote common space for the use and enjoyment of residents and visitors of the development. Not less than twenty (20) percent of the land shall be reserved for Common Open Space. The term "common open space," as used herein, may include boardwalks and 20 percent of parking areas.

As defined in the Seabrook Code of Ordinances, Section 1.10, the term "common open space" means a parcel or parcels of land or an area of water or a combination of land and water within the site designated PUD, designed for the use and enjoyment of the residents of the PUD. Common open space as defined herein includes both passively landscaped sites without improvements of any kind or complimentary structures and improvements as are necessary and appropriate for the benefit and enjoyment of the residents of the PUD.

V. UTILITIES

All onsite utilities shall be designed and constructed per Seabrook requirements. An existing 8" water line runs parallel to Nasa Road 1 adjacent to the tract and the development will tie into this line. There is also an existing 8" gravity sewer line that runs parallel to Nasa Road 1 that the development will tie into. An existing 6" gas line is located within the ROW of Nasa Road 1, which will be used to serve the site. While the utilities are available the developer shall verify that capacities and minimum pressures are adequate to support the design of the project.

All franchise utility needs are available to be served by the appropriate provider.

Given the proximity to Clear Lake, detention is not required on-site if all drainage is discharged directly into the lake. Some infrastructure shall be installed to accommodate this drainage system.

VI. DEVELOPMENT SCHEDULE

It is anticipated that after the entitlement process is completed, there will be a nine-month design period, followed by a two-year construction period. The location and timing of development will be dependent upon market conditions and is subject to change. Commercial development shall be driven by market conditions.

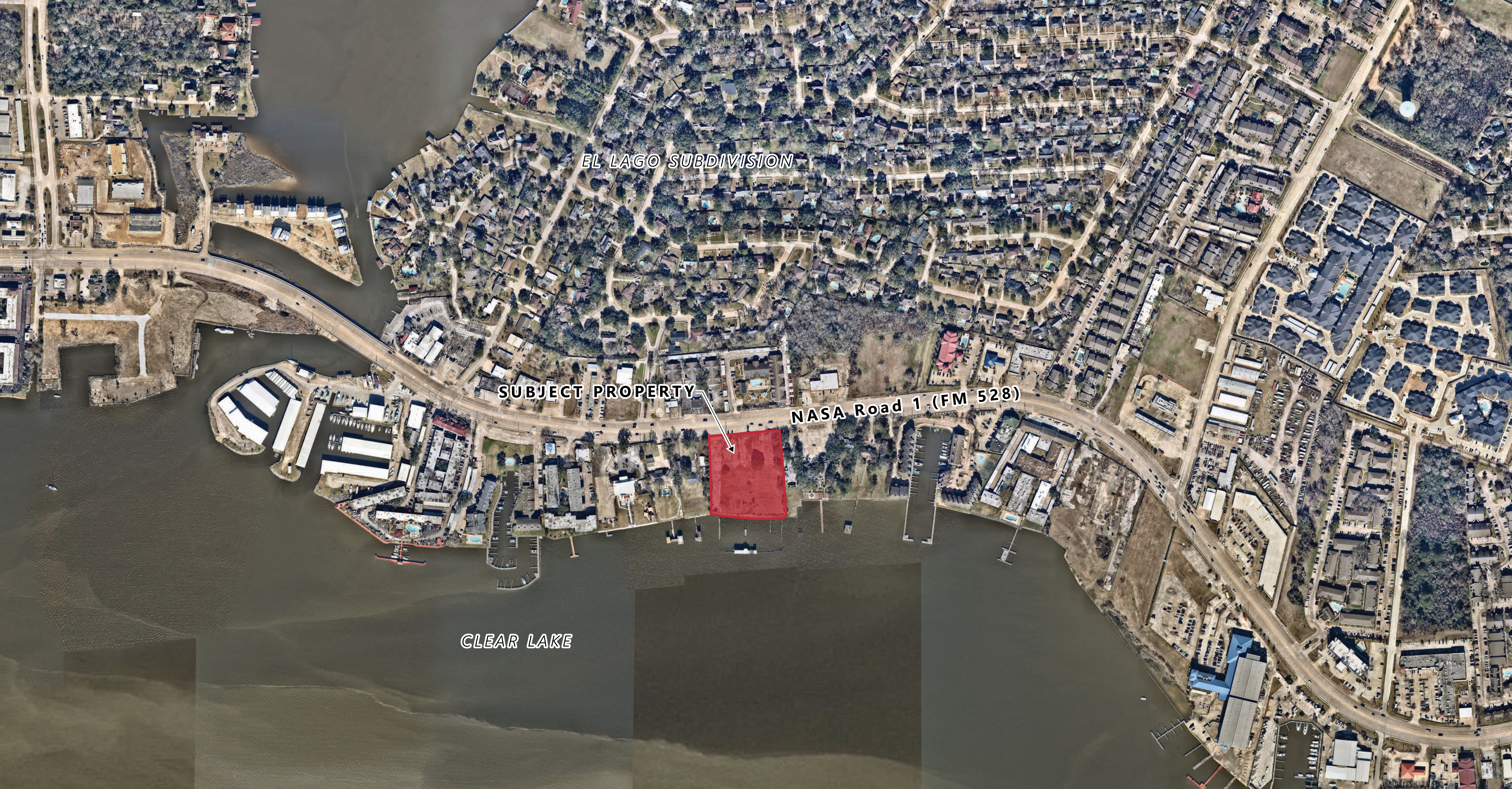


EXHIBIT A

Prepared for
HIGHLAND RESOURCES, INC.

Area Location Map For
RESIDENCES AT HIGHLAND CENTER
±3.09 Acres of Land
Seabrook, Texas
Project #: 4031-38001

Reference Date: 03.21.2023



RELATIONSHIPS | PROCESS | DESIGN



EXHIBIT
B

Prepared for
HIGHLAND RESOURCES, INC.

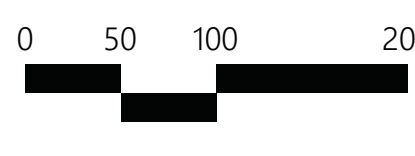
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This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage flood plains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

Aerial Exhibit For
THE RESIDENCES AT HIGHLAND CENTER
±3.09 Acres of Land
Seabrook, Texas
Project #: 4031-38001

Reference Date: 03.21.2023

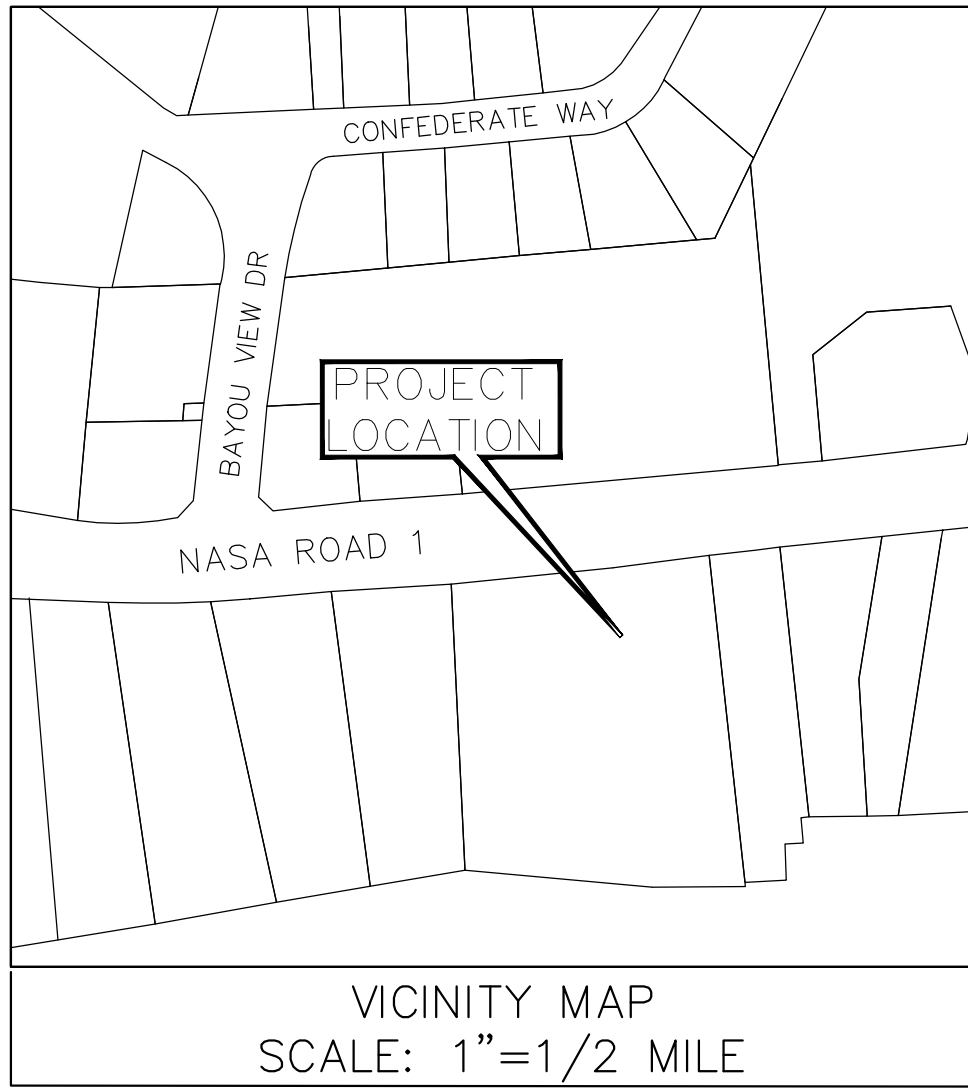
NORTH





Planning +
Landscape
Architecture

RELATIONSHIPS | PROCESS | DESIGN



METES AND BOUNDS DESCRIPTION
OF 3.091 ACRES OF LAND
OUT OF THE
RITSON MORRIS SURVEY, ABSTRACT NO. 52
HARRIS COUNTY, TEXAS

BEING A 3.091 ACRE TRACT OF LAND LOCATED IN THE RITSON MORRIS SURVEY, ABSTRACT NO. 52, HARRIS COUNTY, TEXAS, BEING OUT OF THE CALLED 3.18 ACRE TRACT CONVEYED UNTO PHGC INVESTMENTS AS RECORDED UNDER CLERK'S FILE NO. P511078 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, SAID 3.091 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1-INCH IRON PIPE FOUND AT THE NORTHEAST CORNER OF THE CALLED 0.82 ACRE TRACT CONVEYED UNTO 3713 NASA ROAD ONE LLC AS RECORDED UNDER CLERK'S FILE NO. RP-2017-222484 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, SAID 1-INCH IRON PIPE BEING AT THE SOUTHWEST CORNER OF THE CALLED 0.020 ACRE TRACT CONVEYED UNTO THE STATE OF TEXAS AS RECORDED UNDER CLERK'S FILE NO. R181685 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, SAID 1-INCH IRON PIPE BEING IN THE SOUTH RIGHT-OF-WAY OF LINE OF NASA ROAD 1 ALSO KNOWN AS FM 528 (A 110-FOOT WIDE PUBLIC RIGHT-OF-WAY), SAID 1-INCH IRON PIPE BEING ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 11,514.16 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 54 SECONDS AND WITH A CHORD BEARING OF SOUTH 84 DEGREES 14 MINUTES 27 SECONDS WEST, AT A CHORD LENGTH OF 90.08 FEET, SAID 1-INCH IRON PIPE HAVING A GRID COORDINATE VALUE OF N=13,773,845.99, E=3,224,524.66; **THENCE**, WITH SAID SOUTH RIGHT-OF-WAY LINE OF NASA ROAD 1 AND WITH SAID CURVE TO THE RIGHT, FOR AN ARC DISTANCE OF 90.08 FEET, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "GORRONDONA AND ASSOCIATES, INC." SET AT THE NORTHWEST CORNER OF SAID 0.82 ACRE TRACT, SAID 5/8-INCH IRON ROD WITH CAP BEING AT THE SOUTHWEST CORNER OF THE CALLED 0.020 ACRE TRACT, SAID 5/8-INCH IRON ROD WITH CAP BEING AT THE SOUTHWEST CORNER OF THE CALLED 0.076 ACRE TRACT CONVEYED UNTO THE STATE OF TEXAS AS RECORDED UNDER CLERK'S FILE NO. R725586 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, SAID 5/8-INCH IRON ROD WITH CAP BEING IN SAID SOUTH RIGHT-OF-WAY LINE OF NASA ROAD 1, SAID 5/8-INCH IRON ROD WITH CAP BEING IN THE EAST LINE OF SAID 1.18 ACRE TRACT, SAID 5/8-INCH IRON ROD WITH CAP BEING THE NORTHEAST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED 3.091 ACRE TRACT HAVING A GRID COORDINATE VALUE OF N=13,773,845.99, E=3,224,524.66;

THENCE, SOUTH 05 DEGREES 36 MINUTES 20 SECONDS EAST, WITH SAID EAST LINE OF THE 3.18 ACRE TRACT COMMON WITH THE WEST LINE OF SAID 0.62 ACRE TRACT, FOR A DISTANCE OF 413.34 FEET, TO A POINT BEING AT THE BULK HEAD, SAID POINT BEING AT THE SOUTHWEST CORNER OF SAID 3.18 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 3.091 ACRE TRACT;

THENCE, SOUTH 87 DEGREES 29 MINUTES 51 SECONDS WEST, WITH THE SOUTH LINE OF SAID 3.18 ACRE TRACT, FOR A DISTANCE OF 117.27 FEET, TO A POINT FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED 3.091 ACRE TRACT;

THENCE, NORTH 85 DEGREES 22 MINUTES 55 SECONDS WEST, CONTINUING WITH SAID SOUTH LINE OF THE 3.18 ACRE TRACT AND ALONG THE FACE OF AN EXISTING BULK HEAD, FOR A DISTANCE OF 130.96 FEET, TO A POINT FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED 3.091 ACRE TRACT;

THENCE, NORTH 84 DEGREES 06 MINUTES 05 SECONDS WEST, CONTINUING WITH SAID SOUTH LINE OF THE 3.18 ACRE TRACT AND ALONG THE FACE OF AN EXISTING BULK HEAD, FOR A DISTANCE OF 105.38 FEET, TO A POINT IN THE EAST LINE OF THE CALLED 1,2001 ACRE TRACT CONVEYED UNTO C.W. SCHELLEKOPF AS RECORDED UNDER CLERK'S FILE NO. U041710 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, SAID POINT BEING AT THE SOUTHWEST CORNER OF SAID 3.18 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 3.091 ACRE TRACT;

THENCE, NORTH 02 DEGREES 51 MINUTES 30 SECONDS WEST, WITH THE WEST LINE OF SAID 3.18 ACRE TRACT COMMON WITH SAID EAST LINE OF THE 1,2001 ACRE TRACT, FOR A DISTANCE OF 364.82 FEET, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "GORRONDONA AND ASSOCIATES, INC." SET AT THE SOUTHWEST CORNER OF SAID 0.076 ACRE TRACT, SAID 5/8-INCH IRON ROD WITH CAP BEING IN THE SOUTHWEST CORNER OF THE CALLED 0.036 ACRE TRACT CONVEYED UNTO THE STATE OF TEXAS AS RECORDED UNDER CLERK'S FILE NO. R008782 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, SAID 5/8-INCH IRON ROD WITH CAP BEING IN SAID SOUTH RIGHT-OF-WAY LINE OF NASA ROAD 1, SAID 5/8-INCH IRON ROD WITH CAP BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 3.082 ACRE TRACT;

THENCE, NORTH 84 DEGREES 41 MINUTES 34 SECONDS EAST, WITH SAID SOUTH RIGHT-OF-WAY LINE OF NASA ROAD 1 COMMON WITH SAID SOUTH LINE OF SAID 0.076 ACRE TRACT, FOR A DISTANCE OF 105.38 FEET, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "GORRONDONA AND ASSOCIATES, INC." SET FOR THE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 11,514.16 FEET, A CENTRAL ANGLE OF 90 DEGREES 13 MINUTES 19 SECONDS AND WITH A CHORD BEARING OF NORTH 84 DEGREES 35 MINUTES 03 SECONDS EAST, AT A CHORD LENGTH OF 44.58 FEET;

THENCE, CONTINUING WITH SAID SOUTH RIGHT-OF-WAY LINE OF NASA ROAD 1 COMMON WITH SAID 0.076 ACRE TRACT, FOR AN ARC DISTANCE OF 44.58 FEET, TO THE **POINT OF BEGINNING**, CONTAINING 3.091 ACRES (134,631 SQUARE FEET) OF LAND, MORE OR LESS.

GENERAL NOTES

- THE SUBJECT SITE IS LOCATED WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA ACCORDING TO THE MOST RECENT OFFICIAL INSURANCE RATE MAP, DATED JANUARY 6, 2017, MAP NO. 48202C108SM, PROMULGATED BY THE ADMINISTRATOR OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF THE UNITED STATES. THE SUBJECT SITE IS LOCATED IN ZONE AE (BASE FLOOD ELEVATIONS DETERMINED) AND ZONE VE (COASTAL FLOOD WITH VELOCITY HAZARD (WAVE ACTION)). BASE FLOOD ELEVATIONS DETERMINED, PROMULGATED BY THE ADMINISTRATOR OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF THE UNITED STATES. ANY REFERENCE TO THE 100 YEAR FLOOD PLAN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON DATA PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE PROGRAM AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY.
- FLOODPLAIN LINES AND ZONES SHOWN HEREON AREA BASED UPON DIGITAL IMAGES OBTAINED FROM FEMA, WHILE THE DEPICTION AND LOCATIONS ARE AN HARMONY WITH THE CURRENT FEMA FIRMS, THEY AREA DEPICTED AS A VISUAL AID AND THE SURVEYOR CANNOT WARRANT THE LIMITS OR EXTENTS OF POSSIBLE FLOODING IN ANY GIVEN EVENT.
- THE SURVEYOR HAS RELIED ON THE COMMITMENT FOR TITLE INSURANCE G.F. NO. NCS-1134592-H0U1, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY EFFECTIVE DATE: JUNE 10, 2022 ISSUED DATE: JUNE 21, 2022, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR EASEMENTS AFFECTING THE SUBJECT PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR.
- THIS TRACT HAD NO VISIBLE EVIDENCE OF A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL BASED ON THE ON-THE-FIELD OBSERVATION DURING THE SURVEY PERFORMED ON JULY 2022.
- THIS TRACT HAD NO VISIBLE EVIDENCE OF ANY EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITION BASED ON THE ON-THE-FIELD OBSERVATION DURING THE SURVEY PERFORMED ON JULY 2022.
- THIS TRACT HAD NO VISIBLE EVIDENCE OF ANY RECENT STREET OF SIDEWALK CONSTRUCTION OR REPAIRS BASED ON THE ON-THE-FIELD OBSERVATION DURING THE SURVEY PERFORMED ON JULY 2022.
- THE SURVEY SHOWN HEREON DOES NOT DETERMINE THE LIMITS OF THE JURISDICTIONAL RIGHTS THAT MAY BE IN AFFECT, BUT ONLY DESCRIBES THE LIMITS OF THE PROPERTY COVERED BY THE RECORDED DEEDS.

HORIZONTAL DATUM

BASIS OF COORDINATES:
ALL BEARINGS AND COORDINATES SHOWN ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1982, SOUTH CENTRAL ZONE (GDA84), NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), HOLDING HARRIS COUNTY REFERENCE MARK NO. 010245 AND UTILIZING SATELLITE OBSERVATIONS. ALL DISTANCES SHOWN ARE SURFACE VALUES (U.S. SURVEY FEET). ADEQUATE SHOWN WAS CALCULATED USING SURFACE VALUES.
THE POSTED COMBINED SCALE FACTOR OF HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 010245 IS 0.9998713.

VERTICAL DATUM

Benchmark:
Primary Benchmark:
HARRIS COUNTY REFERENCE MARK NO. 010245 IS LOCATED FROM THE INTERSECTION OF SPACE CENTER BLVD AND NASA RD, 1.65 MALES TO THE BRIDGE OVER TAYLOR LAKE, ELEVATION: 11.21 (NAVD83) (2001 ADJUSTMENT) (GEOID99 CONUS)

REVISION NO.	REVISION NOTES	REVISED BY	CHKED BY	REV DATE
1	-----	--	---	-----

ALTA/NSPS LAND TITLE SURVEY OF A 3.091 ACRE TRACT OF LAND OUT OF THE RITSON MORRIS SURVEY, A-52 HARRIS COUNTY, TEXAS

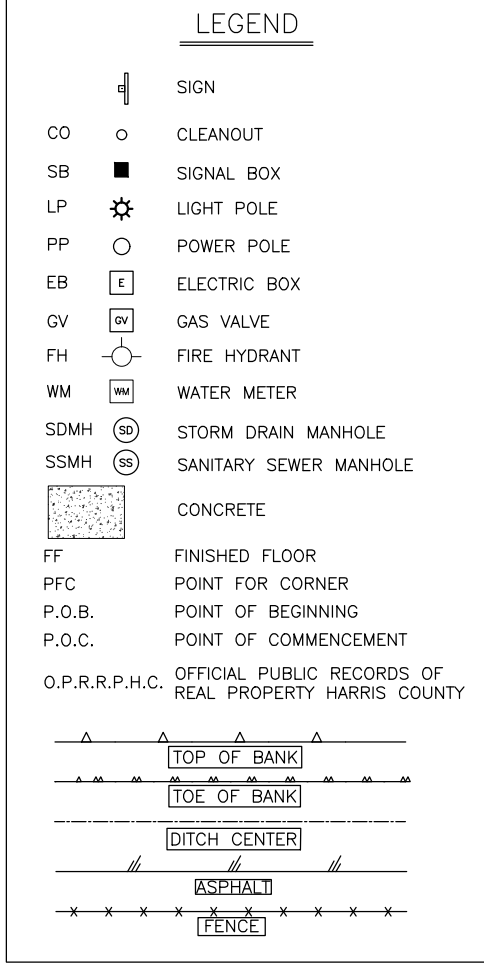
WARD, GETZ & ASSOCIATES, PLLC
4526 RESEARCH FOREST DRIVE, SUITE 175
THE WOODLANDS, TEXAS 77381
713.789.1900

GORRONDONA & ASSOCIATES, INC.
15710 JOHN F. KENNEDY BLVD, SUITE 200
HOUSTON, TEXAS 77032
PHONE: (218)929-9752
TEXAS FIRM REGISTRATION NO. 10106902

JOB NO. WG&A2201.00	DATE: 07-19-2022	CHK BY: KM	DWN BY: RDM
---------------------	------------------	------------	-------------

EXHIBIT C

BAYOU VIEW DRIVE



SCHEDULE B
EXCEPTIONS FROM COVERAGE
COMMITMENT NO. 6914
G.F. NO. OR FILE NO. NCS-1134592-H0U1
EFFECTIVE DATE: JUNE 10, 2022
ISSUED DATE: JUNE 21, 2022

IN ADDITION TO THE EXCLUSIONS AND CONDITIONS AND STIPULATIONS, YOUR POLICY WILL NOT COVER LOSS, COSTS, ATTORNEY'S FEES, AND EXPENSES RESULTING FROM:

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW (WE MUST EITHER INSERT SPECIFIC RECORDING DATA OR SEE ITEM 10) BELOW:
2-9. GENERAL EXCEPTIONS

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION):

A. ITEM NO. 1, SCHEDULE B, IS HEREBY DELETED.
B. RIGHTS OF PARTIES IN POSSESSION.

C. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY WHETHER DEDICATED OR NOT.

D. ALL ENCUMBRANCES, VIOLATIONS, VARIATIONS, OR ADVERSE CIRCUMSTANCES AFFECTING TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND, INCLUDING, WITHOUT LIMITATION, ALL VISIBLE AND APPARENT EASEMENTS OR USES AND ALL UNDERGROUND EASEMENTS OR USES, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. (MAY BE AMENDED OR DELETED UPON APPROVAL OF SURVEY.)

E. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS, INCLUDING BUT NOT LIMITED TO THAT CERTAIN UNRECORDED LEASE DATED MAY 13, 1984, AS EVIDENCED BY INSTRUMENT FILED OF RECORD ON DECEMBER 28, 1995, UNDER COUNTY CLERK'S FILE NO. R725587, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS, (DOES NOT AFFECT PROPERTY) (NOT PLOTTED)

F. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND INTERESTS RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST (UNABLE TO LOCATE TRACT)

G. UNRECORDED EASEMENT DATED OCTOBER 29, 1941, IN FAVOR OF HARRIS COUNTY, AS EVIDENCED BY THAT CERTAIN DEED RECORDED SEPTEMBER 30, 1960, IN VOLUME 4157, PAGE 341 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, (DOES NOT AFFECT PROPERTY) (NOT PLOTTED) (RELEASE OF AN EASEMENT)

H. UNRECORDED EASEMENT DATED APRIL 29, 1942, IN FAVOR OF HOUSTON LIGHTING & POWER COMPANY, AS EVIDENCED BY THAT CERTAIN DEED RECORDED SEPTEMBER 30, 1960, IN VOLUME 4157, PAGE 341 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, AS AFFECTED BY THAT CERTAIN PARTIAL RELEASE OF EASEMENT SET FORTH BY INSTRUMENT RECORDED MARCH 1, 1982, UNDER COUNTY CLERK'S FILE NO. H349561 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, (DOES NOT AFFECT PROPERTY) (NOT PLOTTED) (RELEASE OF AN EASEMENT)

I. UNRECORDED EASEMENT 10 FEET WIDE, AND AN UNOBTAINED AERIAL EASEMENT 20 FEET WIDE FROM A PLANE 30 FEET ABOVE THE GROUND UPWARD CENTERED ON THE EASEMENT, TOGETHER WITH RIGHTS OF EGRESS AND INGRESS TO AND FROM SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, INSPECTING, REPAIRING, MAINTAINING, REPLACING AND REMOVING DISTRIBUTION LINES, AS EVIDENCED AND AS AFFECTED BY THAT CERTAIN PARTIAL RELEASE OF EASEMENT SET FORTH BY INSTRUMENT RECORDED MARCH 1, 1982, UNDER COUNTY CLERK'S FILE NO. H349561 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, (DOES NOT AFFECT PROPERTY) (NOT PLOTTED) (RELEASE OF AN EASEMENT)

J. TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THAT CERTAIN MEMORANDUM OF COMMERCIAL COASTAL EASEMENT NO. LC 300010, AS SET FORTH AND DEFINED BY INSTRUMENT RECORDED FEBRUARY 21, 2011, UNDER COUNTY CLERK'S FILE NO. 20110070691 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS.

K. TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THAT CERTAIN ORDER SETTING BUILDING LINES, AS SET FORTH AND DEFINED BY INSTRUMENTS RECORDED FEBRUARY 12, 1960 AND AUGUST 24, 1962, RESPECTIVELY, IN VOLUME 3356, PAGE 98 AND VOLUME 4844, PAGE 124 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, (DOES NOT AFFECT PROPERTY) (NOT PLOTTED)

L. MINERAL AND/OR ROYALTY INTEREST: RECORDED IN VOLUME 1399, PAGE 314, OF THE DEED RECORDS, OF HARRIS COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN INVESTIGATED SUBSEQUENT TO THE DATE OF THE FOREGOING INSTRUMENT. (THE PARENT TRACT OF THIS DOCUMENT WAS NOT PROVIDED)

M. OIL, GAS AND MINERAL LEASE, AND ALL TERMS, CONDITIONS AND STIPULATIONS THEREIN: RECORDED IN COUNTY CLERK'S FILE NO. 5006264, OF THE OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS.

N. ANY TITLES OR RIGHTS ASSERTED BY ANYONE, INCLUDING BUT NOT LIMITED TO PERSONS, THE PUBLIC, CORPORATIONS, GOVERNMENTS OR OTHER ENTITIES:
1) TO TOWARDS, OR LANDS COMPRISING THE SHORES OR BEDS OF NAVIGABLE OR PERENNIAL RIVERS AND STREAMS, LAKES, BAYS, GULFS OR OCEANS, OR
2) TO LANDS BEYOND THE LINE OF THE HARBOR OR BULKHEAD LINES AS ESTABLISHED OR CHANGED BY ANY GOVERNMENT, OR
3) TO FILLETS IN LANDS, OR ARTIFICIAL ISLANDS, OR
4) TO STATUTORY WATER RIGHTS, INCLUDING RIPARIAN RIGHTS, OR
5) TO THE AREA EXTENDING FROM THE LINE OF MEAN LOW TIDE TO THE LINE OF VEGETATION, OR THE RIGHTS OF ACCESS TO THAT AREA OR EASEMENT ALONG AND ACROSS THE AREA.

O. SUBJECT PROPERTY ABUTS A NON-ACCESS OR A LIMITED-ACCESS ROAD, HIGHWAY OR FREEWAY. THIS COMPANY DOES NOT INSURE THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID ROAD, HIGHWAY OR FREEWAY, AND ASSUMES NO LIABILITY IN CONNECTION THEREWITH.

CERTIFIED TO:

PHGC INVESTMENTS
A TEXAS PARTNERSHIP COMPOSED OF PETE H. PAPPAS, HARRIS J. PAPPAS, CHRISTOPHER J. PAPPAS AND GREGORY J. PAPPAS
FIRST AMERICAN TITLE INSURANCE COMPANY
WARD, GETZ & ASSOCIATES, PLLC



KEVIN MARQUEZ
08-05-2022
DATE
6914
R.P.L.S. No.

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 16(a), 17(b), 18, 19(b), 13, 14, 16, 17, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 27, 2022.

PROPERTY ADDRESS: 3805 & 3813 NASA ROAD 1, SEABROOK, TX 77586



Metes and Bounds Description
Of 3.091 Acres of Land
Out of The
Ritson Morris Survey, Abstract No. 52
Harris County, Texas

BEING a 3.091 acre tract of land located in the Ritson Morris Survey, Abstract No. 52, Harris County, Texas, being out of the called 3.18 acre tract conveyed unto PHCG Investments as recorded under Clerk's File No. P511078 of the Official Public Records of Real Property of Harris County, said 3.091 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1-inch iron pipe found at the northeast corner of the called 0.82 acre tract conveyed unto 3713 Nasa Road One LLC as recorded under Clerk's File No. RP-2017-222484 of the Official Public Records of Real Property of Harris County, said 1-inch iron pipe being at the southeast corner of the called 0.020 acre tract conveyed unto the State of Texas as recorded under Clerk's File No. R181685 of the Official Public Records of Real Property of Harris County, said 1-inch iron pipe being in the south right-of-way of line of Nasa Road 1 also known as FM 528 (a 110-foot wide public right-of-way), said 1-inch iron pipe being on a curve to the right, having a radius of 11,514.16 feet, a central angle of 00 degrees 26 minutes 54 seconds and with a chord bearing of South 84 degrees 14 minutes 57 seconds West, at a chord length of 90.08 feet, said 1-inch iron pipe having a grid coordinate value of N=13,773,855.15, E=3,224,614.27; **THENCE**, with said south right-of-way line of Nasa Road 1 and with said curve to the right, for an arc distance of 90.08 feet, to a 5/8-inch iron rod with cap stamped "Gorrrondona and Associates, Inc." set at the northwest corner of said 0.82 acre tract, said 5/8-inch iron rod with cap being at the southwest corner of said 0.020 acre tract, said 5/8-inch iron rod with cap being at the southeast corner of the called 0.076 acre tract conveyed unto the State of Texas as recorded under Clerk's File No. R725586 of the Official Public Records of Real Property of Harris County, said 5/8-inch iron rod with cap being in said south right-of-way line of Nasa Road 1, said 5/8-inch iron rod with cap being in the east line of said 3.18 acre tract, said 5/8-inch iron rod with cap being the northeast corner and **POINT OF BEGINNING** of the herein described 3.091 acre tract having a grid coordinate value of N=13,773,845.99, E=3,224,524.66;

THENCE, South 05 degrees 36 minutes 25 seconds East, with said east line of the 3.18 acre tract common with the west line of said 0.82 acre tract, for a distance of 413.34 feet, to a point being at the bulk head, said point being at the southeast corner of said 3.18 acre tract and being the southeast corner of the herein described 3.091 acre tract;

THENCE, South 87 degrees 29 minutes 51 seconds West, with the south line of said 3.18 acre tract, for a distance of 117.27 feet, to a point for an angle corner of the herein described 3.091 acre tract;

THENCE, North 85 degrees 22 minutes 55 seconds West, continuing with said south line of the 3.18 acre tract and along the face of an existing bulk head, for a distance of 130.96 feet, to a point for an angle corner of the herein described 3.091 acre tract;

THENCE, North 84 degrees 06 minutes 05 seconds West, continuing with said south line of the 3.18 acre tract and along the face of an existing bulk head, for a distance of 105.38 feet, to a point in the east line of the called 1.2001 acre tract conveyed unto C.W. Schoellkopf as recorded under Clerk's File No. U041710 of the Official Public Records of Real Property of Harris County, said point being at the southwest corner of said 3.18 acre tract and being the southwest corner of the herein described 3.091 acre tract;

THENCE, North 02 degrees 51 minutes 30 seconds West, with the west line of said 3.18 acre tract common with said east line of the 1.2001 acre tract, for a distance of 364.82 feet, to a 5/8-inch iron rod with cap stamped "Gorronдона and Associates, Inc." set at the southwest corner of said 0.076 acre tract, said 5/8-inch iron rod with cap being in the southeast corner of the called 0.036 acre tract conveyed unto the State of Texas as recorded under Clerk's File No. R080782 of the Official Public Records of Real Property of Harris County, said 5/8-inch iron rod with cap being in said south right-of-way line of Nasa Road 1, said 5/8-inch iron rod with cap being the northwest corner of the herein described 3.082 acre tract;

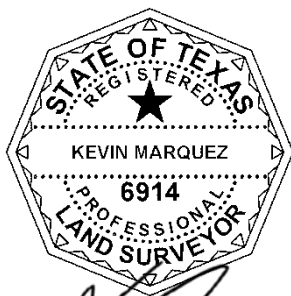
THENCE, North 84 degrees 41 minutes 54 seconds East, with said south right-of-way line of Nasa Road 1 common with said south line of said 0.076 acre tract, for a distance of 287.17 feet, to a 5/8-inch iron rod with cap stamped "Gorronдона and Associates, Inc." set for the curvature of a curve to the left, having a radius of 11,514.16 feet, a central angle of 00 degrees 13 minutes 19 seconds and with a chord bearing of North 84 degrees 35 minutes 03 seconds East, at a chord length of 44.58 feet;

THENCE, continuing with said south right-of-way line of Nasa Road 1 common with said 0.076 acre tract, for an arc distance of 44.58 feet, to the **POINT OF BEGINNING**, containing 3.091 acres (134,631 square feet) of land, more or less.

NOTE: All bearings and coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1983, South Central Zone (4204) and may be converted to surface by applying a combined scale factor of 0.9998713. Distances shown have surface values (U.S. Survey Feet) and acreage shown was calculated using surface values.

*** SURVEYOR'S CERTIFICATE ***

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.



By: _____
Surveyor's Name: Kevin Marquez
Registered Professional Land Surveyor, Texas No. 6914
Date: August 05, 2022
Job No. WG&A2201.00

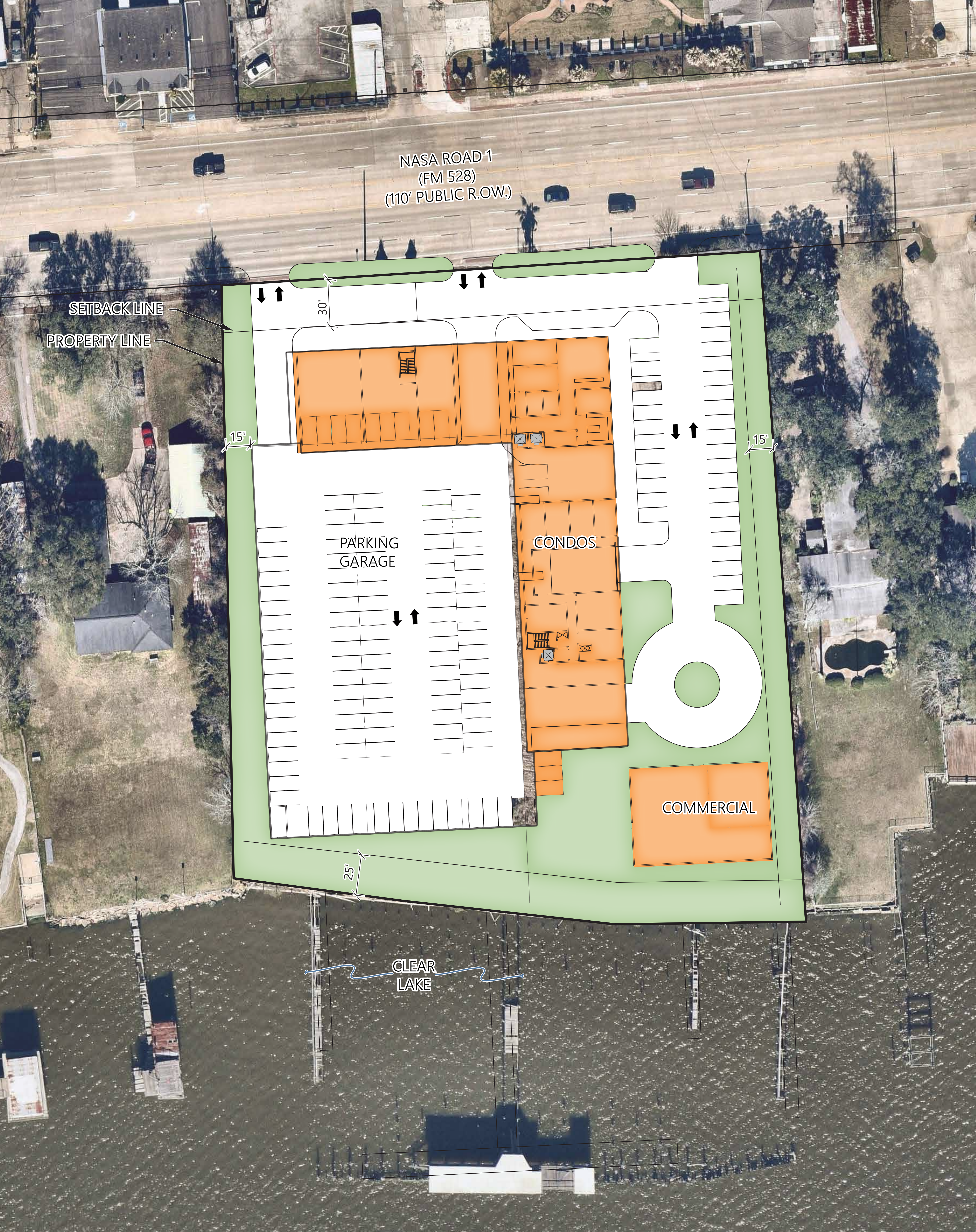


EXHIBIT
E-1

Prepared for
HIGHLAND RESOURCES, INC.

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A Site Plan For

RESIDENCES AT HIGHLAND CENTER

±3.09 Acres of Land
Seabrook, Texas

Project #: 4031-38001

Reference Date: 03-21-2023



LJA Planning +
Landscape
Architecture

RELATIONSHIPS | PROCESS | DESIGN

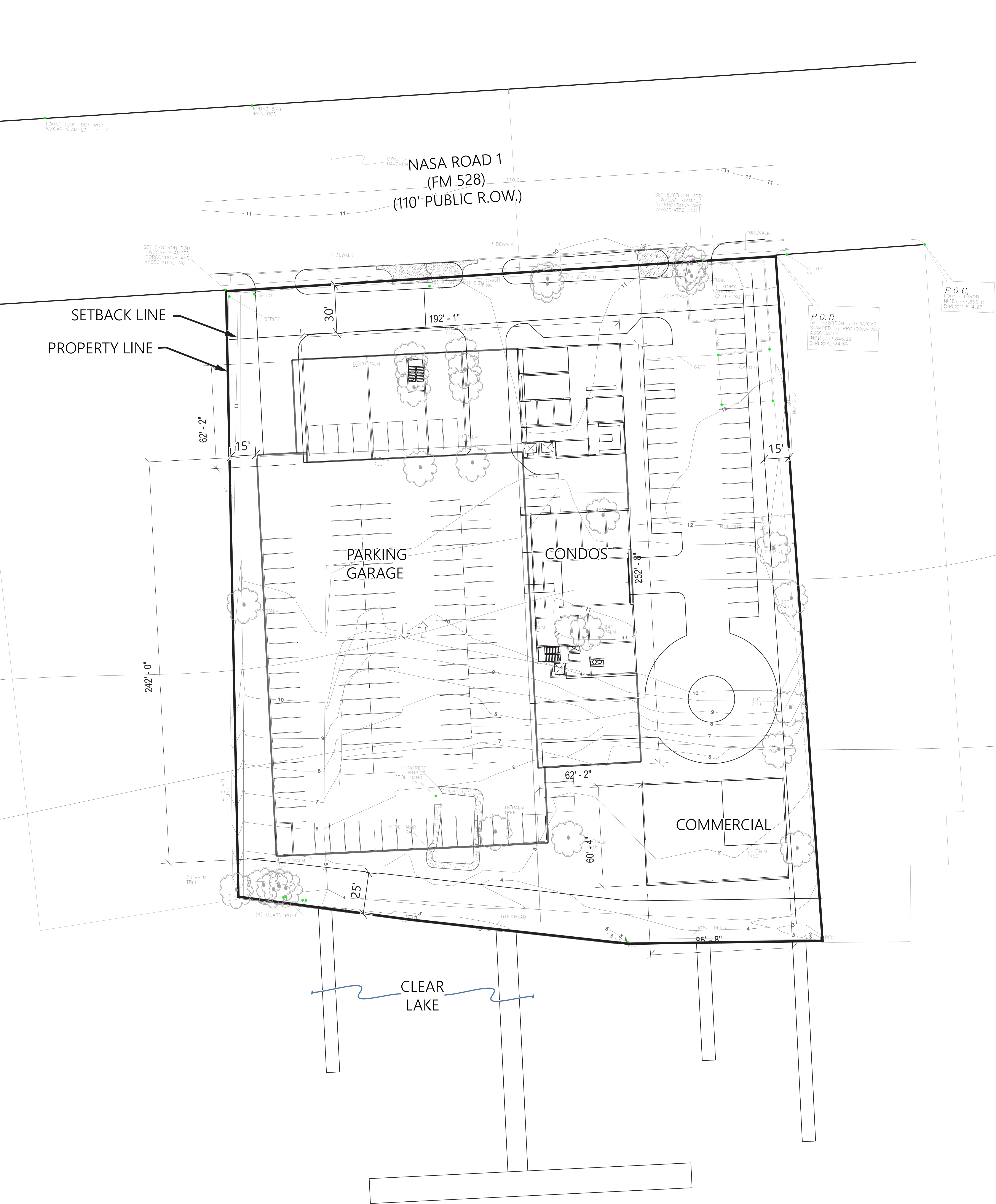


EXHIBIT E-2

Prepared for
HIGHLAND RESOURCES, INC.

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A Site Plan For

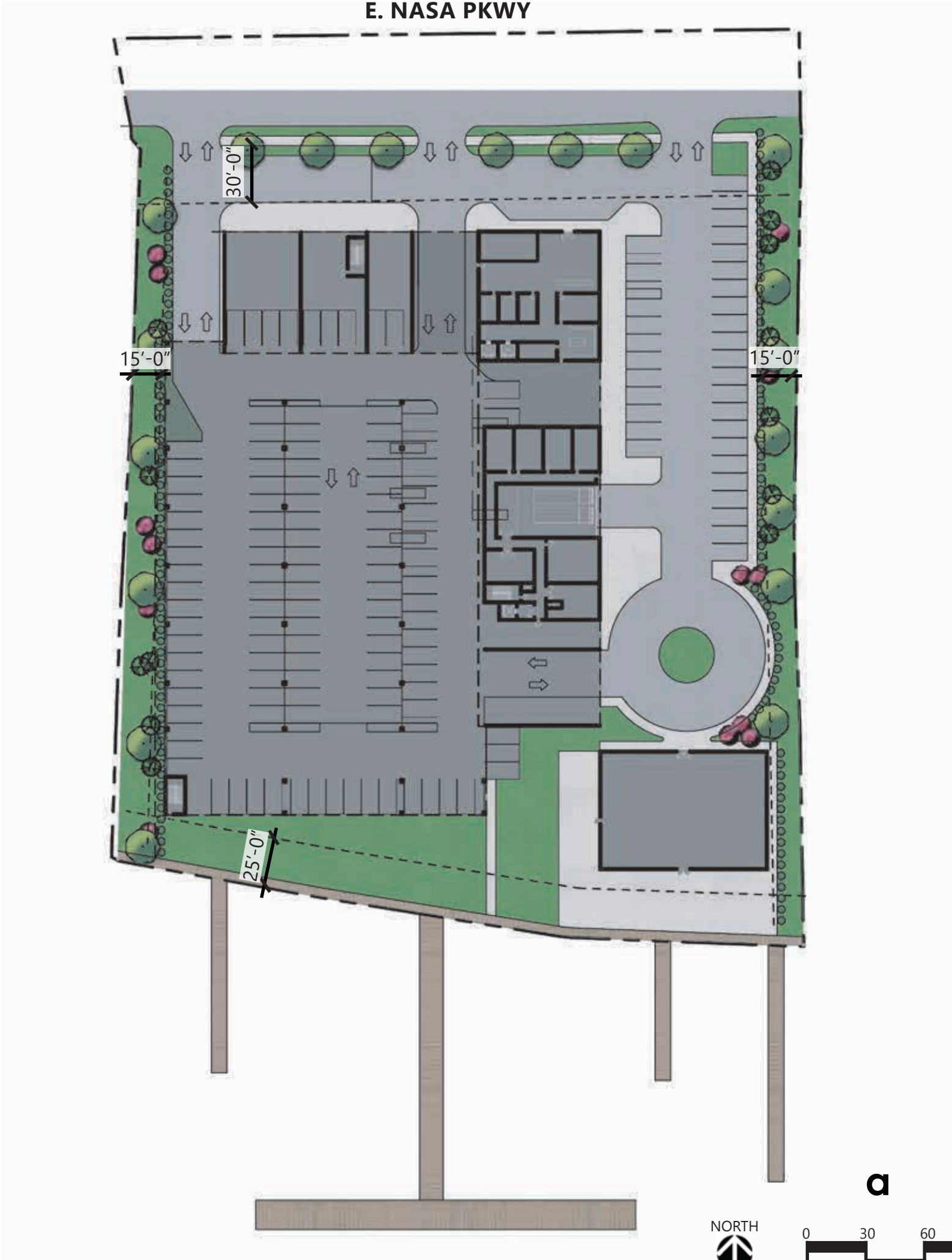
**RESIDENCES AT
HIGHLAND CENTER**

±3.09 Acres of Land
Seabrook, Texas
Project #: 4031-38001

Reference Date: 03-21-2023

LJA Planning + Landscape Architecture

RELATIONSHIPS | PROCESS | DESIGN



Land Use	Zoning District	Approximate Acerage	% Gross Acerage
Community Land Uses			
Surface Parking	WAD	± 0.5	
Parking Garage	WAD	± 1.0	
Landscape/ Open Space	WAD	± 0.9	
Subtotal		± 2.4	77.4%
Commercial Land Uses			
Commerical	WAD	± 0.2	
Subtotal		± 0.2	6.5%
Residential Land Uses			
Multi-Family	WAD	± 0.5	
Subtotal		± 0.5	16.4%
Totals		± 3.1	100.0%

Required Plant Type	Plants Required	Plants Provided
Canopy Tree	19	19
Understory Tree	13	13
Evergreen	13	13
Shrub	133	133

- Commercial/Retail
- i. Minimum front setback: 30 feet
 - ii. Minimum side setback: 15 feet
 - iii. Minimum rear setback: 25 feet

EXHIBIT

Prepared for
HIGHLAND RESOURCES, INC.

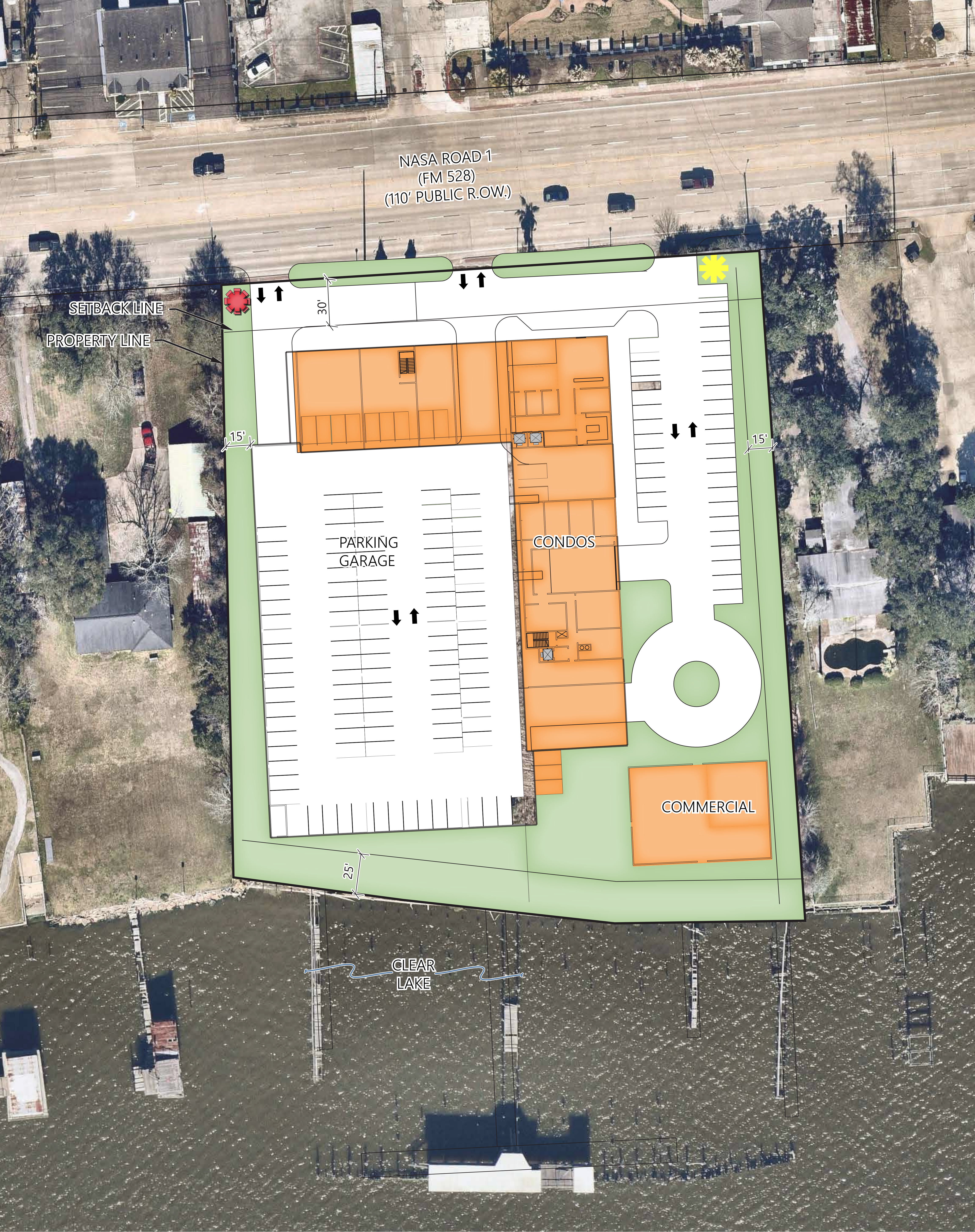
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A Landscape Plan For

RESIDENCES AT HIGHLAND CENTER

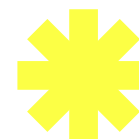
±3.09 Acres of Land
Seabrook, Texas
Project #: 4031-38001



Prepared for
HIGHLAND RESOURCES, INC.

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Legend

-  City of Seabrook Sign
-  Development Sign

A Signage Location Exhibit For

**RESIDENCES AT
HIGHLAND CENTER**

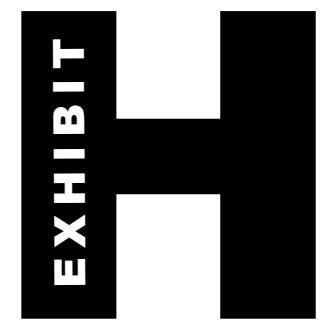
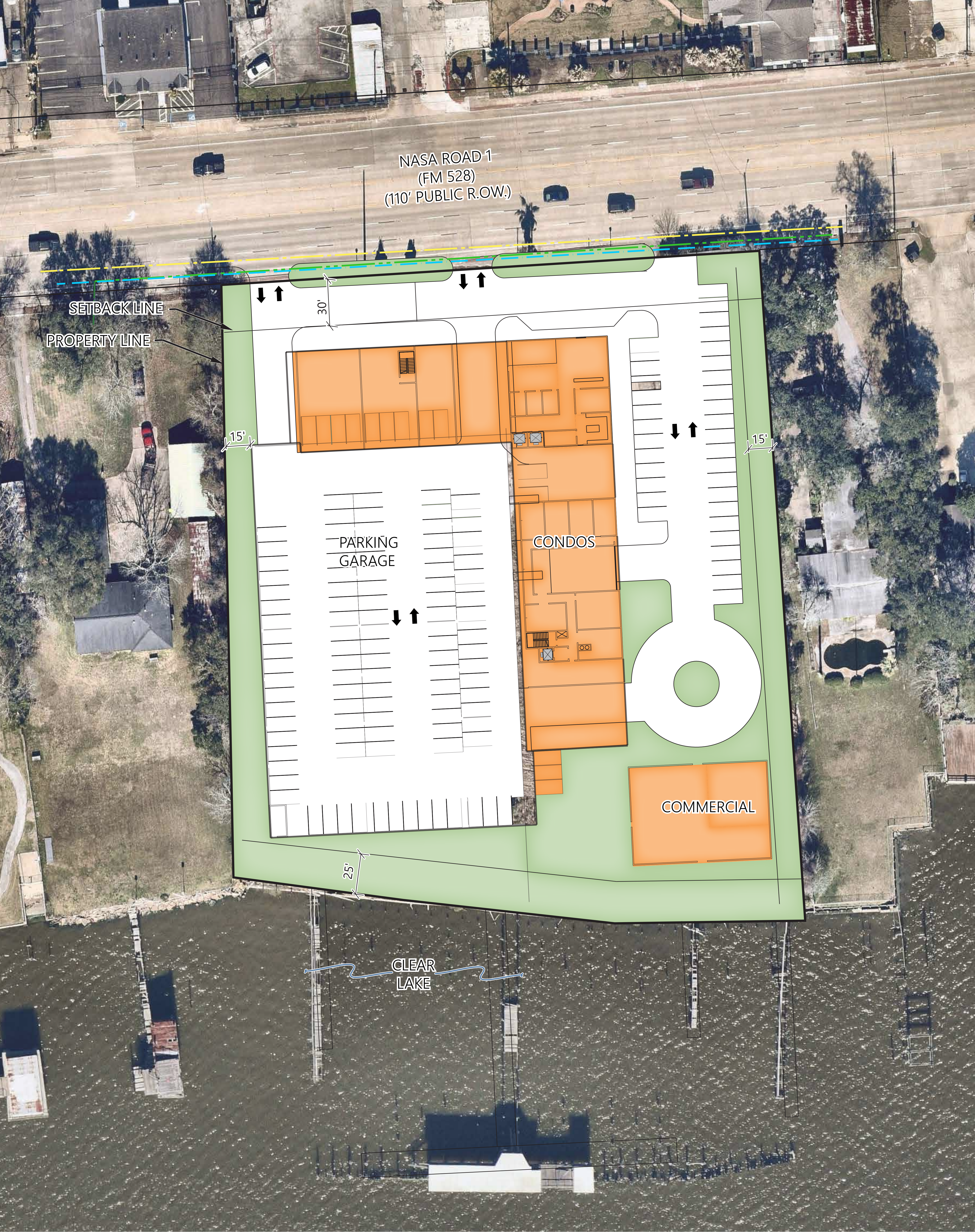
±3.09 Acres of Land
Seabrook, Texas

Project #: 4031-38001

Reference Date: 03-21-2023



RELATIONSHIPS | PROCESS | DESIGN



Prepared for
HIGHLAND RESOURCES, INC.

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Legend

- 8" Water Line
- 8" Gravity Sewer Line
- 6" Gas Line

An Existing Utility Plan For

RESIDENCES AT HIGHLAND CENTER

±3.09 Acres of Land
Seabrook, Texas
Project #: 4031-38001

Reference Date: 03-21-2023



RELATIONSHIPS | PROCESS | DESIGN



EXHIBIT -1

Planned Unit Development
Renderings of Elevation Exhibit

RESIDENCES AT HIGHLAND CENTER

±3.09 Acres of Land
Seabrook, Texas
Project #: 4031-38001

Prepared for
HIGHLAND RESOURCES, INC.

Reference Date: 03.21.2023



RELATIONSHIPS | PROCESS | DESIGN

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EXHIBIT

-2

Planned Unit Development
Renderings of Elevation Exhibit

RESIDENCES AT HIGHLAND CENTER

±3.09 Acres of Land
Seabrook, Texas
Project #: 4031-38001

Prepared for
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Reference Date: 03.21.2023



RELATIONSHIPS | PROCESS | DESIGN

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EXHIBIT - 3

Planned Unit Development
Renderings of Elevation Exhibit
RESIDENCES AT HIGHLAND CENTER

Prepared for
HIGHLAND RESOURCES, INC.

±3.09 Acres of Land
Seabrook, Texas
Project #: 4031-38001

Reference Date: 03.21.2023



RELATIONSHIPS | PROCESS | DESIGN

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EXHIBIT

-4

Planned Unit Development
Renderings of Elevation Exhibit

RESIDENCES AT HIGHLAND CENTER

±3.09 Acres of Land
Seabrook, Texas
Project #: 4031-38001

Prepared for
HIGHLAND RESOURCES, INC.

Reference Date: 03.21.2023

LJA / Planning +
Landscape
Architecture

RELATIONSHIPS | PROCESS | DESIGN



EXHIBIT -5

Planned Unit Development
Renderings of Elevation Exhibit

RESIDENCES AT HIGHLAND CENTER

±3.09 Acres of Land
Seabrook, Texas
Project #: 4031-38001

Reference Date: 03.21.2023

Prepared for
HIGHLAND RESOURCES, INC.

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LJA / Planning +
Landscape
Architecture

RELATIONSHIPS | PROCESS | DESIGN



EXHIBIT - 6

Planned Unit Development
Renderings of Elevation Exhibit

RESIDENCES AT HIGHLAND CENTER

±3.09 Acres of Land
Seabrook, Texas
Project #: 4031-38001

Prepared for
HIGHLAND RESOURCES, INC.

Reference Date: 03.21.2023



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EXHIBIT - 7

Planned Unit Development
Renderings of Elevation Exhibit

RESIDENCES AT HIGHLAND CENTER

Prepared for
HIGHLAND RESOURCES, INC.

±3.09 Acres of Land
Seabrook, Texas
Project #: 4031-38001

Reference Date: 03.21.2023



RELATIONSHIPS | PROCESS | DESIGN

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EXHIBIT -8

Prepared for
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Planned Unit Development
Renderings of Elevation Exhibit

RESIDENCES AT HIGHLAND CENTER

±3.09 Acres of Land
Seabrook, Texas
Project #: 4031-38001

Reference Date: 03.21.2023





Agenda Briefing

Date of Meeting: September 3, 2024

Responsible Department: Public Affairs

Presenter: Mick Barnabo, Multimedia Producer

Briefing Prepared By: Gayle Cook

Strategic Focus Area:

General Information:

Consider and take all appropriate action on extending video recording and livestreaming to all boards & commissions.

Executive Summary / Background:

On August 20, 2024, Seabrook City Council considered the item and it was postponed.

The pilot program for introducing audio visual recording of city council meetings was completed and authorized by city council to extend. An item was placed for deliberation to discuss the introduction of livestreaming of city council meetings and was approved. A subsequent item was then placed before the council for consideration of extending the audio visual recording and livestreaming combination to all boards commissions specifically just the EDC, P&Z and BOA.

This item takes up the postponed item with the city council including information pertaining to ongoing annual General Fund costs. At the time of August 20, 2024, meeting the staff did not have a corrected and final certified tax roll from Harris County Appraisal District (HCAD) in hand to confirm the revenues for the General Fund.

Funding / Fiscal Information:

General Fund

Supporting Materials Attached:

1. Presentation
2. Data

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.



REPORT TO CITY COUNCIL

ON THE FY25 PEG BUDGET AND THE COST OF IMPLEMENTING SWAGIT

SEPTEMBER 3, 2024

RECAP



\$22,200
\$9,500

BASIC

- 75 MEETINGS
- 1 time PEG Cost: \$9,500
- Recurring General Fund Cost: \$22,200
- 1 Camera Feed
- Reliable 24/7
- Indexes, Streams, and Posts Meetings

\$39,970
\$ 60,000

PREMIUM

- 75 MEETINGS
- 1 time PEG Cost: \$60,000
- Recurring General Fund Cost: \$39,970
- Full Video Service 24/7
- City staff go back to original job duties

PEG BUDGET COMPARISONS

NO SWAGIT

ADJUSTED
STAFF BUDGET

\$70,916 BAL

\$485 supplies
\$35,565 capital

EQUIPMENT ONLY

SWAGIT - AVIOR
INSTALL

\$10,135 BAL

\$36,020 staff budget
\$60,000 swagit install

EQUIPMENT + FIRST YEAR

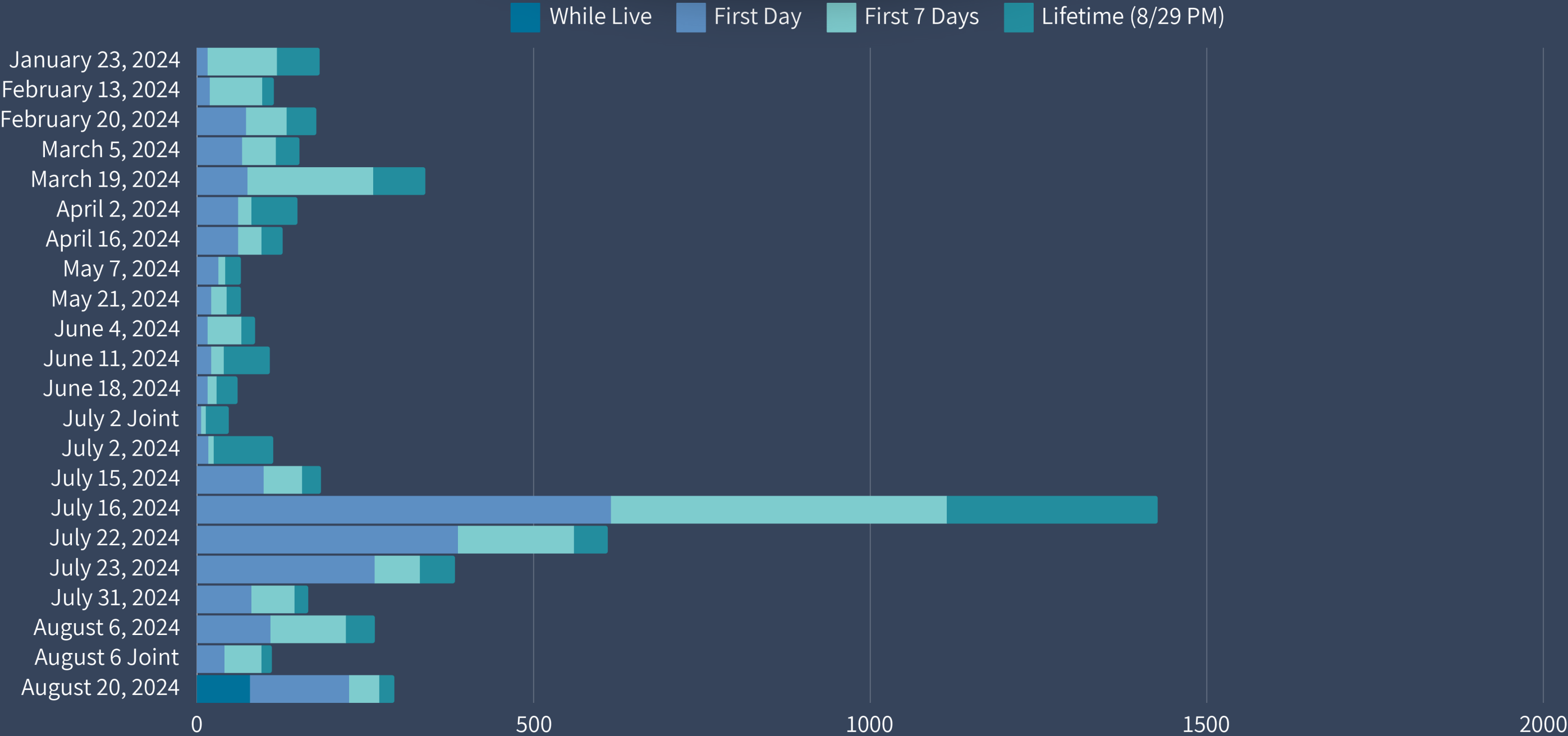
SWAGIT - AVIOR
INSTALL + 50 MTGS

-\$25,165 BAL

\$36,020 staff budget
\$60,000 swagit install
\$35,300 50 meetings

UPDATED ANALYTICS

ALL COUNCIL MEETINGS



THE FIRST LIVESTREAM

12 MAX CONCURRENT VIEWERS

9 VIEWS DURING MEETING



CONCURRENT VIEWERS

FROM THE AUGUST 6, 2024 PILOT PROGRAM RECAP



CURRENT SYSTEM

- RUSHWORKS A-LIST - **Purchased 2020**
- Only outputs to Comcast Channel 16
- Malfunctioning after Hurricane Beryl
- Out of warranty
- Windows 10 operating system
- No admin web interface, must connect via IP address in file manager
- Specific file format needed



ONLINE TRANSPARENCY

- Open Media
- Utilizes YouTube for hosting recordings
- Depends on YouTube automatic captions to create transcription
- Able to chapter/index public meetings



PROPOSED/BUDGETED SYSTEM

- CASTUS
- Sends signal to Comcast Channel 16 with scalability to stream online
- Linux-based operating system
- Admin web interface
- Multi file format support



ONLINE TRANSPARENCY - ADD'L FEATURES

- Provides a video-on-demand (VOD) portal
 - 2 TB of cloud storage w/ scalability
- Able to chapter/index public meetings
- Can create closed captions with a custom dictionary
- Can translate captions to over 70 languages
- Capable of also outputting streams to YouTube
- Can create a mobile app of the VOD portal
- Can create a TV app for Roku & Fire TVs of the VOD portal



CASTUS COST & COMPARISON



CASTUS HARDWARE + FIRST YEAR RECURRING

\$17,595

\$13,495 hardware
\$5,900 recurring
-\$1,800 support credit

1st year support covered in cost of hardware
Annual recurring costs includes video hosting, ability to index meetings, live-streaming, putting the PEG channel feed on the internet, **ADA compliance**

DIRECT COMPARISON SWAGIT - BASIC LEVEL FIRST YEAR COSTS

\$31,700

\$9,500 hardware
\$22,200 recurring

1st year cost is NOT included in the current Proposed FY25 PEG Budget
Cost does not include bringing meetings into ADA compliance

FY25 PROPOSED BUDGET FY25 PEG BUDGET DETAILS

\$38,773

\$20,000 for CASTUS purchase
additional \$18,773 budgeted for various video equipment

1st year cost of CASTUS is ALREADY in the budget
The \$13,495 hardware is NECESSARY to go into PEG franchise compliance following current system's malfunctions after Beryl

GENERAL FUND IMPACTS

A. SWAGIT EASE/STAFF HYBRID (75)	\$39,570.00
B. SWAGIT EASE ALL MEETINGS (75)	\$26,100.00
C. SWAGIT PRO ALL MEETINGS (75)	\$43.865.10
D. STAFF COUNCIL + BASIC CASTUS	\$18,370.00
E. BASIC CASTUS	\$11,635.00

	CITY STAFF		SWAGIT FULL SERVICE		SWAGIT INDEXING		"CASTUS CLOUD SERVICES (CCS)"		REQUIRES CCS TO USE	PEG UPKEEP
	CITY COUNCIL	ALL B&Cs (multi-camera)	SWAGIT AVIOR PRO 75 MEETINGS	SWAGIT AVIOR PRO 50 MEETINGS	SWAGIT EASE 75 MEETINGS	SWAGIT EASE 50 MEETINGS	CASTUS AS INDEX (720P)	CASTUS AS INDEX (1080P)	CASTUS CLOSED CAPTIONING (100HRS)	
ANNUAL CONTRACT			\$ 39,965.10	\$ 35,300.00	\$ 22,200.00	\$ 18,300.00	\$ 2,100.00	\$ 3,100.00	\$ 1,000.00	\$ 800.00
ANNUAL CONTRACT INCREASE			+7% Annually (negotiating to 5%)	+7% Annually (negotiating to 5%)	+7% Annually (negotiating to 5%)	+7% Annually (negotiating to 5%)	0%	0%	0%	0%
Cost of Personnel (min 2.5% increase each year)										
FY26 COST (if no lock-in agreement is made)	\$ 13,470.00	\$ 27,310.00								
	\$ 13,806.75	\$ 27,992.75	\$ 42,762.66	\$ 37,771.00	\$ 23,754.00	\$ 19,581.00	\$ 2,100.00	\$ 3,100.00	\$ 1,000.00	\$ 800.00
LIMITATIONS	Takes staff away from normal job duties		No storage cap, but cost is per-meeting	No storage cap, but cost is per-meeting	No storage cap, but cost is per-meeting	No storage cap, but cost is per-meeting	720p video quality, 2TB cloud storage	1080p video quality, 2TB cloud storage	Requires a CCS subscription to use	Above cost is for software updates only.
Optional Additional Costs	Personnel cost may change depending on staffing alterations						additional 2TB for \$100	additional 2TB for \$100		Higher tier support: \$1800 instead of \$800
							COST IS LOCKED IN FOR THE ENTIRETY OF OWNERSHIP			

OPTIONS	Personnel (NOT additional cost, just representation of time impact)		Swagit Costs	CCS Costs	Closed Captioning Costs	PEG Upkeep	BASE NON-PERSONNEL IMPACT	TOTAL BASE IMPACT ON GENERAL FUND	FY26 IMPACT
IN-HOUSE Council, Swagit EASE 75 Meetings, CASTUS Closed Captioning minimal	\$	13,470.00	\$ 22,200.00	\$ 2,100.00	\$ 1,000.00	\$ 800.00	\$ 26,100.00	\$ 39,570.00	\$ 41,460.75
Swagit EASE 75 Meetings (1CAM), CASTUS Closed Captioning	\$	-	\$ 22,200.00	\$ 2,100.00	\$ 1,000.00	\$ 800.00	\$ 26,100.00	\$ 26,100.00	\$ 27,654.00
Avior Pro ALL meetings (75 budget), CASTUS Closed Captioning	\$	-	\$ 39,965.10	\$ 2,100.00	\$ 1,000.00	\$ 800.00	\$ 43,865.10	\$ 43,865.10	\$ 46,662.66
IN-HOUSE Council, 1CAM Other B&Cs, CCS, CASTUS Closed Captioning	\$	13,470.00	\$ -	\$ 3,100.00	\$ 1,000.00	\$ 800.00	\$ 4,900.00	\$ 18,370.00	\$ 18,706.75
1CAM ALL B&Cs, CCS, CASTUS Closed Captioning	\$	6,735.00	\$ -	\$ 3,100.00	\$ 1,000.00	\$ 800.00	\$ 4,900.00	\$ 11,635.00	\$ 11,803.00

**CITY OF SEABROOK
MULTI-YEAR FINANCIAL OVERVIEW
PEG FUND - WITH SWAGIT AVIOR PRO SYSTEM INSTALL**

PEG	FOR FISCAL YEAR ENDING SEPTEMBER 30,					
	2021	ACTUALS 2022	2023	BUDGET 2024	FORECAST 2024	BUDGET 2025
FRANCHISE TAX	\$ 37,700.00	\$ 35,510.00	\$ 31,170.00	\$ 33,781.00	\$ 30,334.00	\$ 30,940.00
INTEREST	\$ 57.00	\$ 980.00	\$ 6,872.00	\$ 6,220.00	\$ 4,095.00	\$ 4,299.00
TOTAL REVENUES	\$ 37,757.00	\$ 36,490.00	\$ 38,042.00	\$ 40,001.00	\$ 34,429.00	\$ 35,239.00
SUPPLIES	\$ 9,822.00	\$ 17,716.00	\$ 3,127.00	\$ 20,000.00	\$ 10,925.00	\$ 485.00
SERVICES	\$ 3,064.00	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL OUTLAY	\$ 3,835.00	\$ 11,111.00	\$ 26,605.00	\$ 127,726.00	\$ 127,726.00	\$ 95,535.00
TOTAL EXPENSES	\$ 16,721.00	\$ 28,827.00	\$ 29,732.00	\$ 147,726.00	\$ 138,651.00	\$ 96,020.00
BEGINNING BALANCE	\$ 138,129.00	\$ 159,165.00	\$ 166,828.00	\$ 175,138.00	\$ 175,138.00	\$ 70,916.00
NET REVENUES	\$ 21,036.00	\$ 7,663.00	\$ 8,310.00	\$ (107,725.00)	\$ (104,222.00)	\$ (60,781.00)
ENDING BALANCE	\$ 159,165.00	\$ 166,828.00	\$ 175,138.00	\$ 67,413.00	\$ 70,916.00	✔ \$ 10,135.00

**CITY OF SEABROOK
MULTI-YEAR FINANCIAL OVERVIEW
PEG FUND - WITH SWAGIT AVIOR PRO SYSTEM + FIRST YEAR 50 MEETINGS**

PEG	FOR FISCAL YEAR ENDING SEPTEMBER 30,					
	2021	ACTUALS 2022	2023	BUDGET 2024	FORECAST 2024	BUDGET 2025
FRANCHISE TAX	\$ 37,700.00	\$ 35,510.00	\$ 31,170.00	\$ 33,781.00	\$ 30,334.00	\$ 30,940.00
INTEREST	\$ 57.00	\$ 980.00	\$ 6,872.00	\$ 6,220.00	\$ 4,095.00	\$ 4,299.00
TOTAL REVENUES	\$ 37,757.00	\$ 36,490.00	\$ 38,042.00	\$ 40,001.00	\$ 34,429.00	\$ 35,239.00
SUPPLIES	\$ 9,822.00	\$ 17,716.00	\$ 3,127.00	\$ 20,000.00	\$ 10,925.00	\$ 485.00
SERVICES	\$ 3,064.00	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL OUTLAY	\$ 3,835.00	\$ 11,111.00	\$ 26,605.00	\$ 127,726.00	\$ 127,726.00	\$ 130,835.00
TOTAL EXPENSES	\$ 16,721.00	\$ 28,827.00	\$ 29,732.00	\$ 147,726.00	\$ 138,651.00	\$ 131,320.00
BEGINNING BALANCE	\$ 138,129.00	\$ 159,165.00	\$ 166,828.00	\$ 175,138.00	\$ 175,138.00	\$ 70,916.00
NET REVENUES	\$ 21,036.00	\$ 7,663.00	\$ 8,310.00	\$ (107,725.00)	\$ (104,222.00)	\$ (96,081.00)
ENDING BALANCE	\$ 159,165.00	\$ 166,828.00	\$ 175,138.00	\$ 67,413.00	\$ 70,916.00	✗ \$ (25,165.00)

**CITY OF SEABROOK
MULTI-YEAR FINANCIAL OVERVIEW
PEG FUND - WITH SWAGIT EASE INSTALL**

PEG	FOR FISCAL YEAR ENDING SEPTEMBER 30,					
	2021	ACTUALS 2022	2023	BUDGET 2024	FORECAST 2024	BUDGET 2025
FRANCHISE TAX	\$ 37,700.00	\$ 35,510.00	\$ 31,170.00	\$ 33,781.00	\$ 30,334.00	\$ 30,940.00
INTEREST	\$ 57.00	\$ 980.00	\$ 6,872.00	\$ 6,220.00	\$ 4,095.00	\$ 4,299.00
TOTAL REVENUES	\$ 37,757.00	\$ 36,490.00	\$ 38,042.00	\$ 40,001.00	\$ 34,429.00	\$ 35,239.00
SUPPLIES	\$ 9,822.00	\$ 17,716.00	\$ 3,127.00	\$ 20,000.00	\$ 10,925.00	\$ 485.00
SERVICES	\$ 3,064.00	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL OUTLAY	\$ 3,835.00	\$ 11,111.00	\$ 26,605.00	\$ 127,726.00	\$ 127,726.00	\$ 45,035.00
TOTAL EXPENSES	\$ 16,721.00	\$ 28,827.00	\$ 29,732.00	\$ 147,726.00	\$ 138,651.00	\$ 45,520.00
BEGINNING BALANCE	\$ 138,129.00	\$ 159,165.00	\$ 166,828.00	\$ 175,138.00	\$ 175,138.00	\$ 70,916.00
NET REVENUES	\$ 21,036.00	\$ 7,663.00	\$ 8,310.00	\$ (107,725.00)	\$ (104,222.00)	\$ (10,281.00)
ENDING BALANCE	\$ 159,165.00	\$ 166,828.00	\$ 175,138.00	\$ 67,413.00	\$ 70,916.00	✓ \$ 60,635.00

**CITY OF SEABROOK
MULTI-YEAR FINANCIAL OVERVIEW
PEG FUND - WITH SWAGIT EASE + FIRST YEAR 50 MEETINGS**

PEG	FOR FISCAL YEAR ENDING SEPTEMBER 30,					
	2021	ACTUALS 2022	2023	BUDGET 2024	FORECAST 2024	BUDGET 2025
FRANCHISE TAX	\$ 37,700.00	\$ 35,510.00	\$ 31,170.00	\$ 33,781.00	\$ 30,334.00	\$ 30,940.00
INTEREST	\$ 57.00	\$ 980.00	\$ 6,872.00	\$ 6,220.00	\$ 4,095.00	\$ 4,299.00
TOTAL REVENUES	\$ 37,757.00	\$ 36,490.00	\$ 38,042.00	\$ 40,001.00	\$ 34,429.00	\$ 35,239.00
SUPPLIES	\$ 9,822.00	\$ 17,716.00	\$ 3,127.00	\$ 20,000.00	\$ 10,925.00	\$ 485.00
SERVICES	\$ 3,064.00	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL OUTLAY	\$ 3,835.00	\$ 11,111.00	\$ 26,605.00	\$ 127,726.00	\$ 127,726.00	\$ 63,335.00
TOTAL EXPENSES	\$ 16,721.00	\$ 28,827.00	\$ 29,732.00	\$ 147,726.00	\$ 138,651.00	\$ 63,820.00
BEGINNING BALANCE	\$ 138,129.00	\$ 159,165.00	\$ 166,828.00	\$ 175,138.00	\$ 175,138.00	\$ 70,916.00
NET REVENUES	\$ 21,036.00	\$ 7,663.00	\$ 8,310.00	\$ (107,725.00)	\$ (104,222.00)	\$ (28,581.00)
ENDING BALANCE	\$ 159,165.00	\$ 166,828.00	\$ 175,138.00	\$ 67,413.00	\$ 70,916.00	✓ \$ 42,335.00

**CITY OF SEABROOK
MULTI-YEAR FINANCIAL OVERVIEW
PEG FUND**

FOR FISCAL YEAR ENDING SEPTEMBER 30,

PEG	ACTUALS			BUDGET	FORECAST	BUDGET
	2021	2022	2023	2024	2024	2025
FRANCHISE TAX	\$ 37,700.00	\$ 35,510.00	\$ 31,170.00	\$ 33,781.00	\$ 30,334.00	\$ 30,940.00
INTEREST	\$ 57.00	\$ 980.00	\$ 6,872.00	\$ 6,220.00	\$ 4,095.00	\$ 4,299.00
TOTAL REVENUES	\$ 37,757.00	\$ 36,490.00	\$ 38,042.00	\$ 40,001.00	\$ 34,429.00	\$ 35,239.00
SUPPLIES	\$ 9,822.00	\$ 17,716.00	\$ 3,127.00	\$ 20,000.00	\$ 10,925.00	\$ 17,284.00
SERVICES	\$ 3,064.00	\$ -	\$ -	\$ -	\$ -	\$ 21,489.00
CAPITAL OUTLAY	\$ 3,835.00	\$ 11,111.00	\$ 26,605.00	\$ 127,726.00	\$ 127,726.00	\$ -
TOTAL EXPENSES	\$ 16,721.00	\$ 28,827.00	\$ 29,732.00	\$ 147,726.00	\$ 138,651.00	\$ 38,773.00
BEGINNING BALANCE	\$ 138,129.00	\$ 159,165.00	\$ 166,828.00	\$ 175,138.00	\$ 175,138.00	\$ 70,916.00
NET REVENUES	\$ 21,036.00	\$ 7,663.00	\$ 8,310.00	\$ (107,725.00)	\$ (104,222.00)	\$ (3,534.00)
ENDING BALANCE	\$ 159,165.00	\$ 166,828.00	\$ 175,138.00	\$ 67,413.00	\$ 70,916.00	\$ 67,382.00

FY25 PROPOSED PEG BUDGET DETAIL (With Adjustments)

830-4010 OFFICE SUPPLIES

ITEM	MSRP	NOTES
TOTAL	\$ -	

830-4150 SMALL TOOLS & EQUIP

ITEM	MSRP	NOTES
CABLES & CONNECTORS	\$ 375.00	Bulk cables and connectors with tool
BNC TOOL	\$ 10.00	Tool
CABLE TESTER	\$ 100.00	Tool
TOTAL	\$ 485.00	

830-5465 MISC EXPENSE

ITEM	MSRP	NOTES
TOTAL	\$ -	

830-6020 EQUIPMENT

ITEM	MSRP	NOTES
CASTUS & FIRST YEAR SERVICES	\$ 17,795.00	PEG Channel, also supplies Closed Captioning Capabilities
NAS SERVER	\$ 6,500.00	Off-cloud Video storage + RAM upgrade
SERVER RACK POWER SUPPLY	\$ 500.00	Battery power backup for PEG channel & video server
RACK VIDEOSCOPIES	\$ 885.00	Feed monitoring with color correction scopes
NETWORK SWITCH	\$ 7,000.00	IT-approved network switch for high-speed NAS connection
VIDEO ROUTER	\$ 2,395.00	Video router for controlling incoming and outgoing feeds
RACK MONITOR	\$ 460.00	Rack-mounted feed monitor
TOTAL	\$ 35,535.00	

830-6020 EQUIPMENT + Avior

ITEM	MSRP	NOTES
CASTUS & FIRST YEAR SERVICES	\$ 17,795.00	PEG Channel, also supplies Closed Captioning Capabilities
NAS SERVER	\$ 6,500.00	Off-cloud Video storage + RAM upgrade
SERVER RACK POWER SUPPLY	\$ 500.00	Battery power backup for PEG channel & video server
RACK VIDEOSCOPIES	\$ 885.00	Feed monitoring with color correction scopes
NETWORK SWITCH	\$ 7,000.00	IT-approved network switch for high-speed NAS connection
VIDEO ROUTER	\$ 2,395.00	Video router for controlling incoming and outgoing feeds
RACK MONITOR	\$ 460.00	Rack-mounted feed monitor
SWAGIT AVIOR PRO SYSTEM	\$ 60,000.00	remote-capable cameras for outsourced B&C meetings
TOTAL	\$ 95,535.00	

830-6020 EQUIPMENT + EASE

ITEM	MSRP	NOTES
CASTUS & FIRST YEAR SERVICES	\$ 17,795.00	PEG Channel, also supplies Closed Captioning Capabilities
NAS SERVER	\$ 6,500.00	Off-cloud Video storage + RAM upgrade
SERVER RACK POWER SUPPLY	\$ 500.00	Battery power backup for PEG channel & video server
RACK VIDEOSCOPIES	\$ 885.00	Feed monitoring with color correction scopes
NETWORK SWITCH	\$ 7,000.00	IT-approved network switch for high-speed NAS connection
VIDEO ROUTER	\$ 2,395.00	Video router for controlling incoming and outgoing feeds
RACK MONITOR	\$ 460.00	Rack-mounted feed monitor
SWAGIT EASE	\$ 9,500.00	Encoder to utilize the Swagit video portal & indexing
TOTAL	\$ 45,035.00	

830-6020 EQUIPMENT + Avior & First Year

ITEM	MSRP	NOTES
CASTUS & FIRST YEAR SERVICES	\$ 17,795.00	PEG Channel, also supplies Closed Captioning Capabilities
NAS SERVER	\$ 6,500.00	Off-cloud Video storage + RAM upgrade
SERVER RACK POWER SUPPLY	\$ 500.00	Battery power backup for PEG channel & video server
RACK VIDEOSCOPIES	\$ 885.00	Feed monitoring with color correction scopes
NETWORK SWITCH	\$ 7,000.00	IT-approved network switch for high-speed NAS connection
VIDEO ROUTER	\$ 2,395.00	Video router for controlling incoming and outgoing feeds
RACK MONITOR	\$ 460.00	Rack-mounted feed monitor
SWAGIT AVIOR PRO SYSTEM	\$ 60,000.00	remote-capable cameras for outsourced B&C meetings
50 MEETINGS AVIOR	\$ 35,300.00	Only capable of coming from PEG funds when bundled with equipment
TOTAL	\$ 130,835.00	

830-6020 EQUIPMENT + EASE & FIRST YEAR

ITEM	MSRP	NOTES
CASTUS & FIRST YEAR SERVICES	\$ 17,795.00	PEG Channel, also supplies Closed Captioning Capabilities
NAS SERVER	\$ 6,500.00	Off-cloud Video storage + RAM upgrade
SERVER RACK POWER SUPPLY	\$ 500.00	Battery power backup for PEG channel & video server
RACK VIDEOSCOPIES	\$ 885.00	Feed monitoring with color correction scopes
NETWORK SWITCH	\$ 7,000.00	IT-approved network switch for high-speed NAS connection
VIDEO ROUTER	\$ 2,395.00	Video router for controlling incoming and outgoing feeds
RACK MONITOR	\$ 460.00	Rack-mounted feed monitor
SWAGIT EASE	\$ 9,500.00	Encoder to utilize the Swagit video portal & indexing
50 MEETINGS EASE	\$ 18,300.00	Only capable of coming from PEG funds when bundled with equipment
TOTAL	\$ 63,335.00	

SEABROOK

Distance from Seabrook (in miles)|0

Population|13,662
+/- Seabrook|0

<https://seabrooktx.gov/>
<https://www.youtube.com/@CityofSeabrook>
<https://www.seabrooktx.gov/councilrecording>

Agenda System	When was the last meeting video?	Video System
CivicClerk	8/20/2024	Open Media Foundation & YouTube

Is Council Video Recorded?	Is Council Live-streamed?	Are Some Boards & Commissions Video Recorded?	Are Some Boards & Commissions Live-streamed?	Are All Boards & Commissions Video Recorded?	Are All Boards & Commissions Live-streamed?
YES	YES	NO	NO	NO	NO

What Boards & Commissions are Video Recorded?

None

What Boards & Commissions are Live-streamed?

None

If there are some Boards & Commissions that are AUDIO ONLY, what are they?

All Other B&Cs

How Many B&Cs do they have?|9

Proposed Budget Document

PROPOSED FY25 COMM EQUIVALENT	PROPOSED FY25 CSO EQUIVALENT	PROPOSED FY25 IT BUDGET
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DO THEY HAVE A PEG FUND?

YES

FY25

PEG REVENUE

PEG EXPENSE

PEG RESERVES

TROPHY CLUB

Distance from Seabrook (in miles) | 270

Population | 13,666
+/- Seabrook | 4

<https://www.trophyclub.org/1/Home>
<https://www.youtube.com/@TrophyClubGov>
<https://www.trophyclub.org/809/Agendas-and-Minutes>

Agenda System	When was the last meeting video?	Video System
CivicClerk	8/26/2024	CPMedia, YouTube, Facebook

Is Council Video Recorded?	Is Council Live-streamed?	Are Some Boards & Commissions Video Recorded?	Are Some Boards & Commissions Live-streamed?	Are All Boards & Commissions Video Recorded?	Are All Boards & Commissions Live-streamed?
YES	YES	YES	YES	NO	NO
What Boards & Commissions are Video Recorded?	P&Z, EDC, CCPD, BOA	What Boards & Commissions are Live-streamed?	P&Z, EDC, CCPD, BOA	If there are some Boards & Commissions that are AUDIO ONLY, what are they?	

How Many B&Cs do they have? | 11

[Proposed Budget Document](#)

PROPOSED FY25 COMM EQUIVALENT	PROPOSED FY25 CSO EQUIVALENT	PROPOSED FY25 IT EQUIVALENT
\$179,154	\$285,693	\$686,125

DO THEY HAVE A PEG FUND?	FY25		
	PEG REVENUE	PEG EXPENSE	PEG RESERVES
NO	\$0	\$0	\$0

HOW MANY STAFF MEMBERS ARE IN...		
COMM EQUIVALENT (GENERAL FUND)	CSO EQUIVALENT	IT EQUIVALENT
1	2	0
COMMUNICATIONS & MARKETINGS X.5, COMM. & MARKETING SPECIALIST	TOWN SECRETARY, RECORDS ANALYST	

LEAGUE CITY

Distance from Seabrook (in miles)|6

Population|116,320
+/- Seabrook|102,658<https://www.leaguecitytx.gov/>
<https://leaguecitytx.new.swagit.com/views/595>

Agenda System		When was the last meeting video?		Video System	
Legistar		8/27/2024		Swagit - SWAGIT PRODUCED	
Is Council Video Recorded?	Is Council Live-streamed?	Are Some Boards & Commissions Video Recorded?	Are Some Boards & Commissions Live-streamed?	Are All Boards & Commissions Video Recorded?	Are All Boards & Commissions Live-streamed?
YES	YES	YES	YES	NO	NO
What Boards & Commissions are Video Recorded?	P&Z, BOA, HISTORIC COMMISSION, ETHICS	What Boards & Commissions are Live-streamed?	P&Z, BOA, HISTORIC COMMISSION, ETHICS	If there are some Boards & Commissions that are AUDIO ONLY, what are they?	

How Many B&Cs do they have?|14

[Proposed Budget Document](#)

PROPOSED FY25 COMM EQUIVALENT	PROPOSED FY25 CSO EQUIVALENT	PROPOSED FY25 IT BUDGET
\$1,145,140	\$707,316	\$4,425,267

DO THEY HAVE A PEG FUND?	FY25		
	PEG REVENUE	PEG EXPENSE	PEG RESERVES
YES	\$175,000	\$200,000	\$915,295

HOW MANY STAFF MEMBERS ARE IN		
COMM EQUIVALENT (GENERAL FUND)	CSO EQUIVALENT	IT EQUIVALENT
7.6	5	13
DIRECTOR OF COMMUNICATIONS & COMMUNITY ENGAGEMENT, SENIOR COMMUNICATIONS MANAGER, MANAGER OF COMMUNITY ENGAGEMENT & SPECIAL PROJECTS, VIDEO PRODUCER/MEDIA SPECIALIST, MULTI-MEDIA SPECIALIST X1.35, COMMUNITY & SPECIAL EVENTS COORDINATOR, WEB CONTENT SPECIALIST, PART-TIME STAFF WRITER X.25	CITY SECRETARY, DEPUTY CITY SECRETARY/OPEN RECORDS COORDINATOR, EXECUTIVE ASSISTANT X2, RECORDS SPECIALIST	DIRECTOR OF IT & FACILITIES, INFORMATION TECHNOLOGY MANAGER, IT ADMINISTRATOR, INFORMATION TECHNOLOGY SPECIALIST I X4, IT HARDWARE INFRASTRUCTURE ADMINISTRATOR, IT CYBER SECURITY & NETWORK ENGINEER, INFORMATION TECHNOLOGY SYSTEM ANALYST, IT APPLICATION SOFTWARE SPECIALIST X3

GALVESTON

Distance from Seabrook (in miles) | 23

Population | 53,237
+/- Seabrook | 39,575<https://www.galvestontx.gov/>
<https://www.galvestontx.gov/420/G-TV>
<https://www.youtube.com/@cityofgalveston9496>

Agenda System	When was the last meeting video?	Video System
CP Agenda Center	8/22/2024	Swagit - SWAGIT PRODUCED

Is Council Video Recorded?	Is Council Live-streamed?	Are Some Boards & Commissions Video Recorded?	Are Some Boards & Commissions Live-streamed?	Are All Boards & Commissions Video Recorded?	Are All Boards & Commissions Live-streamed?
YES	YES	YES	YES	NO	NO
What Boards & Commissions are Video Recorded?	PLANNING COMMISSION	What Boards & Commissions are Live-streamed?	PLANNING COMMISSION	If there are some Boards & Commissions that are AUDIO ONLY, what are they?	LANDMARK COMMISSION, ZBOA, IDC

How Many B&Cs do they have? | 18

[Proposed Budget Document](#)

PROPOSED FY25 COMM EQUIVALENT	PROPOSED FY25 CSO EQUIVALENT	PROPOSED FY25 IT BUDGET
\$770,443	\$685,891	\$4,197,560

DO THEY HAVE A PEG FUND?	FY25*		
	PEG REVENUE	PEG EXPENSE	PEG RESERVES
YES	\$210,000	\$1,583,233	\$0

* proposing an in-house studio be built

HOW MANY STAFF MEMBERS ARE IN		
COMM EQUIVALENT (INTERNAL	CSO EQUIVALENT	IT EQUIVALENT
6.75	4	19
EXECUTIVE DIRECTOR OF COMMUNITY OUTREACH, DIRECTOR OF POLICY & GOVERNMENT RELATIONS, POLICE MEDIA RELATIONS SPECIALIST, REC, EVENTS & PROJECT ADMINISTRATOR X.5, PUBLIC INFORMATION OFFICERS, COMMUNICATIONS SPECIALIST, CULTURAL ARTS COORDINATOR, SR. ADMIN ASSISTANT/EVENTS COORDINATOR X.25	CITY SECRETARY, ASSIST. CITY SECRETARY/RECORDS MGMT. COORD., RECORDS MANAGEMENT SPECIALIST, SENIOR ADMINISTRATIVE ASSISTANT	EXECUTIVE DIRECTOR, IT OFFICER, PUBLIC SAFETY IT MANAGER, SR. SYSTEM ADMINISTRATOR, ENTERPRISE APPLICATION MANAGER INFRASTRUCTURE MANAGER, DEVELOPER/REPORTING SPECIALIST, BUSINESS SYSTEMS ANALYST X2, GIS SUPERVISOR, IT SUPPORT SERVICES MANAGER, NETWORK ADMINISTRATOR, GIS MANAGER, GIS ANALYST, APPLICATIONS ANALYST, DESKTOP SUPPORT SPECIALIST X3, SENIOR ADMINISTRATIVE ASSISTANT

SANTA FE

Distance from Seabrook (in miles)|14

Population|12,980
+/- Seabrook|(682)<https://www.ci.santa-fe.tx.us/>

Agenda System	When was the last meeting video?	Video System
Municode	8/27/2024	CableCast

Is Council Video Recorded?	Is Council Live-streamed?	Are Some Boards & Commissions Video Recorded?	Are Some Boards & Commissions Live-streamed?	Are All Boards & Commissions Video Recorded?	Are All Boards & Commissions Live-streamed?
YES	YES	YES	YES	NO	NO

What Boards & Commissions are Video Recorded?	BOA, PARKS, EDC	What Boards & Commissions are Live-streamed?	BOA, PARKS, EDC	If there are some Boards & Commissions that are AUDIO ONLY, what are they?	P&Z
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How Many B&Cs do they have?|6

[Proposed Budget Document](#)

PROPOSED FY25 COMM EQUIVALENT	PROPOSED FY25 CSO EQUIVALENT	PROPOSED FY25 IT BUDGET
\$0	\$1,150,240	\$0

DO THEY HAVE A PEG FUND?	FY25		
	PEG REVENUE	PEG EXPENSE	PEG RESERVES
NO	\$0	\$0	\$0

HOW MANY STAFF MEMBERS ARE IN		
COMM EQUIVALENT (GENERAL FUND)	CSO EQUIVALENT	IT EQUIVALENT
1	1	0
COMMUNICATION SPECIALIST	CITY SECRETARY	

BASTROP

Distance from Seabrook (in miles)|143

Population|11,679
+/- Seabrook|(1,983)<https://www.cityofbastrop.org/>
<https://www.youtube.com/@btxtvonline>

Agenda System	When was the last meeting video?	Video System
Municode Meetings	8/26/2024	Municode Meetings, YouTube

Is Council Video Recorded?	Is Council Live-streamed?	Are Some Boards & Commissions Video Recorded?	Are Some Boards & Commissions Live-streamed?	Are All Boards & Commissions Video Recorded?	Are All Boards & Commissions Live-streamed?
YES	NO	YES	NO	NO	NO
What Boards & Commissions are Video Recorded?	EDC, P&Z, CHARTER	What Boards & Commissions are Live-streamed?		If there are some Boards & Commissions that are AUDIO ONLY, what are they?	

How Many B&Cs do they have?|16

[Proposed Budget Document](#)

PROPOSED FY25 COMM EQUIVALENT	PROPOSED FY25 CSO EQUIVALENT	PROPOSED FY25 IT BUDGET
\$314,722	\$313,503	\$979,150

DO THEY HAVE A PEG FUND?	FY25		
	PEG REVENUE	PEG EXPENSE	PEG RESERVES
NO	\$0	\$0	\$0

HOW MANY STAFF MEMBERS ARE IN		
COMM EQUIVALENT (GENERAL FUND)	CSO EQUIVALENT	IT EQUIVALENT
3	2	5

KEMAH

Distance from Seabrook (in miles)|2

Population|2,562
+/- Seabrook|(11,100)<https://www.kemahtx.gov/>
https://kemah-tx.granicus.com/ViewPublisher.php?view_id=1

Agenda System	When was the last meeting video?	Video System
CP Agenda Center	8/21/2024	Granicus

Is Council Video Recorded?	Is Council Live-streamed?	Are Some Boards & Commissions Video Recorded?	Are Some Boards & Commissions Live-streamed?	Are All Boards & Commissions Video Recorded?	Are All Boards & Commissions Live-streamed?
YES	YES	YES	YES	NO	NO

What Boards & Commissions are Video Recorded?|KEMAH
DEVELOPMENT
CORPORATIONWhat Boards & Commissions are Live-streamed?|KEMAH
DEVELOPMENT
CORPORATION

If there are some Boards & Commissions that are AUDIO ONLY, what are they?

How Many B&Cs do they have?|3

[Proposed Budget Document](#)

PROPOSED FY25 COMM EQUIVALENT	PROPOSED FY25 CSO EQUIVALENT	PROPOSED FY25 IT BUDGET
\$264,505	\$276,673	\$197,332

DO THEY HAVE A PEG FUND?	FY25		
	PEG REVENUE	PEG EXPENSE	PEG RESERVES
NO	\$0	\$0	\$0

HOW MANY STAFF MEMBERS ARE IN		
COMM EQUIVALENT (GENERAL FUND)	CSO EQUIVALENT	IT EQUIVALENT

BAYTOWN

Distance from Seabrook (in miles)|13

Population|84,067
+/- Seabrook|70,405<https://www.baytown.org/>
<https://www.baytown.org/354/Baytown-16>

Agenda System	When was the last meeting video?	Video System
AgendaQuick	8/22/2024	Swagit

Is Council Video Recorded?	Is Council Live-streamed?	Are Some Boards & Commissions Video Recorded?	Are Some Boards & Commissions Live-streamed?	Are All Boards & Commissions Video Recorded?	Are All Boards & Commissions Live-streamed?
YES	YES	YES	YES	NO	NO

What Boards & Commissions are Video Recorded?

What Boards & Commissions are Live-streamed?

If there are some Boards & Commissions that are AUDIO ONLY, what are they?

How Many B&Cs do they have?|19

[Proposed Budget Document](#)

PROPOSED FY25 COMM EQUIVALENT	PROPOSED FY25 CSO EQUIVALENT	PROPOSED FY25 IT BUDGET
\$1,049,609	\$1,289,823	\$6,224,475

DO THEY HAVE A PEG FUND?	FY25		
	PEG REVENUE	PEG EXPENSE	PEG RESERVES
YES	\$137,449	\$121,773	\$719,228

HOW MANY STAFF MEMBERS ARE IN		
COMM EQUIVALENT (GENERAL FUND)	CSO EQUIVALENT	IT EQUIVALENT

LA PORTE

Distance from Seabrook (in miles)|8

Population|36,991
+/- Seabrook|23,329

<https://laportetx.gov/>
<https://www.laportetx.gov/1205/Watch-Meeting-Videos>

Agenda System	When was the last meeting video?	Video System
eScribe Meetings	8/26/2024	Swagit

Is Council Video Recorded?	Is Council Live-streamed?	Are Some Boards & Commissions Video Recorded?	Are Some Boards & Commissions Live-streamed?	Are All Boards & Commissions Video Recorded?	Are All Boards & Commissions Live-streamed?
YES	YES	YES	YES	NO	NO
What Boards & Commissions are Video Recorded?	DEVELOPMENT CORP, DRAINING & FLOODING, FISCAL AFFAIRS, P&Z	What Boards & Commissions are Live-streamed?	DEVELOPMENT CORP, DRAINING & FLOODING, FISCAL AFFAIRS, P&Z	If there are some Boards & Commissions that are AUDIO ONLY, what are they?	

How Many B&Cs do they have?|18

[Proposed Budget Document](#)

PROPOSED FY25 COMM EQUIVALENT	PROPOSED FY25 CSO EQUIVALENT	PROPOSED FY25 IT BUDGET
\$0	\$639,776	\$3,395,593

DO THEY HAVE A PEG FUND?	PEG REVENUE	FY25 PEG EXPENSE	PEG RESERVES
NO	\$0	\$0	\$0

COMM EQUIVALENT (GENERAL FUND)	HOW MANY STAFF MEMBERS ARE IN CSO EQUIVALENT	IT EQUIVALENT
0	4	7
	CITY SECRETARY, ASSISTANT CITY SECRETARY, OPEN GOVERNMENT ANALYST, SR. ADMINISTRATIVE ASSISTANT	IT MANAGER, NETWORK AND SECURITY ADMINISTRATOR, SYSTEM ADMINISTRATOR I, SYSTEM ADMINISTRATOR II, COMPUTER SUPPORT SPECIALIST III X2, COMPUTER SUPPORT SPECIALIST I

https://www.texas-demographics.com/cities-by-population													as of 8/28/2024					
CITY	POPULATION (via Texas Demographics)	DISTANCE FROM SEABROOK (in miles)	COUNCIL RECORDED	COUNCIL LIVE-STREAMED	SOME B&Cs VIDEO RECORDED	SOME B&Cs LIVE-STREAMED	ALL B&Cs RECORDED	ALL B&Cs LIVESTREAMED	CITY WEBSITE	SYSTEM	# OF B&Cs (not including Council)	NOTES	MOST RECENT VIDEO	STAFF	Proposed Budgets?	PEG?	Budget Notes	
Seabrook	13,662	0	Y	Y	N	N	AUDIO	N	https://seabrooktx.gov/	CivicClerk & OMP/YT	9	BASLINE. ALL B&Cs are AUDIO recorded						
Taylor Lake Village	3,713	2	N	N	N	N	N	N	https://www.taylorlakelakevillage.us/		3							
El Lago	2,945	2	N	N	N	N	N	N	https://elago-tx.gov/		5	B&Cs that are recorded are AUDIO ONLY						
Kemah	2,562	2	Y	Y	Y	Y	Y	Y	https://www.kemahtx.gov/	CP Agenda Center & Granicus	3	SINGLE CAMERA, NO PRESENTATION FEED	8/21/2024		CITY SECRETARY: \$276,673 COMM & MARKETING: \$264,505 IT: \$197,332	NO		
Clear Lake Shores	1,296	2	Y	N	Y	N	N	N	https://www.clearlakeshores-tx.gov/	YouTube	6	SINGLE CAMERA, NO PRESENTATION FEED. Only Council & EDC. Uploaded after the meeting. Example: April 16 published on May 7	4/16/2024					
Shoreacres	1,513	4	Y	N	N	N	N	N	https://www.shoreacrestx.us/	YouTube	3	SINGLE CAMERA. Jun 10 meeting published Jun 13.	6/10/2024					
Webster	12,182	6	N	N	N	N	N	N	https://www.cityofwebster.com/		7							
League City	116,320	6	Y	Y	Y	Y	N	N	https://www.leaguecitytx.gov/	Swagit	14	SWAGIT-PRODUCED. City Council, Planning & Zoning, Zoning Board of Adjustment, Historic Commission, Ethics, Animal Shelter Advisory, Charter Review, Community Standards Review, other MISC. CVB Advisory Board	8/27/2024	7.6 in COMM, 5 in CSO, 13 in IT	IT: \$4,425,267 COMM: \$1,145,140 CSO: \$707,316	YES	PEG: REV [175,000] EXP [5200,000] RESERVES [5915,295]	
Nassau Bay	5,113	7	Y	Y	Y	N	N	N	https://www.nassaubay.com/	ReStream & YouTube	7	Meeting Owl - AI-powered 360 video conference system. Bad audio.	8/12/2024					
La Porte	36,991	8	Y	Y	Y	Y	N	N	https://theporonetx.gov/	Swagit	18	All views in one feed. City Council, Development Corporation, Drainage & Flooding, Fiscal Affairs, PBZ, Zoning Board of Adjustments	8/26/2024	7 in IT, 4 in CSO	IT: \$3,395,593 CITY SECRETARY: \$639,776	NO	- CSO: Memberships & Subs [2,900] Computer Software [36,505] Other Professional Services [1,500] - IT: Memberships & Subs [7,100] Other Professional Services [944,800] TECHNOLOGY FUND ADMIN: [3,845] CSO: [3,845] Marketing & Events: HOT & Parks/Rec	
Dickinson	21,834	8	Y	Y	Y	Y	N	N	https://www.dickinsontexas.gov/	Swagit	11	SWAGIT-PRODUCED. Multicam: Council, Planning & Zoning, EDC.	8/27/2024					
Morgan's Point	267	9	N	N	N	N	N	N	https://www.morganspoint-tx.com/		4							
San Leon	5,709	9							Census Designated Place		0							
Friendswood	40,826	11	Y	N	Y	N	N	N	https://friendswood-tx.us/	YouTube	12	Multicam: City Council, Planning & Zoning, Downtown Economic Development Corporation. Uploaded after the meeting. Example: August 26 published on August 27	8/26/2024					
Deer Park	33,176	12	N	N	N	N	N	N	http://www.ci-deer-park.tx.us/		9	AUDIO ONLY						
Baytown	84,067	13	Y	Y	Y	Y	N	N	https://www.baytown.org/	AgendaQuick & Swagit	19	Multicam: City Council, Water Authority, Municipal Development District, Police Advisory, Civil Service, Construction Board of Adjustments, Single Camera: PBZ, Finance Committee, Crime Control, Fire Control & EMS, Community Development Advisory, BOA, Tax Increment Reinvestment. ONLY CITY COUNCIL REGULAR SESSIONS HAVE SQUASHED ASPECT RATIO. NONE: Library Board, Parks & Rec. Locations: Council Chamber & at least 2 different conference rooms	8/22/2024		PUBLIC AFFAIRS: \$1,049,609, ITS: \$6,224,475, CITY CLERK: \$1,289,823	YES	- IT: 8,400 for Agenda Quick, 8,500 for Swagit - City Clerk: 86,486 for Special Services [20,000 for Council Meeting Expenses & 6,000 for transcription & translation] - PEG: REV [137,449] EXP [121,773] RESERVES [719,228]	
Santa Fe	12,980	14	Y	Y	Y	Y	N	N	https://www.ci-santa-fe-tx.us/	CableCast	6	All views in one feed. Council, BOA, Parks Board, EDC, AUDIO + SLATE: PBZ. NOTHING: BSC, Library, Civil Service	8/27/2024					
Texas City	56,609	15	Y	N	N	N	N	N	https://www.texascitytx.gov/	AgendaQuick & YT	19	Multicam: City Commission. Uploaded after the meeting. Example: August 7 published on August 13	8/7/2024	2 in Mayor's Office, 2 in CSO, 4 in IT	IT: \$1,678,490 ADMIN: \$6,121,602	YES	PEG: REV [50,000] EXP [100,000] RESERVES [128,606] - ADMIN: Contractual Services [2,210,373]	
Pasadena	146,716	15	Y	Y	N	N	N	N	https://www.pasadenatx.gov/	YouTube	6							
South Houston	15,808	15	N	N	N	N	N	N	https://www.southhoustontx.gov/		1							
Pearland	127,736	16	Y	Y	Y	Y	N	N	https://www.pearlandtx.gov/	CivicWeb & YT	15	Multicam: City Council, Zoning Board of Adjustment, Planning & Zoning.	8/26/2024					
Channelview	43,204	16							Census Designated Place		0							
Alvin	28,633	17	Y	Y	N	N	N	N	https://www.alvin-tx.gov/	YouTube	9	Multicam. "This stream is created with #PRISMLiveStudio"	8/15/2024					
Galena Park	10,271	17	N	N	N	N	N	N	https://www.cityofgalenapark-tx.gov/		0							
Beach City	3,366	17	N	N	N	N	N	N	https://beachcitytx.us/		0							
Highlands	7,359	18							Census Designated Place		0							
Most Believue	5,608	22	N	N	N	N	N	N	https://www.mostbelievue.net/		2							
Bolivar Peninsula	2,626	22							Census Designated Place		0							
Manvel	17,261	22	Y	Y	Y	Y	N	N	https://www.cityofmanvel.com/	YouTube	11	Multicam: City Council, Zoning Board of Adjustments, Planning, Development & Zoning Meeting, Parks and Recreation Board, Economic Development Corporation, Capital Improvements Advisory Committee.	8/27/2024					
Galveston	53,237	23	Y	Y	Y*	Y	N	N	https://www.galvestontx.gov/	Swagit	18	PRODUCED BY SWAGIT. VIDEO: City Council, Planning Commission, Specialty meetings (press conferences, Census Training, Firefighters bargaining, AUDIO: Landmark Commission, Zoning Board of Adjustments, Industrial Development Corporation.	8/22/2024	6.75 in COMM, 4 in CSO, 19 in IT	IT: \$4,197,560 CSO: \$685,891 COMM: \$770,443	YES	PEG: REV [210,000] EXP [1,586,233] RESERVES [0]. Proposing to build a PEG studio facility	
Houston	2,314,157	25	Y	Y	Y	Y	N	N	https://houstontx.gov/	Swagit	167	City Council, Housing & Affordability, Planning Commission, Labor Committee, Economic Development Committee, Houston Archaeological and Historical Commission, Quality of Life Committee, Arts & Culture Committee, Public Safety Committee, MANY. Swagit is separated by "City Council" and "City Committee & Commission Meetings".	8/27/2024					
Iowa Colony	14,823	27	N	N	N	N	N	N	https://www.iowacolonytx.gov/		7							
West University Place	14,791	29	N	N	N	N	N	N	https://www.westutx.gov/		7	AUDIO ONLY: City Council						
Aldine	15,511	34							Census Designated Place		0							
Humble	16,337	34	N	N	N	N	N	N	https://www.cityofhumbletx.gov/		3							
Richmond	12,816	45	N	N	N	N	N	N	https://www.richmondtx.gov/home		6							
Freeport	10,550	47	Y	Y	Y	Y	N	N	https://www.freeporttx.gov/	CivicClerk w YT	11	One Camera & Presentation in one feed. Looks like there's supposed to be an additional podium camera, but it is layered in the back. BOA, PBZ, COUNCIL ONLY.	8/18/2024	1 in CSO, 1 in IT	IT: \$503,027 ADMIN (CS inside): \$2,085,975	NO		
Tomball	14,201	52	Y	N	Y	N	N	N	https://tomballtx.gov/	Municode Meetings & YT	9	Fullscreen Presentation feed, Small single cam in corner: City Council, TIR2, Charter Review. (Think Zoom meeting while sharing screen) Uploaded after meeting. Example: August 19 published August 21	8/19/2024					
Lumberton	14,129	70	N	N	N	N	N	N	https://cityoflumberton.com/	YouTube & Zoom	2	Council, Planning Board, Parks Board, Port Commission. LIVE is through Zoom. Uploaded after the meeting. Example: May 13 published May 15	5/13/2024		CITY SECRETARY: \$251,461 TECH SERVICES: \$530,547	NO		
Port Lavaca	11,212	117	Y	Y*	Y	Y*	N	N	https://portlavacatx.gov/		3							
Bastrop	11,679	143	Y	N	Y	N	N	N	https://www.cityofbastrop.org/	Municode Meetings & YT	16	Multicam: Council, PBZ, EDC, Charter Review? Council Chambers & 1 Conference Room Outfitted with multiple cameras. Last LINKED meeting: 7/30/2024. Uploaded after the meeting. Example: EDC August 26 published on August 27	8/26/2024	2 in CSO, 5 in IT, 3 in COMM	CITY SECRETARY: \$313,503 IT: \$979,150 COMM: \$314,722	NO		
Lockhart	15,318	161	Y	Y	N	N	N	N	https://www.lockhart-tx.org/	Swagit	13	PRODUCED BY SWAGIT	8/20/2024					
Jacksonville	14,420	167	Y	Y	N	N	N	N	https://www.jacksonvilletx.org/	YouTube	7	Single Camera PTZ with Presentation Feed	8/20/2024					
Wells Branch	13,941	173							Census Designated Place		0							
Buda	16,030	173	Y*	Y	Y*	Y	N	N	https://www.budatx.gov/	Granicus	16	MULTICAM: City Council [REGULAR], Commission on Aging, SINGLE CAMERA: Arts Commission, Capital Improvements Advisory, Historic Preservation, Main St Advisory Board, Parks & Rec, PBZ, Sustainability Commission, Zoning BOA, AUDIO ONLY: City Council [SPECIAL], PRESENTATION FEED ONLY: Library Commission. NO AUDIO/NO VIDEO: EDC, 2021 Bond Oversight, Dupre LGC.	8/21/2024					
Athens	13,503	189	N	N	N	N	N	N	https://www.athenstx.gov/		6							
Kilgore	13,523	196	N	N	N	N	N	N	https://www.cityofkilgore.com/		5							
Live Oak	15,988	199	Y	Y	Y	Y	N	N	https://www.liveoaktx.net/	Swagit	8	PRODUCED BY SWAGIT. Multicam: City Council, EDC, Ethics Review, Parks & Rec, Planning & Zoning, Tree Care Board	8/27/2024					
Gatesville	16,148	208	N	N	N	N	N	N	https://www.gatesvilletx.com/		4							
Rendon	15,523	248							Census Designated Place		0							
Mount Pleasant	16,055	249	Y	Y	Y	Y	Y	Y	https://mpcity.net/	YouTube	10	Shows Camera Multiview (only 2 cameras) + fullscreen presentation. City Council, PBZ+BOA	8/20/2024					
Forest Hill	14,157	253	Y	Y	Y	Y	N	N	https://www.foresthilltx.org/	Boxcast	10	Multicam: City Council. Single Camera: Community Development, Parks & Rec, Planning & Zoning.	8/20/2024					
Trophy Club	13,666	270	Y	Y	Y	Y	N	N	https://www.trophyclub.org/1/home	CivicClerk w CMedia & YT & FB	11	Multicam: PBZ, Council, EDC, CC&P, BOA, Audio: Parks & Rec, Animal Shelter Advisory (Audio with SLATE Video feed). NONE: Arts & Culture Ad Hoc	8/26/2024		COMM & MARKETING: \$179,154 TOWN SECRETARY: \$285,693 IT: \$686,125	NO		
Highland Village	16,100	272	Y	Y	Y	Y	N	N	https://www.highlandvillage.org/	Swagit & YouTube	6	1 Conference Room + Multicam Council Chambers. Multicam: City Council, Parks & Rec, PBZ	8/27/2024					
Acle	14,562	275	N	N	N	N	N	N	https://www.cityofacle.org/		11							
Uvalde	15,436	288	Y*	Y*	N	N	N	N	https://www.uvaldetx.gov/	Facebook (2022) / CivicWeb & YT	18	One camera. No Presentation feed. Last Facebook Live: 9/27/2022. YouTube videos are SPORADIC and UNLISTED. Can only vet to them through the CivicWeb portal	6/25/2024					
Mineral Wells	15,454	290	Y	Y	N	N	N	N	https://www.mineralwells.tx.gov/		12		8/20/2024					
Palmview	15,874	308	N	N	N	N	N	N	https://cityofpalmview.com/	YouTube	4							
Hidalgo	14,678	311	N	N	N	N	N	N	https://cityofhidalgo.net/		9							
Rio Grande City	15,311	320	N	N	N	N	N	N	https://www.rigidbody.com/		6							
Canyon	16,171	550	Y	Y	N	N	N	N	https://www.canyontx.gov/	Agenda Center & YT	6	1 camera WIDE (security-feed style)	8/15/2024					
Hersford	14,752	564	N	N	N	N	N	N	https://hersford-tx.com/		6							
Dumas	14,291	594	N	N	N	N	N	N	https://www.dumastx.gov/		3							

MEETINGS HELD IN 2024 TO DATE

BOARD & COMMISSION	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
CITY COUNCIL or (CITY COUNCIL & JOINT)	1	3	2	2	2	3	7	3					23
BOARD OF ADJUSTMENT/BUILDING AND STANDARDS COMMISSION	1				1								2
CHARTER REVIEW COMMISSION				1	2	2	1	1					7
CIVIL SERVICE COMMISSION		1	1	1		1		1					5
ETHICS REVIEW COMMISSION			1										1
MASTER PLAN REVIEW													0
OPEN SPACE AND TRAILS COMMITTEE	1	1	1	1	1	2		1					8
PLANNING AND ZONING COMMISSION		1	1	1		1	1	1					6
SEABROOK ECONOMIC DEVELOPMENT CORPORATION	1	1	1	1	1		1	1					7
Total	4	7	7	7	7	9	10	8	0	0	0	0	59

If there are any joint meetings, who are they?

CC & OST

CC & P&Z

CC & P&Z

If there are any joint meetings, how many?

1

1

1

INSTANCES OF CONCURRENT MEETINGS (needing two encoders)							1	1					2
--	--	--	--	--	--	--	---	---	--	--	--	--	---

BOA, EDC, P&Z ONLY (YTD)	2	2	2	2	2	1	2	2	0	0	0	0	15
CITY COUNCIL (YTD) + MAIN THREE (YTD)													38

MEETINGS HELD IN 2023 (based off published agendas in Agenda Center)

BOARD & COMMISSION	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
CITY COUNCIL	4	2	3	3	3	2	2	4	3	2	1	2	31
BOARD OF ADJUSTMENT/BUILDING AND STANDARDS COMMISSION	1			2			1						4
CHARTER REVIEW COMMISSION													0
CIVIL SERVICE COMMISSION		1	1	1							1	1	5
ETHICS REVIEW COMMISSION	1												1
MASTER PLAN REVIEW													0
OPEN SPACE AND TRAILS COMMITTEE	2	1	1	1	1	1	2	1	1	2	1	1	15
PLANNING AND ZONING COMMISSION	2	1	2	1	1	1	1	1	1			1	12
SEABROOK ECONOMIC DEVELOPMENT CORPORATION	1		1	1	1	1	2	1	1	1		1	11
Total	11	5	8	9	6	5	8	7	6	5	3	6	79

BOA, EDC, P&Z ONLY	27
CITY COUNCIL (2023) + MAIN THREE	58

IF BOA, EDC, P&Z WERE 1 PER MONTH	36
CITY COUNCIL (2023) + MAIN THREE	67

TOTAL TIME ACROSS ALL BOARDS & COMMISSIONS 60:55:10

CITY COUNCIL		OST		P&Z		BOA		EDC		Charter Review	
Meeting Date & B&C	Length	Meeting Date & B&C	Length	Meeting Date & B&C	Length	Meeting Date & B&C	Length	Meeting Date & B&C	Length	Meeting Date & B&C	Length
23-Jan-24	1:43:42	4-Jan-24	0:54:06	15-Feb-24	0:14:02	22-Jan-24	0:19:05	11-Jan-24	0:22:48	30-Apr-24	0:25:39
13-Feb-24	2:03:27	1-Feb-24	1:07:52	21-Mar-24	0:34:19	13-May-24	0:09:01	8-Feb-24	0:35:40	21-May-24	1:16:26
20-Feb-24	3:11:54	7-Mar-24	1:58:41	18-Apr-24	0:17:59			17-Apr-24	1:04:13	4-Jun-24	1:30:46
5-Mar-24	2:32:39	4-Apr-24	1:11:04	20-Jun-24	1:15:18			20-May-24	0:57:53	18-Jun-24	1:09:13
19-Mar-24	1:53:32	2-May-24	1:14:20	2-Jul-24	0:23:17			18-Jul-24	1:04:36	16-Jul-24	1:12:48
2-Apr-24	1:21:29	6-Jun-24	1:42:21	6-Aug-24	0:11:00			8-Aug-24	0:58:25	20-Aug-24	1:24:22
16-Apr-24	1:57:33	25-Jun-24	1:23:56								
7-May-24	0:33:18	1-Aug-24									
21-May-24	0:53:54										
4-Jun-24	1:38:34										
11-Jun-24	1:35:11										
18-Jun-24	1:30:42										
2-Jul-24	1:02:22										
2-Jul-24	0:47:30										
15-Jul-24	0:06:34										
16-Jul-24	1:44:30										
22-Jul-24	1:00:24										
23-Jul-24	1:26:01										
31-Jul-24	1:25:17										
6-Aug-24	1:10:46										
6-Aug-24	3:39:05										
20-Aug-24	2:37:36										
Total	35:56:00	Total	9:32:20	Total	2:55:55	Total	0:28:06	Total	5:03:35	Total	6:59:14

Trophy Club	Kilgore	Athens	Santa Fe	Richmond	Webster	Bastrop	Port Lavaca	Freeport	Mont Belvieu	Taylor Lake Village
Animal Shelter Advisory Board	Main Street Advisory Board	Airport Advisory Board	Building Standards Commission	Board of Ethics and Compliance	Animal Control Board	Boards & Commissions Agenda and Minutes	Port Commission Board	Board of Adjustments	Planning & Zoning Commission	Board of Adjustment
Arts and Culture Ad Hoc Committee	Planning & Zoning Board	Athens Economic Development Corporation Board	Civil Service Commission	Richmond Historical Commission	Building Board of Adjustments and Appeals	Bastrop Economic Development Corporation Board	Planning Board	Charter Review Board	Board of Adjustment	Lakeview Police Commission
Building Standards Comission	Zoning Board of Adjustments	Athens Housing Authority	Comprehensive Plan Advisory Committee	Building and Standards Commission	Charter Review Commission	Bastrop Housing Authority	Parks Board	Economic Development Corporation		Planning & Zoning Commission
Charter Review Commission	Kilgore Community Development Corporation	Civil Service Commission	Electrical Board	Planning and Zoning Commission	Parks, Recreation & Beautification Board	Bridging Bastrop Board	Zoning Advisory Committee	Employee Benefit Trust		
Crime Control & Prevention District	Tax Increment Reinvestment Zone	Planning and Zoning Commission	Library Advisory Board	Zoning Board of Adjustment	Planning & Zoning Commission	Charter Review Commission		Freeport Tax Increment Reinvestment Zone #1 Board (TIRZ)		
Economic Development Corporation		Zoning Board of Adjustment	Planning and Zoning Commission	Parks and Recreation Board	Webster Economic Development Corporation	Construction Standards Board		Historical Commission & Main Street Advisory Board		
Ethics Review Commission					Zoning Board of Adjustments	Cultural Arts Commission		Parks Board		
Parks & Recreation Board						Ethics Commission		Planning Commission		
Planning & Zoning Commission						Fairview Cemetery Advisory Board		Redevelopment Authority		
Tax Increment Reinvestment Zone (TIRZ) 1 Board						Historic Landmark Commission		Senior Citizens Commission		
Zoning Board of Adjustment						Hunters Crossing Local Government Corp		Urban Renewal Agency		
						Main Street Board				
						Parks Board / Public Tree Advisory Board				
						Planning / Zoning Commission				
						Public Library Board				
						Zoning Board of Adjustment				
11	5	6	6	6	7	16	4	11	2	3

El Lago	Kemah	Clear Lake Shores	Nassau Bay	Baytown	La Porte	Texas City	Shoreacres	Morgan's Point	San Leon	Dickinson
Board of Adjustments	Kemah Community Development Corporation	Economic Development Corporation	Board of Adjustment	Baytown Area Water Authority (BAWA)	Airport Advisory Board	Board of Adjustment	Board of Adjustments	Board of Adjustment		Animal Advisory Committee
Building Standards Commission	Galveston County Animal Services Advisory	Planning & Zoning Committee	Planning Commission	Baytown Crime Control and Prevention District (CCPD)	Building Codes Appeal Board	Bayou Golf Course Advisory Board	Parks and Recreation Advisory Board	Development Corporation		Dickinson Youth Action Council
Parks Board	Kemah Events Committee	Pool & Parks Committee	Parks & Recreation Committee	Baytown Fire Control, Prevention, and EMS District (FCPEMSD)	Employee/Retiree Insurance & Benefits Board	Civil Service Commission	Planning and Zoning Commission	Municipal Development District		Board of Adjustments
Planning & Zoning Commission		Roads & Drainage Committee	Economic Development Corporation	Baytown Hospitality Public Facilities Corporation (BHPFC)	Fire Code Review Board	Economic Development Corporation		Planning and Zoning Commission		Building Standards
Police Commission		Waterfront Compliance Committee	Nassau Bay Redevelopment Authority	Baytown Housing Authority (BHA)	Fire Control, Prevention, & EMS District Board	Texas City Harbour Foreign Trade Zone (TCHFTZ)				Dickinson Education Finance
		Zoning Board of Adjustments	Tax Increment Reinvestment Zone (TIRZ)	Baytown Municipal Development District (MDD)	Firefighters' Pension Board	Texas City Housing Finance Corporation				Economic Development
			Charter Review Commission	Baytown Redevelopment Authority (BRA)	La Porte Development Corporation Board	Texas City Industrial Development Corporation				Employee Benefits Trust
				Reinvestment Zone Number One (TIRZ)	Tax Increment Reinvestment Zone Number 1 Board	Public Facilities Development Corporation				Fair Housing Work Group
				Board of Adjustment (BOA)	Zoning Board of Adjustment	Cultural Arts Foundation Board				Hazard Mitigation Task Force
				Civil Service Commission	Area Water Authority	Texas City Historical Preservation Corporation				Management District
				Construction Board of Adjustments and Appeals	Civil Service Commission	Library Board of Trustees				Planning & Zoning
				Planning and Zoning Commission	Health Authority	Planning Board				
				Animal Control Advisory Committee	Planning & Zoning Commission	Recreation & Tourism Board				
				Baytown Library Board	Redevelopment Authority	Safety Committee				
				Baytown Police Advisory Committee	Animal Shelter Advisory Committee	Texas City Firefighter's Relief & Retirement Fund				
				Community Development Advisory Committee (CDAC)	City Facilities Naming Committee	Zoning Commission				
				Economic Development Advisory Committee	Drainage & Flooding Committee	CDBG Citizen Advisory Committee				
				Parks and Recreation Board	Fiscal Affairs Committee	Housing Authority				
				Sign Committee		Keep Texas City Beautiful Committee				
5	3	6	7	19	18	19	3	4	0	11

League City	Deer Park	Friendswood	Pearland	Pasadena	Galveston	Bolivar Peninsula	Alvin	Manvel	Galena Park	Channelview	Highlands	Beach City
Animal Advisory Committee	Board of Adjustment/Planning & Zoning Commission	4th of July Steering Committee	Construction Board of Adjustments and Appeals	Civil Service Commission	Airport Advisory Committee		Animal Shelter Advisory Committee	Animal Advisory				
Civil Service Commission	Board of Health	Charter Review Commission	Lower Kirby Pearland Management District	Crime Control and Prevention District	Arts & Historical Preservation Advisory Board		Building Board of Adjustments & Appeals	Building and Standards Commission				
Finance Committee	Community Development Corporation	Citizen Advisory Team	Pearland Economic Development Corporation	Pasadena EDC	Building Board of Adjustments & Appeals Committee		Charter Review Commission	Business Advisory Task Force				
The Historic Commission	Crime Control & Prevention District	Community & Economic Development Committee	Pearland Municipal Management District No. 1	Planning Commission	Civilian Review Board		Civil Service Commission	Capital Improvement Advisory Committee				
League City Convention & Visitors Bureau Advisory Board	Fire Control, Prevention and EMS District	Construction Board of Adjustments & Appeals	Pearland Municipal Management District No. 2	Regional Local Emergency Planning Committee	Cultural Arts Commission		Cultural Diversity Awareness Commission	Croix Park Task Force				
Conflicts Resolution Panel	Historical Committee	Downtown Economic Development Corporation	Planning and Zoning Commission	Building Standards Commission	Families, Children & Youth Board		Parks & Recreation Board	Development Advisory Task Force				
Keep League City Beautiful Committee	Library Board of Trustees	Friendswood Public Library Advisory Board	Zoning Board of Adjustments		Finance & Fiscal Affairs		Planning Commission	Events Task Force				
League City Transportation and Infrastructure Committee	Recreation Commission	Investment Committee	Tax Increment Reinvestment Zone Number 2 (TIRZ)		Galveston Tree Committee		Public Library Board	Manvel Economic Development Corporation				
Library Board	Senior Citizen Commission	Keep Friendswood Beautiful	Animal Shelter Advisory Board		Industrial Development Corporation		Senior Citizens Board	Parks Board				
Parks Board		Planning & Zoning Commission	Charter Review Commission		Landmark Commission			Planning Development and Zoning Commission				
Planning and Zoning Commission		Senior Citizens Advisory Committee	Civil Service Commission		Parks & Recreation Advisory Board			Zoning Board of Adjustment				
Section 4B Industrial Development Corporation		Zoning Board of Adjustments & Appeals	Convention & Visitors Bureau Advisory Board(CVB)		Planning Commission							
Tax Increment Reinvestment Zone Number 4 - West Oak			Development Authority of Pearland		Sister Cities Program Committee							
Zoning Board of Adjustment			Library Board		Trolley Committee							
			Parks, Recreation & Beautification Board		Zoning Board of Adjustment							
					Wharves Board of Trustees							
					Pay My Water Bill							
					Easily pay your bills online.							
14	9	12	15	6	18	0	9	11	0	0	0	0

Wells Branch	Lumberton	Forest Hill	Tomball	Dumas	Jacksonville	Azle	Hidalgo	Hereford	West University Place	Rio Grande City	Lockhart
	Lumberton Industrial Development Corporation	Arts Commission	Board of Adjustments	Dumas Economic Development Corporation	Board of Adjustments	Animal Shelter Advisory Board	Hidalgo Economic Development Corporation		Building & Standards Commission	EDC Agendas	Airport Advisory
	Permits & Zoning	Audit Committee	Building Standard Commission	Parks & Recreation Board	Keep Jacksonville Beautiful	Audit Committee	Planning and Zoning Commission		Friends of West University Parks Fund Board	RGC Airport Advisory Board	Board of Adjustment
		Celebration Committee	Capital Improvements Advisory Committee	Planning & Zoning Commission	Lake Advisory	Building Board of Appeals	Library		Parks & Recreation Board	RGC Planning & Zoning Commission	Civil Service Commission
		Civil Service Commission	Charter Review Commission		Library	Capital Improvement	Youth Center		Recycling & Solid Waste Reduction Board	RGC Historic Preservation Commission	Charter Review Commission
		Community Development Corporation	Planning & Zoning Commission		Parks and Recreation Advisory	Crime Control & Prevention District	Pumphouse Museum/World Birding Center Board		Senior Services Board	RGC Main Street Advisory Board	Construction Board of Adjustments & Appeals
		Historical Preservation Commission	Tomball Economic Development Corporation		Planning & Zoning	Library Board	TIRZ Board		Zoning & Planning Commission	Kelsey Bass Museum and Event Center Commission	Hotel Occupancy Tax (HOT) Advisory Board
		Mayor's Youth Advisory Council	Tourism Advisory Committee		Museum Board	Municipal Development District	Cemetery		Zoning Board of Adjustment		Lockhart Economic Development Corporation
		Parks, Recreation and Clean City Commission	Tomball Legacy Fund Board			Park Board	Housing Authority Board				Electric Board of Review
		Planning and Zoning Commission	Tax Increment Reinvestment Zone No. 3			Planning & Zoning	Parks Board				Historical Preservation Commission
		Zoning Board of Adjustment				Special Events Advisory Board					Animal Shelter Advisory Board
						Zoning Board of Adjustments					Library Board
											Parks and Recreation Board
											Planning & Zoning Commission
0	2	10	9	3	7	11	9	0	7	6	13

Uvalde	Mineral Wells	Aldine	Rendon	South Houston	Palmview	Live Oak	Buda	Mount Pleasant	Highland Village	Gatesville	Canyon
Airport Advisory Board	Airport Advisory Board			Economic Development Corporation	Planning & Zoning	Economic Development	2021 Buda Bond Oversight Committee	Airport Board	Animal Shelter Advisory Committee	Board of Adjustments	Board of City Development
Airport Zoning Board of Adjustment	Animal Shelter Advisory Committee				Board of Adjustment	Ethics Review Board	Arts Commission	Board of Adjustment	Board of Ethics	Building Standards Commission	Canyon Economic Development Corporation
Animal Welfare Advisory Committee	Board of Adjustment				Palmview Municipal Development District	Parks and Recreation Commission	Buda Economic Development Corporation	Cemetery Board	Community Development Corporation	Keep Gatesville Beautiful	Construction and Advisory Appeals Board
Board of Adjustment	Economic Development Corporation Board				Drainage Committee	Planning & Zoning Commission	Capital Improvements Advisory Committee	Civic Center Board	Parks & Recreation Advisory Board	Planning & Zoning Commission	Library Board
Building and Standards Commission	Library Advisory Board					Tree Care Board	Commission on Aging	Industrial Development Corporation Board	Planning & Zoning Commission		Main Street Advisory Board
Cemetery Advisory Board	Main Street Advisory Board					Animal Control Advisory Committee	Comprehensive Master Plan Committee	Library Board	Zoning Board of Adjustments		Parks, Open Space, and Recreation Committee
Electrical Board	Mineral Wells Housing Authority					Zoning Board of Adjustment	Construction Board of Appeals	Main Street Advisory Committee			Planning and Zoning Commission
Finance Committee	Parks and Recreation Advisory Board					Dangerous Structure Determination Board	Dupre Local Govt. Corp. / Tax Inct. Reinv. Zone	Mount Pleasant Housing Authority			Vision Zero Advisory Board
Historic Preservation Board	Planning and Zoning Commission						Historic Preservation Commission	Parks and Recreation Board			Zoning Board of Adjustment
Hotel Tax Committee	TIRZ Board						Hotel Occupancy Grant Review Committee	Planning and Zoning Commission			
Housing Authority	Water District Board						Library Commission				
Parks Advisory Board	Woodland Park Cemetery Board of Trustees						Main Street Advisory Board				
Planning and Zoning Commission							Parks and Recreation Commission				
Opera House Advisory Committee							Planning and Zoning Commission				
Strategic Planning Committee							Sustainability Commission				
Grant Search, Procurement, and Implementation Committee							Zoning Board of Adjustments				
Uvalde Tree Board											
Water Optimization Board											
18	12	0	0	1	4	8	16	10	6	4	9

Humble	Iowa Colony	Seabrook
Animal Shelter Committee	Crime Control and Prevention District	Board of Adjustment
Beautification Committee	District Boundaries Commission	Building & Standards Commission
Northeast Hospital Authority Board	Historical Committee	Charter Review Commission
	Iowa Colony Development Authority	Civil Service Commission
	Parks and Recreation	Ethics Review Commission
	Planning Commission	Master Plan Review
	Tax Increment Reinvestment Zone	Open Space and Trails Committee
		Planning & Zoning Commission
		Seabrook Economic Development Corporation
3	7	9

PEG CHANNEL

Brand	Model	MSRP	Reason/Notes
CASTUS	QuickCast 102 (hardware ONLY)	\$ 13,495.00	Necessary to go back into compliance
CASTUS	CCS 1080P ANNUAL	\$ 3,100.00	1080p is necessary only if the city uses this as a front-end system
CASTUS	Closed Captioning Pro LIVE 100hrs	\$ 1,000.00	
	Shipping	\$ 200.00	
Total		\$ 17,795.00	

Conference Room

Brand	Model	MSRP	Reason/Notes
Blackmagic Design	Web Presenter Pro - OWNED	\$ -	Supplied and unused by FordAV build - Stream to YouTube without a computer (would not work with Swagit system)
PTZOptics	Move SE SDI/HDMI/USB/IP PTZ Camera with 12x Optical Zoom (White)	\$ 999.00	PTZ robotic camera to mount on the wall and capture the room.
Galaxy Audio	JIB/S Jack in The Box Signal Splitter	\$ 34.99	To split ceiling mic audio to stream embed & marantz recorder
Panasonic	Wall Mount	\$ 175.00	to mount PTZ camera to the wall
Blackmagic Design	Audio to SDI Mini Converter	\$ 219.00	To embed audio from ceiling mic to stream signal - CURRENTLY IN-USE CEILING MICROPHONE
Pearstone	USB-C 3.1 to USB-A	\$ 11.99	To connect Web Presenter to Lenovo Computer
Pearstone	PM Series 1/4" TRS Male to XLR Male	\$ 7.95	To connect audio from splitter to marantz recorder
Kopul	Premium Performance 3000 Series 1/4" Male to 1/4" Male	\$ 6.50	To connect audio from splitter to audio embedder
Hosa Technology	1/4" Male to RCA Male	\$ 5.95	To connect ceiling audio output to audio splitter
			HDMI COMPUTER MONITOR TO VIEW STREAM STATUS
Total		\$ 1,460.38	

Control Room Rack

Brand	Model	MSRP	Reason/Notes
Synology	12-bay NAS with 12x 8TB HDD	\$ 6,149.87	Off-cloud video server
Synology	16GB DDR4 NAS upgrade	\$ 1,479.96	RAM upgrade for better video file transfer processing
CyberPower	OR1500LCDRT2U Smart App UPS	\$ 495.95	Backup battery to protect Server & PEG channel systems
Blackmagic Design	MultiView 16	\$ 1,575.00	To view & monitor ALL signals coming to the Control Room
Blackmagic Design	SmartScope Duo	\$ 885.00	Additional monitoring capabilities, with videoscopes
Tote Vision	LED-1906HDMTR 19" Rackmount LCD Monitor	\$ 459.20	Rack-mounted Monitor for MultiView 16
Aruba	6300F	\$ 7,000.00	IT/AV Network Switch to allow NAS high-speed connection to the city's network
Blackmagic Design	Videohub 20x20 12G Zero-Latency Video Router	\$ 2,395.00	Video Router
Blackmagic Design	Media Player 10G	\$ 995.00	Allows computer to be a graphics generator
Blackmagic Design	DaVinci Resolve Editor Controller	\$ 395.00	Goes with the Media Player 10G to generate graphics
Total		\$ 21,829.98	

Council Chambers

Brand	Model	MSRP	Reason/Notes
		\$-	ADD BUTTONS TO Q-SYS CONTROL PADS AT DAIS TO START STREAM (with current system, would need readdressing if the city goes with Swagit)
Listen Technologies	Assistive Listening DSP Value Package (72 MHz)	\$ 1,099.00	ADA Compliance for Assistive Listening
Total		\$ 1,099.00	

Mobile Live-streaming/Public Meeting Unit

Brand	Model	MSRP	Reason/Notes
Blackmagic Design	ATEM Mini Pro HDMI Live Stream Switcher - OWNED	\$ -	Switch Camera feeds & stream to YouTube/RTMP signal off-site
PTZOptics	Producer-SE Camera & Controller Bundle	\$ 3,745.00	3x Cameras + controller for mobile set-ups
			TRIPODS
			HDMI CABLES
			ETHERNET CABLE
			STORAGE & TRAVEL CASE
Swagit	EASE	\$ 9,500.00	IF WE GO WITH THE SWAGIT SYSTEM
Total		\$ 13,245.00	

Cables, Connectors, & Tools

Brand	Model	MSRP	Reason/Notes
BXQJNLNEX	11 INCH Professional BNC Extraction Tool	\$ 9.99	Tool
Delgada	Multifunctional Coax Compression Connector Crimper Kit	\$ 26.99	Tool to make SDI cables
Kopul	CBT-MF Multi-Function Cable Tester	\$ 99.95	Tests cables
MyCableMart	1000ft RG6/18AWG 6G-SDI	\$ 211.12	Bulk 6G-SDI cable spool
The Cimple Co	BNC Compression Connector for RG6 Coaxial Cable - Pack of 100	\$ 129.99	Bulk BNC cable ends to make SDI cables
Total		\$ 478.04	

Video Equipment

Brand	Model	MSRP	Reason/Notes
Flycam	Redking Video Camera Stabilizer with Vista-II Arm & Vest	\$ 968.00	Wearable Steadicam for the XA55
Atomos	Shinobi 5" 4K HDMI Monitor with 5" Accessory Kit	\$ 399.00	External Monitor to go alongside the steadicam
Canon	BP-828 Lithium-Ion Battery Pack (2670mAh)	\$ 149.99	Extra battery to go with the XA55
Hoodman	Aviator Magnetic Sunshade Hood for DJI Smart & RC Controllers	\$ 49.99	Sunshade for drone controller
Impact	Turtle Base C-Stand Kit (10.75", Black)	\$ 169.95	Video grip equipment
Canon	EOS R5 Mirrorless Camera	\$ 2,999.00	Additional camera for Public Affairs department
Canon	Extra Camera Battery	\$ 79.00	Extra battery for the new camera
Canon	Mount Adapter EF-EOS R	\$ 129.00	Mount to use current lenses with new camera
	Extra Memory Card	\$ 100.00	SD Cards for cameras
Canon	RF 100-500mm f/4.5-7.1 L IS USM Lens	\$ 2,699.00	New lens to go with the new camera
Total		\$ 7,742.93	

TOTAL \$63,650.33

CITY OF SEABROOK
2023-2024 FORECAST

DEPARTMENT 830 - PEG FUND

		ForecastRevenue												BUDGET		VARIANCE	
		FORECAST*												BUDGET ANNUAL		FAV/(UNFAV)	
		23-Oct	23-Nov	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep				
830-7210	FRANCHISE TAX	\$ -	\$ 7,622.00	\$ -	\$ -	\$ 7,545.00	\$ -	\$ -	\$ 7,198.00	\$ -	\$ -	\$ 8,314.00	\$ -	\$ 30,679.00	\$ 33,780.00	\$ (3,101.00)	
830-9510	INTEREST EARNED	\$ 706.00	\$ 688.00	\$ 440.00	\$ 440.00	\$ 408.00	\$ 431.00	\$ 250.00	\$ 227.00	\$ 229.00	\$ 259.00	\$ 276.00	\$ 275.00	\$ 4,629.00	\$ 6,218.00	\$ (1,589.00)	
TOTAL		\$ 706.00	\$ 8,310.00	\$ 440.00	\$ 440.00	\$ 7,953.00	\$ 431.00	\$ 250.00	\$ 7,425.00	\$ 229.00	\$ 259.00	\$ 8,590.00	\$ 275.00	\$ 35,308.00	\$ 39,998.00	\$ (4,692.00)	

* FORECAST IS BUDGET UNTIL DEPARTMENT ADJUSTS FIGURES.

		BudgetRevenue												BUDGET		VARIANCE	
		BUDGET												BUDGET ANNUAL		FAV/(UNFAV)	
		23-Oct	23-Nov	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep				
830-7210	FRANCHISE TAX	\$ -	\$ 7,657.00	\$ -	\$ 798.00	\$ 7,804.00	\$ -	\$ 256.00	\$ 7,629.00	\$ -	\$ 133.00	\$ 7,590.00	\$ 1,913.00	\$ 33,780.00	\$ 33,780.00	\$ -	
830-9510	INTEREST EARNED	\$ 452.00	\$ 459.00	\$ 499.00	\$ 520.00	\$ 488.00	\$ 510.00	\$ 479.00	\$ 505.00	\$ 508.00	\$ 575.00	\$ 613.00	\$ 610.00	\$ 6,218.00	\$ 6,218.00	\$ -	
TOTAL		\$ 452.00	\$ 8,116.00	\$ 499.00	\$ 1,318.00	\$ 8,292.00	\$ 510.00	\$ 735.00	\$ 8,134.00	\$ 508.00	\$ 708.00	\$ 8,203.00	\$ 2,523.00	\$ 39,998.00	\$ 39,998.00	\$ -	

		Budget												BUDGET		VARIANCE	
		BUDGET												BUDGET ANNUAL		FAV/(UNFAV)	
		23-Oct	23-Nov	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep				
830-4010	OFFICE SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
830-4150	SMALL TOOLS & EQUIP	\$ 697.00	\$ 2,965.00	\$ -	\$ 386.00	\$ 376.00	\$ 363.00	\$ 1,955.00	\$ 44.00	\$ 2,006.00	\$ 297.00	\$ 4,350.00	\$ 6,562.00	\$ 20,001.00	\$ 20,001.00	\$ -	
	TOTAL SUPPLIES	\$ 697.00	\$ 2,965.00	\$ -	\$ 386.00	\$ 376.00	\$ 363.00	\$ 1,955.00	\$ 44.00	\$ 2,006.00	\$ 297.00	\$ 4,350.00	\$ 6,562.00	\$ 20,001.00	\$ 20,001.00	\$ -	
830-5465	MISC EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	TOTAL SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
830-6020	EQUIPMENT	\$ 23,909.00	\$ 19,258.00	\$ -	\$ 328.00	\$ -	\$ 1,969.00	\$ 55,135.00	\$ -	\$ -	\$ -	\$ 2,039.00	\$ 25,090.00	\$ 127,728.00	\$ 127,728.00	\$ -	
	TOTAL CAPITAL OUTLAY	\$ 23,909.00	\$ 19,258.00	\$ -	\$ 328.00	\$ -	\$ 1,969.00	\$ 55,135.00	\$ -	\$ -	\$ -	\$ 2,039.00	\$ 25,090.00	\$ 127,728.00	\$ 127,728.00	\$ -	
TOTAL		\$ 24,606.00	\$ 22,223.00	\$ -	\$ 714.00	\$ 376.00	\$ 2,332.00	\$ 57,090.00	\$ 44.00	\$ 2,006.00	\$ 297.00	\$ 6,389.00	\$ 31,652.00	\$ 147,729.00	\$ 147,729.00	\$ -	

		Forecast												BUDGET		VARIANCE	
		FORECAST												BUDGET ANNUAL		FAV/(UNFAV)	
		23-Oct	23-Nov	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep				
830-4010	OFFICE SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
830-4150	SMALL TOOLS & EQUIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,020.00	\$ -	\$ -	\$ -	\$ 449.00	\$ 2,175.00	\$ 3,281.00	\$ 10,925.00	\$ 20,001.00	\$ 9,076.00	
	TOTAL SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,020.00	\$ -	\$ -	\$ -	\$ 449.00	\$ 2,175.00	\$ 3,281.00	\$ 10,925.00	\$ 20,001.00	\$ 9,076.00	
830-5465	MISC EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	TOTAL SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
830-6020	EQUIPMENT	\$ -	\$ 79,095.00	\$ 66.00	\$ 1,813.00	\$ -	\$ 33,620.00	\$ -	\$ -	\$ -	\$ 1,896.00	\$ 2,793.00	\$ 8,443.00	\$ 127,726.00	\$ 127,728.00	\$ -	
	TOTAL CAPITAL OUTLAY	\$ -	\$ 79,095.00	\$ 66.00	\$ 1,813.00	\$ -	\$ 33,620.00	\$ -	\$ -	\$ -	\$ 1,896.00	\$ 2,793.00	\$ 8,443.00	\$ 127,726.00	\$ 127,728.00	\$ -	
TOTAL		\$ -	\$ 79,095.00	\$ 66.00	\$ 1,813.00	\$ -	\$ 38,640.00	\$ -	\$ -	\$ -	\$ 2,345.00	\$ 4,968.00	\$ 11,724.00	\$ 138,651.00	\$ 147,729.00	\$ 9,076.00	

FORECAST202324																
ACCOUNT	23-Oct	23-Nov	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	TOTAL			
830-4010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
830-4150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,019.95	\$ -	\$ -	\$ -	\$ 448.95	\$ 2,175.12	\$ 3,280.79	\$ 10,924.81			
830-5465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
830-6020	\$ -	\$ 79,095.00	\$ 66.38	\$ 1,812.69	\$ -	\$ 33,619.71	\$ -	\$ -	\$ -	\$ 1,896.10	\$ 2,793.08	\$ 8,443.03	\$ 127,725.99			
830-7210	\$ -	\$ 7,622.28	\$ -	\$ -	\$ 7,544.62	\$ -	\$ -	\$ 7,197.70	\$ -	\$ -	\$ 8,313.80	\$ -	\$ 30,678.40			
830-9510	\$ 706.16	\$ 688.22	\$ 440.29	\$ 440.18	\$ 407.98	\$ 431.37	\$ 250.14	\$ 227.36	\$ 228.88	\$ 258.97	\$ 276.05	\$ 274.73	\$ 4,630.33			

BUDGET202324																
ACCOUNT	23-Oct	23-Nov	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	TOTAL			
830-4010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
830-4150	\$ 696.50	\$ 2,964.90	\$ -	\$ 386.40	\$ 375.57	\$ 363.41	\$ 1,955.14	\$ 43.84	\$ 2,005.74	\$ 296.66	\$ 4,350.25	\$ 6,561.59	\$ 20,000.00	\$ -	\$ -	
830-5465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
830-6020	\$ 23,909.45	\$ 19,257.58	\$ -	\$ 327.53	\$ -	\$ 1,968.55	\$ 55,134.67	\$ -	\$ -	\$ -	\$ 2,038.57	\$ 25,089.94	\$ 127,726.29	\$ -	\$ -	
830-7210	\$ -	\$ 7,657.27	\$ -	\$ 797.59	\$ 7,804.35	\$ -	\$ 255.82	\$ 7,628.96	\$ -	\$ 133.20	\$ 7,590.50	\$ 1,913.31	\$ 33,781.00	\$ -	\$ -	
830-9510	\$ 452.01	\$ 459.33	\$ 498.57	\$ 519.83	\$ 488.36	\$ 510.48	\$ 479.12	\$ 505.05	\$ 508.44	\$ 575.29	\$ 613.23	\$ 610.29	\$ 6,220.00	\$ -	\$ -	



Agenda Briefing

Date of Meeting: September 3, 2024

Responsible Department: City Secretary's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on a request from Barge295 for hotel occupancy tax funds in the amount of \$28,500 for fiscal year 2024-2025, to include a schedule for releasing funds to the applicant if approved.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. FY 25 HOT Request - Fall Fest Pat Green

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

EXPLANATION OF HOTEL OCCUPANCY TAX SPONSORSHIPS

The purpose of City of Seabrook HOT Sponsorships are to provide funds to qualifying events and programs that have a direct impact on overnight hotel and motel room nights resulting in an increase in tourism activity in Seabrook.

HOTEL OCCUPANCY TAX USE GUIDELINES UNDER STATE LAW

The use of HOT funds is dictated by State law and defined in the Texas Tax Code (Subtitle D. Local Hotel/Motel Occupancy Taxes; Chapter 351. Municipal Hotel/Motel Occupancy Taxes). Use of the approved HOT funds, MUST by law, directly enhance and promote tourism and the convention and hotel industry, AND fall within one of the statutorily provided categories:

CONVENTION CENTERS AND VISITOR CENTERS

the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information center or both.

REGISTRATION OF CONVENTION DELEGATES

the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.

ADVERTISING, SOLICITATION, AND PROMOTIONS

advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.

PROMOTION OF THE ARTS

the encouragement, promotion, improvement, and application of the arts; including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

HISTORICAL RESTORATION AND PRESERVATION

historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites, museums, or exhibits.

SPORTING EVENT EXPENSE

funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population under 1 million.

SPORTING FACILITIES

enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.

TRANSPORTATION OF TOURISTS

funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:

- the commercial center of the city
- a convention center in the city
- Other hotels in or near the city
- tourist attractions in or near the city
- Directional Signage: signage directing the public to sights and attractions that are frequently visited within the municipality.

SIGNAGE

Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.



SPONSORSHIP ALLOCATION

Seabrook City Council reviews and allocates all HOT Sponsorships. Events/programs must [complete the application process](#), execute a sponsorship agreement, abide by fund distribution procedures, complete the Seabrook special event permit application, and provide a detailed post-event report and presentation to the Seabrook City Council.

APPLICATION PROCESS

Events and qualifying programs that wish to receive a HOT Fund Sponsorship must [apply by completing an annual HOT Funding Request application](#). The application requires all applicants to submit the following:

- A detailed budget (including profit/loss statement)
- Marketing Plan
- Historical event/program details
- An established hotel promo code to encourage overnight stays for vendors/patrons at one or more of Seabrook’s lodging establishments.
- Documented proof that prior events/programs have had a direct impact on Seabrook hotels
- Statement of long-range goals for the event/program to be funded.

EVENTS/PROGRAMS THAT DO NOT GENERATE MEASURABLE HOTEL ACTIVITY MAY NOT BE ELIGIBLE FOR RECEIPT OF HOT FUNDS.

TIMELINE FOR 2024-2025 FISCAL YEAR

June 10, 2024	Application's Open
July 19, 2024	Application Deadline
July 23, 2024	City Staff Review and Discussion
July 31, 2024	City Council Review and Decision
August 1, 2024	Notification of Council's Decision

The council's decision regarding the allocation of Hotel Occupancy Tax (HOT) funding, as determined by the vote conducted during this meeting, is final and binding. There is no further appeal process available. All parties are expected to comply with this as adopted by the council.

Applications will be reviewed by city staff and then placed on a regular City Council meeting agenda. Applicants will be notified of the meeting and are highly encouraged to attend. All applications will then be reviewed by the Seabrook City Council and a decision on funding will be made during the review process. Special consideration may be given to first-time events/programs. First-time events/programs should immediately contact the Department of Public Affairs for information on how to proceed with an application.

SPONSORSHIP AGREEMENT

At the beginning of each fiscal year, city staff will prepare an agreement between the city and the awarded applicants. The agreement must be executed prior to the distribution of funds. The amount allocated in the agreement will reflect Seabrook City Council’s decision during the application process. By executing the agreement, the event/program holder agrees to the fund distribution procedure and understands the City of Seabrook may not distribute funds if the reimbursement request does not meet qualifying expenditure criteria or in the event of a force majeure.

FUND DISTRIBUTION PROCEDURE

Funds will be distributed to applicants on a 75/25 basis. 75% of awarded funds will be distributed after October 1st of the year prior to the event, upon receipt of an invoice from the event holder. The remainder of the awarded funds will be paid after proof of ALL qualifying expenditures have been paid. Qualifying expenditures include but may not be limited to advertising, marketing, promotional material, signage, promotion of the arts expenditures, visitor transportation expenses, and other expenditures that align with state law. All awarded applicants must provide the following documents for ALL awarded funds:

- itemized original vendor invoicing and
- proof of vendor payment

The final 25% invoice must be accompanied by all required documentation and submitted by [email to the Department of Public Affairs](#). City staff will verify that expenditures align with state law and may contact awarded applicants or vendors for further clarification if needed. Once expenditures are reviewed, the final event/program invoice will be submitted for processing according to the City of Seabrook Purchasing Policy. All awarded applicants must complete a City of Seabrook Vendor Packet prior to the distribution of funds. Funds will not be distributed to individuals. Funds shall only be distributed in the name of the event/program holder designated as authorized in the executed agreement.

SPECIAL EVENT PERMIT APPLICATION

All awarded applicants must [complete a City of Seabrook Special Event Permit Application](#) 45 days in advance of the event/program. The permit application will review the event/program in its entirety to ensure public safety is a top priority. Awarded applicants who do not complete the special event permit application according to city procedure may jeopardize the reimbursement/distribution of funds. **Events not held in Seabrook city limits and/or certain programs may receive a waiver if a special event permit is not applicable.*

EVENT/PROGRAM MARKETING, ADVERTISING, AND PROMOTIONAL REQUIREMENTS

To the best of the awarded applicants’ ability, all Seabrook lodging facilities should be listed on the event/program website and include current contact information and links to the facility. All Seabrook hoteliers must be made aware of the event/program, have access to mailing lists, and have sufficient time to participate in the bidding process for both primary bookings and overflow. Any promotional materials (brochures, website, advertisements, etc.) using HOT funds must include the City of Seabrook logo and link to [www.seabrooktx.gov](#). Any event/program signage is required to include the City of Seabrook logo. [Contact the Department of Public Affairs for the City of Seabrook branding and logo guidelines.](#)

POST-EVENT REPORT AND PRESENTATION

Awarded applicants must provide a Post-Event Report and present the report to Seabrook City Council within 60 days of the event/program completion. Awarded applicants must include documentation of how granted funds were spent and provide proof of payment. Seabrook City Council meets on the first and third Tuesday of each month. The event/program holder must coordinate with the Department of Public Affairs and the Office of the City Secretary for placement on a Seabrook City Council agenda. Any future consideration of funding from the City of Seabrook is dependent on the awarded applicant providing a report on the use and outcomes from prior funding by the City of Seabrook.

The outlined HOT Sponsorship Funding Procedures serve as a guide for city staff, applicants, and award applicants. The use of HOT fund revenue is limited to expenditures that directly enhance and promote tourism and the convention and hotel industry in Seabrook. Priority will be given to events/programs based on their ability to generate overnight visitors and tourism revenue to Seabrook.

DOES YOUR EVENT QUALIFY FOR FUNDING?*

☒ YES - My event/program results in overnight stays in Seabrook hotels or lodging facilities and meets at least 1 of the criteria listed above.

☐ NO - My event/program DOES NOT result in overnight stays and DOES NOT meet any of the criteria listed above.

PLEASE COMPLETE THE FOLLOWING INFORMATION ABOUT YOUR ORGANIZATION/GROUP.

PRIMARY CONTACT'S FIRST NAME*

Michael

PRIMARY CONTACT'S LAST NAME*

Robinson

ORGANIZATION/GROUP NAME*

Barge 295

STREET ADDRESS*

2613 1/2 Nasa parkway

MAILING ADDRESS

If different from your street address

CITY*

Seabrook

STATE*

texas

ZIP*

77586

PHONE NUMBER*

8322151910

EMAIL ADDRESS*

mrobinson@cardinaltx.com

DID YOUR EVENT/PROGRAM RECEIVE A HOTEL OCCUPANCY TAX SPONSORSHIP FOR THE FISCAL YEAR 2023/2024?*

☐ YES - My event/program received a HOT Sponsorship

☒ NO - My event/program did not receive a HOT sponsorship

PLEASE UPLOAD YOUR FY23/24 POST EVENT REPORT

Choose File

 No file chosen

POST EVENT REPORT

You have indicated that your event/program DID receive a HOT Sponsorship for Fiscal Year 23/24.

All events/programs that receive HOT funds are required to prepare and submit a Post Event Report.

The Post Event Report should include the following:

- Overview of the event/program
- Statement on the impact the event/program had on Seabrook hotels.
- Event/program budget, including information on how sponsorship funds were spent in accordance with State Law.
- Marketing plan with examples of advertisements
- A copy of the city-issued Special Event Permit or Special Event Permit Waiver.

HOW DID YOUR EVENT CAPTURE THE IMPACT OF OVERNIGHT STAYS IN SEABROOK?

Check all that apply.

- ☐ Hotel Room Blocks
- ☐ Participant Survey
- ☐ Registration Fee Discounts
- ☐ My event does not have a mechanism in place for capturing the number of participants or attendees who stay in Seabrook hotels.
- ☐ Other

PLEASE SPECIFY

APPROXIMATELY HOW MANY SEABROOK ROOM NIGHTS WERE A DIRECT RESULT OF YOUR EVENT/PROGRAM?

- ☐ I don't know how many room nights were a DIRECT result of my event.
- ☐ Less than 10 room nights
- ☐ 10 to 25 room nights
- ☐ 26 to 75 room nights
- ☐ 76 to 125 room nights
- ☐ 126 to 200 room nights
- ☐ 200 or more room nights

Please be prepared to elaborate and provide additional information on how this estimate is reported.

Identifying the overall hotel occupancy IS NOT considered to be a DIRECT result of an event/program.

HAS YOUR EVENT/PROGRAM RECEIVED A HOT SPONSORSHIP IN THE PAST?

- ☐ YES - My event/program has received HOT funds in the past
- ☒ NO - My event/program has never received HOT funds

IF YOUR EVENT/PROGRAM HAS RECEIVED HOT FUNDS IN A PRIOR YEAR, PLEASE INDICATE WHY YOU DID NOT RECEIVE FUNDS IN FY23/24.

NA

IF YOUR EVENT/PROGRAM HAS NEVER RECEIVED HOT FUNDS, PLEASE DESCRIBE YOUR EVENT IN DETAIL AND THE IMPACT YOUR EVENT/PROGRAM WILL HAVE ON SEABROOK HOTELS.

Barge 295 hosts four special events per year; each event is a musical performance, and each event has an attendance of between 750-1000 people per event, at least 2 of the event are fundraising events for local charities, in the past, we have run zip code searches for all credit card purchases for tickets and items sold at our events, 85% Of all purchases were from people residing outside of 77586 zip code and roughly 60% of those purchases were from areas at a minimum of 30 miles from the location of event.

EVENT/PROGRAM INFORMATION

Please provide the following information about the event/program that you are seeking funds for.

NAME OF EVENT/PROGRAM*

2024 Fall Fest at Barge295 featuring Pat Green

FUNDING REQUESTED*

28500

Please identify the amount of sponsorship funds you are seeking.

Due to the downward trend of Seabrook hotel occupancy funds, we kindly ask that you DO NOT seek funds in excess of prior year sponsorships/grants.

EVENT LOCATION(S)*

Select all that apply.

☒ City of Seabrook

☐ City of Kemah

☐ City of Nassau Bay

☐ City of Webster

☐ City of La Porte

☐ City of Houston

EVENT/PROGRAM DATE(S)*

10/11/2024

 —

10/12/2024

The event/program date must be between October 1, 2024 and September 30, 2025.

EXPECTED ATTENDANCE*

1000

How many attendees/participants/guests do you anticipate to attend your event/program?

EVENT/PROGRAM BUDGET*

Pat Green event profit and loss.xlsx

Please upload a detailed budget, including profit/loss statement, for your event/program.

MARKETING PLAN*

Hot tax submission.docx

Please upload your event/program's marketing plan.

HOTEL PROMO CODE*

hotel block.docx

Please upload the documentation stating the hotel promo code that has been established for your event/program.

HOTEL IMPACT REPORT*

Historical Event Details Pat Green 2023.pdf

Please upload any documentation showing the direct impact your prior event/program has had on Seabrook hotels.

IN ADDITION TO A HOTEL PROMO CODE, HOW WILL YOU TRACK AND REPORT THE DIRECT IMPACT OF OVERNIGHT STAYS IN SEABROOK HOTELS AND LODGING FACILITIES?*

Through direct contact with the individual hotels and the unique clicks and direct links through our online ticket sales.

PLEASE IDENTIFY THE AMOUNT OF FUNDS ANTICIPATED TO BE RECEIVED FROM OTHER ORGANIZATIONS.

CITY OF KEMAH

CITY OF LEAGUE CITY

CITY OF LA PORTE

CITY OF NASSAU BAY

OTHER MUNICIPALITY

ADDITIONAL SPONSORSHIPS

*not provided by a municipality.

ACKNOWLEDGMENT

Prior to submitting this form, please acknowledge and confirm the following:

IS THE INFORMATION PROVIDED IN THIS APPLICATION TRUE AND CORRECT?*

☒ YES

☐ NO

DO YOU UNDERSTAND THAT FUNDS RECEIVED FROM THE CITY OF SEABROOK'S HOTEL OCCUPANCY TAX FUND MUST BE USED IN COMPLIANCE WITH TEXAS STATE LAW AS OUTLINED ON THIS APPLICATION?*

☒ YES

☐ NO

SIGNATURE*

Michael D Robinson

TODAY'S DATE*

8/25/2024



MEETING MINUTES
AUGUST 20, 2024

SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING

Mayor Thom Kolupski called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Thom Kolupski, Buddy Hammann, Jackie Rasco, Tom Tollett, Michael Giangrosso, Joe Machol. Also in attendance were: City Manager Gayle Cook, City Secretary Rachel Lewis, and Deputy City Manager Sean Landis. Mayor Thom Kolupski declared a quorum and pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

The following citizens gave public comments:

Debra Delucia 929 Mystic Village Warehouse air contamination

1.1 Mayor, City Council and/or members of the City staff may make announcements about City/Community events. City Council

Councilmember Hammann announced the following events:

Kid's Fish on September 14, 2024

DF95 Texas State Championship September 13, 2024 through September 15, 2024

Konzerts for Kids on September 14, 2024

Seabrook Saltwater Derby on September 28, 2024

2. PRESENTATIONS

2.1 Presentation of update regarding the progress of the Trap-Neuter-Return (TNR) pilot program.

Chief Rolf Nelson presented the 4-month update. He reported 38 cats cataloged, 11 neutered, and 9 rehomed. He stated a trash receptacle was installed at the pier as well as signs to recruit additional volunteers.

2.2 Presentation of a Lifesaving Award to Officer Jordan Tankersley for the lifesaving efforts he provided for a severely injured child on July 5, 2024.

Chief Nelson presented the Lifesaving Award to Officer Jordan Tankersley for his lifesaving efforts of a child involved in a boating accident.

2.3 Presentation and Quarterly Update of the Seabrook Volunteer Fire Department.

Chief Nathan Douglas presented the update. **See attachment A.** He introduced members of the Seabrook Volunteer Fire Department. He went over the process of how the Department responds to calls which included neighboring agencies.

3. CONSENT AGENDA

3.1 Approve the minutes of the August 6, 2024 Joint Meeting and the August 6, 2024 Regular Meeting.

3.2 Consider and take all appropriate action on the Economic Development Corporation Administrative Services Agreement between the City of Seabrook

and the Seabrook Economic Development Corporation for Fiscal Year 2024-2025.

3.3 Approve the quarterly investment report for the period of April 2024 through June 2024.

Motion:	To Approve the Consent Agenda
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

4. SPECIFIC PUBLIC HEARING

Mayor Kolupski opened the Public Hearing at 6:27 pm.

4.1 Conduct a Public Hearing on a request to change the zoning classification of land described below from the current classification of R-1 “Single-Family Detached Residential District” to R-2 “Single-Family Detached Residential District (Small Lots)”.

Assistant City Manager Sean Landis presented the request for zoning change. **See presentation Attachment B.** The applicant, Jerry Yan, stated the planned lot sizes at 6500 square feet.

There were no public comments.

4.2 Conduct a Public Hearing on a request for approval of a Final Planned Unit Development (PUD), to create, “5815 Old Hwy 146 Monroe Quiet Warehousing Project”, comprising of two 23,980 square-foot tilt wall constructed warehouses located on a 3.695-acre tract of land.

Assistant City Manager Landis presented the PUD. **See the attached presentation C.**

The following citizens gave comments:

Wayne Rudtledge	1709 Dalton, Seabrook, Tx	Railroad track question
Larry Ford	4517 S. Flamingo, Seabrook Tx	Road work time frame question

Mayor Kolupski closed the Public Hearings at 7:02 pm.

5. OLD BUSINESS

5.1 Consider and take all appropriate action on the second reading of Ordinance # 2024-17 a request for approval of a Final Planned Unit Development (Final PUD) to create a “World Class Freezer Facility Planned Unit Development” comprising a 134,632 square foot freezer warehouse, 84 vehicle parking spaces, and 19 tractor-trailer loading spaces located on approximately 7.19 acres tract of land.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed with Councilmembers Hamman, Tollett, Giangrosso, and Mayor Kolupski voting in favor, and Councilmembers Rasco and Machol voting opposed.

5.2 Hear a presentation, consider, and take all appropriate action on extending video recording and livestreaming to all boards & commissions.

City Manager Gayle Cook and AV Specialist Michelle Barnabo presented the costs. **See attachment D.** Councilmember Hammann stated he would like to get input from all of the boards and commissions and would like to get all numbers from HCAD for the upcoming budget before making a decision.

Motion:	To Approve outsourcing of all public meetings - Option C
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Made By:	At-Large Position 1 Rasco
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Seconded By:	At-Large Position 6 Machol
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Vote:	No vote due to postponing
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Motion:	To Table until the next meeting
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Made By:	At-Large Position 1 Rasco
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Seconded By:	Mayor Pro Tem, At-Large Position 5 Hammann
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Vote:	Passed unanimously by all present
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6. NEW BUSINESS

6.1 Consider and take all appropriate action on the first reading of Ordinance # 2024-15 a request to change the zoning classification of land located at 4017 Todville Road, Seabrook, TX 77586 from the current classification of R-1 “Single-Family Detached Residential District” to R-2 “Single-Family Detached Residential District (Small Lots)”.

Motion:	To Approve
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Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
----------	--

Seconded By:	At-Large Position 4 Giangrosso
--------------	--------------------------------

Vote:	Passed unanimously by all present
-------	--

6.2 Consider and take all appropriate action on the first reading of Ordinance # 2024-11 a request for approval of a Final Planned Unit Development (PUD), to create, “5815 Old Hwy 146 Monroe Quiet Warehousing Project”, comprising of two 23,980 square feet tilt wall constructed warehouses located on a 3.695-acre tract of land.

Motion:	To Approve
---------	------------

Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
----------	--

Seconded By:	At-Large Position 4 Giangrosso
--------------	--------------------------------

Vote:	Passed with Councilmembers Hamman, Tollett, Giangrosso, and Mayor Kolupski voting in favor, and Councilmembers Rasco and Machol voting opposed.
-------	--

6.3 Consider and take all appropriate action on the approval of Resolution 2024-19, Seabrook Economic Development Bylaws Amendment, amending the term and allowing for staggered terms of directors.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

6.4 Consider and take all appropriate action on the approval of an engagement letter for auditing services with Crowe. The contract extension is for auditing and reporting on the City's financial statements for the year ending September 30, 2024. The amount not to exceed is \$58,500.

Finance Director Mike Gibbs presented the engagement letter and stated the City would be going out for bids for auditing firms in the future. He informed Council that Crowe purchased Belt, Harris Pechachek which is the firm currently utilized by the City.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

6.5 Consider and take all appropriate action on the approval of a three (3) year Interlocal Governmental Agreement from 2024-2027 for School Crossing Guards between the City of Seabrook and Clear Creek Independent School District (CCISD) for Crossing Guard services for a flat fee of \$12,500.00 a year for two (2) guards.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

6.6 Discussion and possible action regarding LifeVac choking systems for police and emergency vehicles.

Councilmember Machol requested the purchase of LifeVac choking systems for the police vehicles. Chief Nelson stated these devices were not in his current budget, but he would get more information on the devices for presentation if the Council wanted to consider them. EMS Director Robert Turner stated the device wasn't endorsed by American Heart Association or the Red Cross. He stated the training in the Heimlich Maneuver was better for EMS services to utilize. He did not recommend the devices be placed on ambulances.

Motion:	To Approve LifeVac for Police Cars and ambulances
Made By:	At-Large Position 6 Machol
Seconded By:	At-Large Position 1 Rasco
Vote:	Failed with Councilmembers Machol and Rasco voting in favor,

and Mayor Kolupski and Councilmembers Hammann, Tollett and Giangrosso voting opposed.

7. DISCUSSION

7.1 Discussion of rules of procedure and/or a code of conduct for City Council and all boards and commissions for the City of Seabrook.

City Secretary Rachel Lewis discussed the options of either a Code of Conduct or a Rules of Procedure manual as requested by a few members of Council. She requested direction for staff to proceed with the development of one of these for presentation and discussion at a future workshop session. Council was in consensus that a workshop discussion would be needed to discuss a draft of a code of conduct and ethics.

7.2 Discussion of the code enforcement activities for the properties located at 3805 and 3813 NASA Road, Seabrook, Texas, particularly regarding violations of the city's nuisance codes.

Councilmember Machol requested information regarding the code enforcement and current status of the property. He stated the property needed to be cleaned up and remain clean. Assistant City Manager Landis informed Council the owner would be at the next Council meeting to give an update and address the problems. He stated code enforcement had been in contact with the owner but citations had not been issued since development was to begin on that property. He said citations could be issued and sent through Municipal Court if Council felt that last resort action was needed. Councilmember Machol said he welcomed the opportunity to question the owner about the property.

8. ROUTINE BUSINESS

8.1 City Manager update and report to City Council on various items that require no action, including Post Hurricane Beryl Recovery efforts, Seabrook Boards and Commissions, Transportation Projects, and City of Seabrook CIP Projects.

City Manager Cook presented the update. **See attachment E.**

8.2 Monthly Financial Report for July, 2024.

Finance Director Gibbs presented the monthly financial report. See attachment E.

8.3 Establish future meeting dates and agenda items.

City Secretary Rachel Lewis informed Council there would be a Special Meeting at 5:00 pm on Wednesday, August 28, 2024, and the next Regular Council Meeting would take place on September 3, 2024.

Motion:	To Adjourn
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

The meeting was adjourned at 8:27 pm.

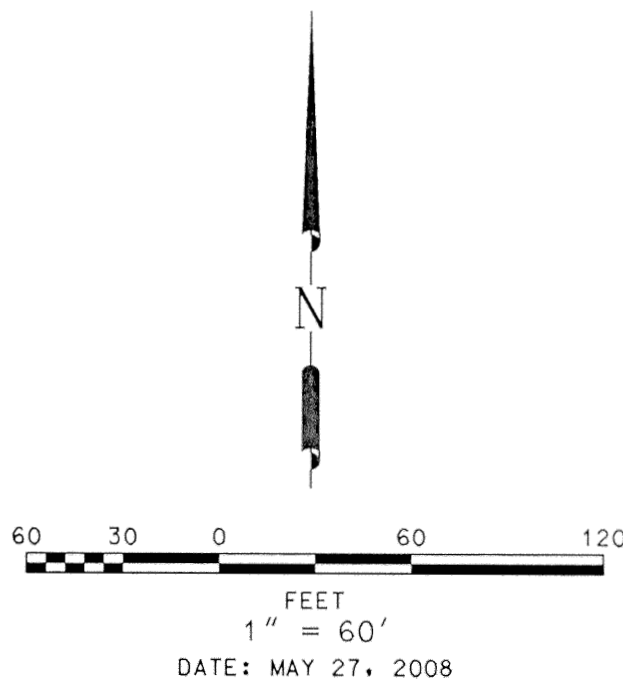
APPROVED: _____
Thomas G. Kolupski
Mayor

DATE: _____

ATTEST: _____
Rachel Lewis, TRMC
City Secretary

R.O.W.	RIGHT-OF-WAY
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
A.E.	AERIAL EASEMENT
D.E.	DRAINAGE EASEMENT
P.A.E.	PRIVATE ACCESS EASEMENT
P.U.E.	PRIVATE UTILITY EASEMENT
ND	FOUND
IR.	IRON ROD
FNC.	FENCE
WD.	WOOD
C.L.F.	CHAIN LINK FENCE
CONC.	CONCRETE
S/W	SIDEWALK
+	FIRE HYDRANT
0	GUARD POST
3	GY ANCHOR
0	LIGHT POLE
●	SERVICE POLE
●	POWER POLE
●	ELECTRIC METER
●	WATER METER
●	MANHOLE
●	CABLE PEDESTAL
●	TELEPHONE PEDESTAL
●	PIPELINE MARKER
●	WATER VALVE

 OFF PROPERTY
 ON PROPERTY



1. THE LOCATION OF THE SUBJECT TRACT ON THE FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO.48587-1085-L, DATED JUNE 18, 2007, LIES WITHIN ZONE "AE", BASE FLOOD ELEVATIONS DETERMINED. THIS STATEMENT IS BASED ON SCALING THE LOCATION OF SAID SURVEY ON THE ABOVE REFERENCE MAP. THIS INFORMATION IS TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS.

3A. TRACT 1
ALL EASEMENTS SHOWN ARE AS DESCRIBED IN A TITLE COMMITMENT PREPARED BY LAWYERS TITLE INSURANCE COMPANY UNDER G.F. NO. 1033002580, HAVING AN EFFECTIVE DATE OF APRIL 20, 2008. NO FURTHER RESEARCH OF THE HARRIS COUNTY DEED RECORDS WAS PERFORMED BY CIVIL CONCEPTS, INC.

ALL EASEMENTS SHOWN ARE AS DESCRIBED IN A TITLE COMMITMENT PREPARED BY LAWYERS TITLE INSURANCE COMPANY UNDER G.F. NO. 1033002587, HAVING AN EFFECTIVE DATE OF APRIL 24, 2008. NO FURTHER RESEARCH OF THE HARRIS COUNTY DEED RECORDS WAS PERFORMED BY CIVIL CONCEPTS, INC.

A tract of land containing 8.988 acres being the residue of a called 10 acre tract as recorded in Volume 2482, Page 1, Harris County Deed Records, the residue of a called 1.0 acre tract (tract one), the residue of a called .22 acre tract (tract two) recorded in Harris County Clerk's File No. D741317 and the residue of a called 1.16 acre tract as recorded in Harris County Clerk's File No. C935568 and being located in the Ritson Morris Survey, Abstract No. 52, Harris County Texas and being particularly described by metes and bounds as follows;

THENCE, North 27 degrees 58 minutes 35 seconds East, along the easterly line of said called 6.33 acre tract and the westerly line of said Todville Road, for a distance of 116.79 feet to a set five eighth inch iron rod with cap stamped "CCI" for the **POINT OF BEGINNING**;

- A tract of land containing 7.491 acres being all of a called 6.7704 acre tract as recorded in Harris County Clerk's File No. 20070498886 and all of a called 0.7235 acre tract as recorded in Harris County Clerk's file No. 2007078075 and being located in the Ritson Morris Survey, Abstract No. 52, Harris County, Texas, and being more particularly described by metes and bounds as follows;

THENCE, North 27 degrees 58 minutes 35 seconds East, along the westerly line of said Todville Road, passing at 116.79 feet the northeast corner of said called 0.8734 acre tract, for a total distance of 300.39 feet to the southeast corner of said called 0.7235 acre tract and being the **POINT OF BEGINNING**;

1. **THENCE**, South 86 degrees 55 minutes 22 seconds West, along the south line of said called 0.7235 acre tract, for a distance of 775.83 feet to the southwest corner of said called 0.7235 acre tract;
2. **THENCE**, North 03 degrees 04 minutes 38 seconds West, along the west line of said called 0.7235 acre tract, for a distance of 40.00 feet to the southwest corner of said called 0.7235 acre tract and being in the south line of said called 6.7704 acre tract and in the north line of a called 10 acre tract as recorded in Volume 2482, Page 1, Harris County Deed Records;
3. **THENCE**, South 86 degrees 55 minutes 22 seconds West, along the south line of said called 6.7704 acre tract and the north line of said called 10 acre tract, for a distance of 741.59 feet to the southwest corner of said called 6.7704 acre tract and being in the easterly line of Block 7, Mystic Village at Lake Mija, as recorded in Film Code 409122, Harris County Map Records;
4. **THENCE**, North 28 degrees 05 minutes 22 seconds East, along the easterly line of said Block 7, Mystic Village at Lake Mija, for a distance of 223.52 feet to a set five eighths inch iron rod with cap stamped "CCI" for the northwest corner of said called 6.7704 acre tract and being in the south line of Baybrook Village, Section 3, recorded in Volume 323, Page 29, Harris County Map Records;
5. **THENCE**, North 86 degrees 55 minutes 22 seconds East, along the north line of said called 6.7704 acre tract, for a distance of 1541.00 feet to a set five eighths inch iron rod with cap stamped "CCI" for the northeast corner of said called 6.7704 acre tract, from which a found five eighths inch iron rod bears South 12 degrees West, 4.5 feet and being in the westerly line of said Todville Road;
6. **THENCE**, South 27 degrees 58 minutes 35 seconds West, along the westerly line of said Todville road, passing at 223.26 feet the southeast corner of said called 6.7704 acre tract and the northeast corner of said called 0.7235 acre tract for a total distance of 269.95 feet to the **POINT OF BEGINNING**.

STATE OF TEXAS
REGISTERED
★
DAVID C. NEWELL
4085
PROFESSIONAL
LAND SURVEYOR

DAVID C. NEWELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4085

OF A 8.988 ACRE TRACT
AND A 7.491 ACRE TRACT
OUT OF THE
RITSON MORRIS SURVEY, ABSTRACT NO. 52
HARRIS COUNTY, TEXAS.



3425 FEDERAL STREET, PASADENA, TEXAS 77504
OFFICE: 713.947.6606 FAX: 713.947.6609

Page 82 of 215

**ORDINANCE NO. 2024-15
AMENDMENT TO THE OFFICIAL ZONING MAP
TO REZONE 16.479 ACRES OF LAND FROM THE CURRENT
CLASSIFICATION OF R-1 TO R-2**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING, 16.479 ACRES OF LAND SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT NO. 52, CITY OF SEABROOK, HARRIS COUNTY, TEXAS, LOCATED AT 4017 TODVILLE ROAD, WHICH IS LOCATED WEST OF TODVILLE ROAD, SOUTH OF W. FLAMINGO DRIVE, AND NORTH OF MYSTIC VILLAGE LANE; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", FROM (R-1) "SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT" TO (R-2) "SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT (SMALL LOTS)" FOR THE DEVELOPMENT OF A SINGLE-FAMILY DETACHED RESIDENTIAL DEVELOPMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the applicant, Jerry Yan, Steady Capital, 4622 Riverstone Blvd., Missouri City, Texas 77459, as owner, applied for a zoning change of two tracts of land totaling 16.479 acres, the first containing 8.988 acres being the residue of a called 10-acre tract as recorded in Volume 2482, Page 1, Harris County Deed Records, the residue of a called 1.0-acre tract (tract one), the residue of a called .22 acre tract (tract two) recorded in Harris County Clerk's File No. D741317 and the residue of a called 1.16-acre tract as recorded in Harris County Clerk's File No. C935568 and being located in the Ritson Morris Survey, Abstract No. 52, Harris County Texas; and the second tract of land containing 7.491 acres being all of a called 6.7704-acre tract as recorded in Harris County Clerk's File No. 20070498886 and all of a called 0.7235-acre tract as recorded in Harris County Clerk's File No. 2007078075 and being located in the Ritson Morris Survey, Abstract No. 52, Harris County, Texas, more specifically described in the attached Exhibit "A", which is incorporated by reference for all purposes; and

WHEREAS, all public notices have been published, mailed, and provided in accordance with statute and Appendix A of the City Code of Ordinances (Zoning Code); and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, public hearings on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Seabrook; and

WHEREAS, the Planning and Zoning Commission recommended approval of this zoning change at its meeting on June 20, 2024, and has made its final report prior to the City Council conducting its public hearing; and

50
51 **WHEREAS**, as a result of the said public hearings and the recommendation of the
52 Planning and Zoning Commission as contained in its final report, the City Council hereby finds
53 and determines that the proposed rezoning should be approved as in the best interest of the
54 community, its health and general welfare.

55
56 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
57 **SEABROOK, STATE OF TEXAS:**

58
59 **SECTION 1. FINDINGS.**

60
61 The facts and matters set forth in the preamble of this Ordinance are hereby found to be
62 true and correct.

63
64 **SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE AND TO THE**
65 **OFFICIAL ZONING MAP.**

66
67 The Seabrook City Code of Ordinances, Appendix A, “Comprehensive Zoning”, Article
68 2, “Administration”, Section 2.05, “Official Zoning Map” is hereby amended by rezoning two
69 tracts of land totaling 16.479 acres, the first containing 8.988 acres being the residue of a called
70 10-acre tract as recorded in Volume 2482, Page 1, Harris County Deed Records, the residue of a
71 called 1.0-acre tract (tract one), the residue of a called .22 acre tract (tract two) recorded in Harris
72 County Clerk's File No. D741317 and the residue of a called 1.16-acre tract as recorded in Harris
73 County Clerk's File No. C935568 and being located in the Ritson Morris Survey, Abstract No. 52,
74 Harris County Texas; and the second tract of land containing 7.491 acres being all of a called
75 6.7704-acre tract as recorded in Harris County Clerk's File No. 20070498886 and all of a called
76 0.7235-acre tract as recorded in Harris County Clerk's File No. 2007078075 and being located in
77 the Ritson Morris Survey, Abstract No. 52, Harris County, Texas, (more specifically described in
78 the attached Exhibit “A”, incorporated by reference).

79
80 Upon passage of this Ordinance, the official zoning map of the City of Seabrook shall
81 be amended to reflect this rezoning.

82
83 **SECTION 3. INCORPORATION INTO THE CODE; PENALTY CLAUSE.**

84
85 This ordinance is hereby incorporated and made a part of the Seabrook City Code.
86 Violation of this Ordinance is subject to the penalty section of said Code including, Section
87 11.06, “Criminal Enforcement” which provides that any person who shall violate any provision of
88 this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in
89 an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

90
91 **SECTION 4. REPEAL OF CONFLICTING ORDINANCES.**

92
93 All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are
94 hereby expressly repealed.

95
96
97
98 **SECTION 5. SEVERABILITY.**
99

100 In the event any phrase, provision, sentence, or part of this Ordinance or the application
101 of the same to any person or circumstances shall for any reason be adjudged invalid or held
102 unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this
103 Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or
104 unconstitutional; and the City Council of the City of Seabrook, Texas, declares that it would have
105 passed every part of the same notwithstanding the omission of any such part thus declared to be
106 invalid or unconstitutional, whether there be one or more parts.
107

108
109 **SECTION 6. NOTICE.**
110

111 The City Secretary shall give notice of the enactment of this Ordinance by promptly
112 publishing it or its descriptive caption and penalty after final passage in the official newspaper of
113 the City; the Ordinance to take effect upon publication.
114

115 **PASSED, APPROVED, AND ADOPTED** on first reading with a quorum present, by an
116 affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City
117 Charter Section 2.10 on this 20th day of August 2024.
118

119 **PASSED, APPROVED, AND ADOPTED**, as revised on final reading with a quorum present,
120 by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook
121 City Charter Section 2.10 on this 3rd day of September 2024.
122

123
124 By: _____
125 Thomas G. Kolupski, Mayor

126 ATTEST:
127

128
129 By: _____
130 Rachel Lewis, City Secretary
131

132
133 APPROVED AS TO FORM:
134

135 _____
136 David Olson, City Attorney
137
138
139
140
141
142
143

144
145

Exhibit “A” to Ordinance No. 2024-11

LEGAL DESCRIPTION:

A tract of land containing 3.695 acres (160,967 square feet), more or less, out of the Ritson Morris Survey, Abstract 52, in Harris County, Texas, and being a that same tract of land as described as four acres save and except 0.315 acres to the State of Texas in Harris County Clerk's File No. M513651 of the Deed Records, Harris County, Texas, said tract being more fully described by metes and bounds as follows:

BEGINNING at a "X" in a rock path at the Northwest corner of a called 8.822 acre tract as described in Deed recorded in RP-2017-104300, Deed Records, Harris County, Texas, with the Easterly right of way line of State Highway No. 146, and being the Southwest corner of the tract herein described;

THENCE with the North line of said 8.822 acre tract, South 89 deg. 34 min. 53 sec. East 1,209.79 feet to a found 3/8 inch iron rod, the Southeast corner of this tract, Southwest corner of a called 3.0410 acre tract described in Deed recorded in RP-2017-432-412, Deed Records, Harris County, Texas, from which the Northeast corner of the above mentioned 8.822 acre tract bears South 89 deg. 34 min. 53 sec. East, 173.14 feet;

THENCE North 00 deg. 38 min. 00 sec. East, along the East line of the herein described tract, same being the West line of said 4.00 acre tract, a distance of 139.81 feet (Called North 140.00 feet) feet to a found 3/4 inch iron rod, the Northeast corner of this tract, and along the South line of a called 4.294 acre tract as described in Deed recorded in Z426803, Deed Records, Harris County, Texas;

THENCE North 89 deg. 34 min. 17 sec. West, along the North line of the herein described tract, same being the South line of said 4.294 acre tract, a distance of 1,091.98 feet to a found 3/8 inch iron rod on the Easterly right of way line of State Highway No. 146, for the Northwest corner of this tract;

THENCE with the Easterly right of way line of said Highway No. 146, being a curve to the right with a radius of 1,102.14 feet, arc length of 70.32 feet (Chord Bears South 39 deg. 19 min. 48 sec. West 70.14 feet) to a found TXDOT Concrete Monument;

THENCE with the Easterly right of way line of said Highway No. 146, South 41 deg. 13 min. 33 sec. West, a distance of 112.88 feet to the POINT OF BEGINNING.

**ORDINANCE NO. 2024-11
QUIET WAREHOUSING (PUD)
“PLANNED UNIT DEVELOPMENT”**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, TEXAS APPENDIX A, “COMPREHENSIVE ZONING”, ARTICLE 2, “ADMINISTRATION”, SECTION 2.05, “OFFICIAL ZONING MAP”, BY REZONING 3.695 ACRES SITUATED IN ABSTRACT 52, OF THE RITSON MORRIS SURVEY, IN SEABROOK, HARRIS COUNTY, TEXAS, GENERALLY LOCATED EAST OF OLD STATE HIGHWAY 146, NORTH OF RED BLUFF ROAD, AND SOUTH OF PORT ROAD; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT “A”, FROM (C-2) “MEDIUM COMMERCIAL DISTRICT”, TO (PUD) “PLANNED UNIT DEVELOPMENT”, FOR THE DEVELOPMENT OF TWO (TILT WALL WAREHOUSES) EACH CONTAINING APPROXIMATELY 24,000 SQUARE FEET OF FLOOR SPACE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Seabrook (the “City”) has received an application for rezoning by Starship Texas City LP, (the “Applicant”), for certain real property of approximately 3.695 acres located at 5815 Old Hwy 146, Seabrook, TX 77586, which is generally located east of Old State Highway 146, north of Red Bluff Drive, and south of Port Road, being out of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas (the “Property”), with the Property being more particularly depicted and described in the attached “Exhibit A”, (the “Property”), which is incorporated by reference for all purposes; and

WHEREAS, in its application, the Applicant proposes to develop and use the Property as a tilt wall warehouse project each containing approximately 24,000 square feet of floor space for the warehousing of port-related materials and products distributed throughout the U.S; and

WHEREAS, in its application, the Applicant proposes to rezone the Property from “C-2” (Medium Commercial District) to “PUD” (Planned Unit Development) and has submitted a development plan providing for the depiction and description of the Quiet Warehousing Planned Unit Development (the “Plan”), with the Plan being attached as “Exhibit B”, and incorporated by reference for all purposes, and which is on file with the City Secretary; and

WHEREAS, the Seabrook Planning and Zoning Commission (the “P&Z”) and the City Council of the City (the “Council”) conducted a public hearing to consider approval of the preliminary plan for the PUD rezoning request submitted by the Applicant, and with the P&Z filing a report recommending approval of the rezoning request by the Applicant on February 20, 2024 which Council thereafter approved; and

47 **WHEREAS**, the P&Z and the Council conducted a public hearing to consider approval
48 of the final plan for the PUD rezoning request submitted by the Applicant, with the P&Z filing
49 a report recommending approval of the rezoning request by the Applicant on July 16, 2024;
50 and

51
52 **WHEREAS**, the subject hearings were duly called as provided by the laws of the State
53 of Texas and Appendix “A” of the City’s Code of Ordinances, that at such hearings all persons
54 attending were allowed to be heard on the question of whether or not to rezone the Property as
55 requested by the Applicant, and to determine whether such rezoning would promote the public
56 health, safety, convenience, or general welfare of the citizens and would be in conformance
57 with the Appendix “A” of the City’s Code of Ordinances and the City’s Comprehensive Plan;
58 and

59
60 **WHEREAS**, all public notices have been published, mailed, and provided in
61 accordance with the laws of the State of Texas and Appendix “A” of the City’s Code of
62 Ordinances; and

63
64 **WHEREAS**, as a result of the said public hearings and the recommendation of the
65 P&Z as contained in its final report, the Council deems it appropriate to grant the Applicant’s
66 request for rezoning of the Property, subject to certain regulations, restrictions, conditions, and
67 all applicable provisions of the City’s Code of Ordinances; and

68
69 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
70 **SEABROOK, TEXAS:**

71
72 **SECTION 1. FINDINGS.**
73

74 The facts and matters set forth in the preamble of this Ordinance are hereby found to
75 be true and correct, it is hereby understood that the City Council (the “Council”) of the City of
76 Seabrook, Texas (the “City”) is relying upon the express representations of Starship Texas City
77 LP, (the “Applicant”) appearing in the documents submitted to the City for final approval,
78 including the rezoning application, oral representations made to the Planning and Zoning
79 Commission (the “P&Z”) and the Council to induce approval of the rezoning made the subject
80 of this Ordinance, the final report from the P&Z, the minutes of P&Z and the Council, the
81 identification of the property that is the subject of this Ordinance (the “Property”), and the
82 development plan for the Property (the “Plan”), all of which is attached to and incorporated
83 into this Ordinance as Exhibit “A” and Exhibit “B”.
84

85 **SECTION 2. AMENDMENT TO THE CITY’S CODE OF ORDINANCE AND**
86 **THE CITY’S OFFICIAL ZONING MAP.**
87

88 The City’s Code of Ordinances, Appendix A, “Comprehensive Zoning”, Article 2,
89 “Administration”, Section 2.05, “Official Zoning Map” is hereby amended by rezoning the
90 Property from C-2 to PUD *strictly conditioned upon full compliance with the approved Plan,*
91 *the regulations, restrictions, and conditions*, as set forth in the Plan attached as “Exhibit B”.
92 Additionally, the City’s Official Zoning Map shall be revised and amended to show the

93 designation of the Property as rezoned to PUD, with the appropriate reference thereon to the
94 number and effective date of this Ordinance, and a brief description of the nature of the change.
95
96
97

98 **SECTION 3. INCORPORATION INTO THE CITY'S CODE OF**
99 **ORDINANCES; PENALTY CLAUSE.**
100

101 This Ordinance is hereby incorporated and made a part of the City's Code of
102 Ordinances. Violation of this Ordinance is subject to the penalties of Section 11.06 of the City's
103 Code of Ordinances, "Criminal Enforcement", which provides that any person who shall
104 violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon
105 conviction, shall be fined in an amount not to exceed two thousand dollars (\$2,000.00). Each
106 day of violation shall constitute a separate offense. Additionally, should the subject PUD
107 project fail to meet the schedule as approved herein, or otherwise fail to comply with this
108 Ordinance or the PUD Plan, then the PUD classification and all related permits shall be
109 immediately terminated, and the rezoning of the Property shall be immediately repealed, and
110 the Property shall revert to C-2 zoning.
111

112 **SECTION 4. REPEAL OF CONFLICTING ORDINANCES.**
113

114 All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are
115 hereby expressly repealed. This Ordinance shall in no manner amend, change, supplement, or
116 revise any provision of any ordinance of the City, save and except the change in zoning
117 classification and specific uses/structures approved in the Plan, as provided herein.
118

119 **SECTION 5. SEVERABILITY.**
120

121 In the event any clause phrase, provision, sentence, or part of this Ordinance, or the
122 application of the same to any person or circumstances, shall for any reason be adjudged invalid
123 or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or
124 invalidate this Ordinance as a whole or any part of provision hereof other than the part declared
125 to be invalid or unconstitutional; and the Council declares that it would have passed each every
126 part of the same notwithstanding the omission of any such part thus declared to be invalid or
127 unconstitutional, whether there be one or more parts.
128

129 **SECTION 6. NOTICE; EFFECTIVE DATE.**
130

131 The City Secretary shall give notice of the enactment of this Ordinance by promptly
132 publishing it or its descriptive caption and penalty after final passage in the official newspaper
133 of the City, and this Ordinance shall become effective upon publication.
134

135 **PASSED AND APPROVED** on first reading with a quorum present, by an affirmative vote
136 of a majority of Councilmembers present, in accordance with Seabrook City Charter Section
137 2.10 on this 20th day of August 2024.
138

PASSED, APPROVED, AND ADOPTED on final reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 3rd day of September 2024.

FOR THE CITY OF SEABROOK:

By: _____
Thomas G. Kolupski, Mayor

ATTEST:

By: _____
Rachel Lewis, City Secretary

APPROVED AS TO FORM:

By: _____
David Olson, City Attorney

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186
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Exhibit “A” to Ordinance No. 2024-11

Exhibit “B” to Ordinance No. 2024-11

1. Planned Unit Development Plan (on file with City Secretary)

Exhibit “B”

“Quiet Warehousing” Planned Unit Development District Plan

Ordinance No. 2024-11

(“LI / C2-PUD”)

May 2024

3.695 Acres

Applicant:
Starship Texas City, LLC
925 Marina Bay Drive
Kemah, Texas 787565
281-334-6594

“Quiet Warehousing” Planned Unit Development District Plan

Ordinance No. 2024-11

A. Contents

- General Provisions
- Permitted Land Use
- Proposed Land Use
- Development Regulations
- Building Regulations

B. General Provisions

1. The PUD approved herein must be constructed, developed, and maintained in compliance with this Ordinance. This district is intended to serve the needs of fabrication, assembling, warehousing and wholesaling businesses. Because of its proximity to residential environs, the land use activities and related operational characteristics of the district are regulated to a greater extent and rigid performance standards must be followed. The district is designed to accommodate land use activities that will meet the community goals and policies enumerated in Comprehensive Master Plan 2040.
2. Except as otherwise provided herein, the words used in this PUD have the meaning established by the Zoning ordinance. In this ordinance.

Accessory building means a building subordinate to the principal building and includes detached garages.

Open Space means the portion of all land contained within the PUD that is not covered by buildings, Parking lots, driveways, improved pedestrian areas, or other impermeable material.

PUD means the planned unit development district created by this ordinance.

Shared/Common Driveway means a privately owned and maintained vehicular access way that Provides access from a public street to residential or non-residential units.

3. The PUD shall be developed in accordance with the following exhibits that are attached to and made Part of this document.

Exhibit D-1:	Location Map
Exhibit D-2:	Aireal Plan
Exhibit D-3:	Site Plan
Exhibit D-4:	Parking Layout
Exhibit D-5:	Open Space & Landscape Plan
Exhibit D-6:	Sign and Solid Waste Enclosure Details
Exhibit D-7:	Existing Utilities, Proposed Utilities
Exhibit D-8:	Building Elevations
Exhibit D-9:	Development Schedule
Exhibit D-10:	Drainage Plan
Exhibit D-11:	Lighting Plan

4. As shown on Exhibit D-1, *Location Map*, the PUD encompasses approximately 3.695 acres of land along the East Right Of Way line of Old Highway 146, and North of Red Bluff Road.
5. Development of two (Tilt Wall Port Warehouses) each containing 24,000 square foot of floor space, office space, reception area, break rooms. Private concrete drive, landscaping, lighting, signage, parking, security fencing, open space requirements, detention/pond and utilities as shown on Exhibit D-3, *Site Plan*.
6. Separate refuse containers will serve each Warehouses and will not be visible from Old Hwy 146 or Red Bluff Road. Exhibit D-6, *Sign and Solid Waste Enclosure Details*.
7. All Signage shall meet the minimum stadards of the City's requirements established in Article-6 Sign Standards, as shown on Exhibit D-6, *Sign and Solid Waste Enclosure Details*.

C. Permitted Land Uses

1. A Single tract of land containing approximately 3.695 acres, unded (LI – Light Industrial District) warehousing is a permitted use and falls under the Comprehensive Master Plan 2040. Per (LI – Light Industrial District) inorganic and/or organic compounds are prohibited: The manufacture, processing, distilling, refining, or storage of inorganic and/or organic compounds related to the chemical industry at the manufacturing location or site (this includes petrochemical and petroleum-based products, specialty chemicals, agricultural products, and pulp and paper products) other than those customarily found in normal day-to-day uses and applications (i.e., gasoline service station) is prohibited.

D. Proposed Land Use

1. This PUD development of two (Tilt Wall Port Warehouses) each containing 24,000 square foot of floor space, office space, reception area, break rooms. Warehousing Port related materials and products distributed through the U.S. Private concrete drive(s), landscaping, lighting, signage, parking, security fencing, open space requirements, detention/pond and utilities as shown on Exhibit D-2, *Site Plan*, contingent on the following conditions:

E. Development Regulations

1. Maximum height of buildings:
 - a. 40 feet maximum.
 - b. The height limitations specified in this subsection do not apply to church steeples, spires, belfries, cupolas, or other normal appurtenances usually required to be placed above the roof level and not intended for human occupancy.
2. Open Space Requirements:
 - a. Existing area 3.695 Acres totaling (160,954 square feet.) 20% open spaces required equaling 32,190 square feet, development Open Space Provided equaling 49,603 square feet.
 - b. Separate refuse containers will serve each Warehouses and will not be visible from Old Hwy 146 or Red Bluff Road. Exhibit D-6, *Sign and Solid Waste Enclosure Details*.
3. Security Fencing:
 - a. 6' foot high galvanized chain link fence with 3 rails of barbed wire, will be installed along the boundary of the site, including access man gates, automatic roll gate at the entrance.
4. Parking and Paving:
 - a. Parking shall be in accordance with article 5 of this ordinance. Please see the comprehensive off-street parking regulation matrix, found at the end of article 5. Except as provided for on Exhibit D-4.

- b. All parking lots and vehicle use areas shall meet the City of Seabrook Code Ordinance and must be constructed of concrete, driveway will be constructed out of concrete, as shown on Exhibit D-4, Parking Plan.

5. Building Setback:

- a. A minimum front yard set back shall be 35' feet, as shown on Exhibit D-2, Site Plan.
- b. A minimum side yard set back shall be 15' feet, as shown on Exhibit D-2, Site Plan.
- c. A minimum rear yard set back shall be 15' feet, as shown on Exhibit D-2, Site Plan.

Building Area:

- a. Not more than 50% of total site area shall be covered by building mass.

7. Landscape & Lighting Regulations:

- a. Landscaping shall be in accordance with article 5 to 7 of the City code or ordinance.
- b. Lighting used to illuminate paving areas, parking areas, building facades, shall be arranged, located, screened to direct light away from existing single-family residential lots.

8. Prohibited Uses

- a. Inorganic and/or organic compounds prohibited: The manufacture, processing, distilling, refining, or storage of inorganic and/or organic compounds related to the chemical industry at the manufacturing location or site (this includes petrochemical and petroleum-based products, specialty chemicals, agricultural products, and pulp and paper products) other than those customarily found in normal day-to-day uses and applications (i.e., gasoline service station) is prohibited.
- b. Rail tracks, lines, spurs, yards, storage and marshaling areas and all other associated rail uses are prohibited.
- c. Shipping/storage containers whether used for outside storage, as an inhabited structure or for any other purpose are prohibited. Exception: A shipping container is permitted on site while on a trailer chassis.
- d. Industrial limits: No use shall cause, create, or allow the emission of air contaminants which at the emission point or within the bounds of the property are:

In violation of the standards, specified by the Texas Commission on Environmental Quality or the Texas Clean Air Act; or

Of such capacity as to obscure an observer's view to a degree equal to or greater than does smoke or contaminants.

No commercial or industrial use shall be located or operated within the city which emits odorous matter from a source of operation where the odorous matter exceeds the odor threshold at the boundary property line or any point beyond the tract on which such use or operation is located. The odor threshold as set forth shall be determined by the Texas Commission on Environmental Quality.

G. Building Regulations

- a. Color palette shall be uniformly for both warehouses.
- b. Primary exterior finishes shall be concrete tilt wall construction, store front glass.

Roof materials shall be limited to the following:

- a. Flat Roof – Shall meet the requirements as required by the IBC.

H. Density

- a. Two primary building per lot.

I. Buffering and screening

- a. Buffer yards shall be of such nature and density so as to screen activities, structures and uses on the property from view from the normal level of a first story window on an abutting lot and shall further provide a year-round effective visual screen. Buffer yards are measured from the property line towards the building line and are divided in two parts: (1) a landscaping or free space buffer beginning at the property line and; (2) a secondary buffer that may be used for driveways and loading, provided that parking shall not be permitted in any portion of the minimum required buffer yard. Any property containing a use in this zoning district which adjoins or abuts any property classified in any other zone shall provide the following: as shown on Exhibit D-5, Open Space & Landscape plan.
- b. Front yard minimum Landscape setback shall be 20' feet, Side and Rear minimum setback requirement shall be 15' feet. The landscape buffer (the portion of the yard beginning at the property line) shall be reserved for landscaping only. Existing tree cover shall be maintained in accordance with section 30-211 et seq. "Tree Protection and Preservation" of the City Code of Ordinances. Other landscaping and supplemental plantings to create an adequate buffer may be added in accordance with the city's ordinances. The remaining buffer yard may be used for driveways and loading. However, parking shall not be permitted in any portion of the minimum required buffer yard.
- c. Minimum height of 6' foot galvanized chain link fence with 3 rails of barbed wire shall be constructed around the entire perimeter of the of the property, providing entrance and access gates.
- d. All exterior dumpster/garbage/waste containers or storage containers and dumpsters shall be placed no more than 15 feet from the primary building and shall be screened so that they are not visible from off the property. Each trash enclosure shall be constructed of masonry walls.
- e. Rooftop or ground level mechanical equipment shall be totally screened from view by using either parapet walls at the same height of the mechanical units for rooftop mounts or by providing screening for ground mounted units.

Exhibit “D-9”

“Quit Warehousing” Planned Unit Development District Plan

Ordinance No. 2024-11

Quit Warehousing Development Schedule

The following is an estimated time line for Plans Designs, Plans Review and Plan Approvals:

Second Quarter 2024 – Plan Design; Civil, Architectural, Mechanical, Electrical, Plumbing, Sprinkler

Third Quarter 2024 - Completion of Plan Design, Submittal for Plan Review and Approvals

Fourth Quarter 2024 - Plan Review and Plan Approvals

The following is an estimated time line for Project Construction:

First Quarter 2025 – Commence Underground utilities, Detention Pond, Site Grading

Second Quarter 2025 - Commence Concrete Pavement, Building Foundations, Site Fencing

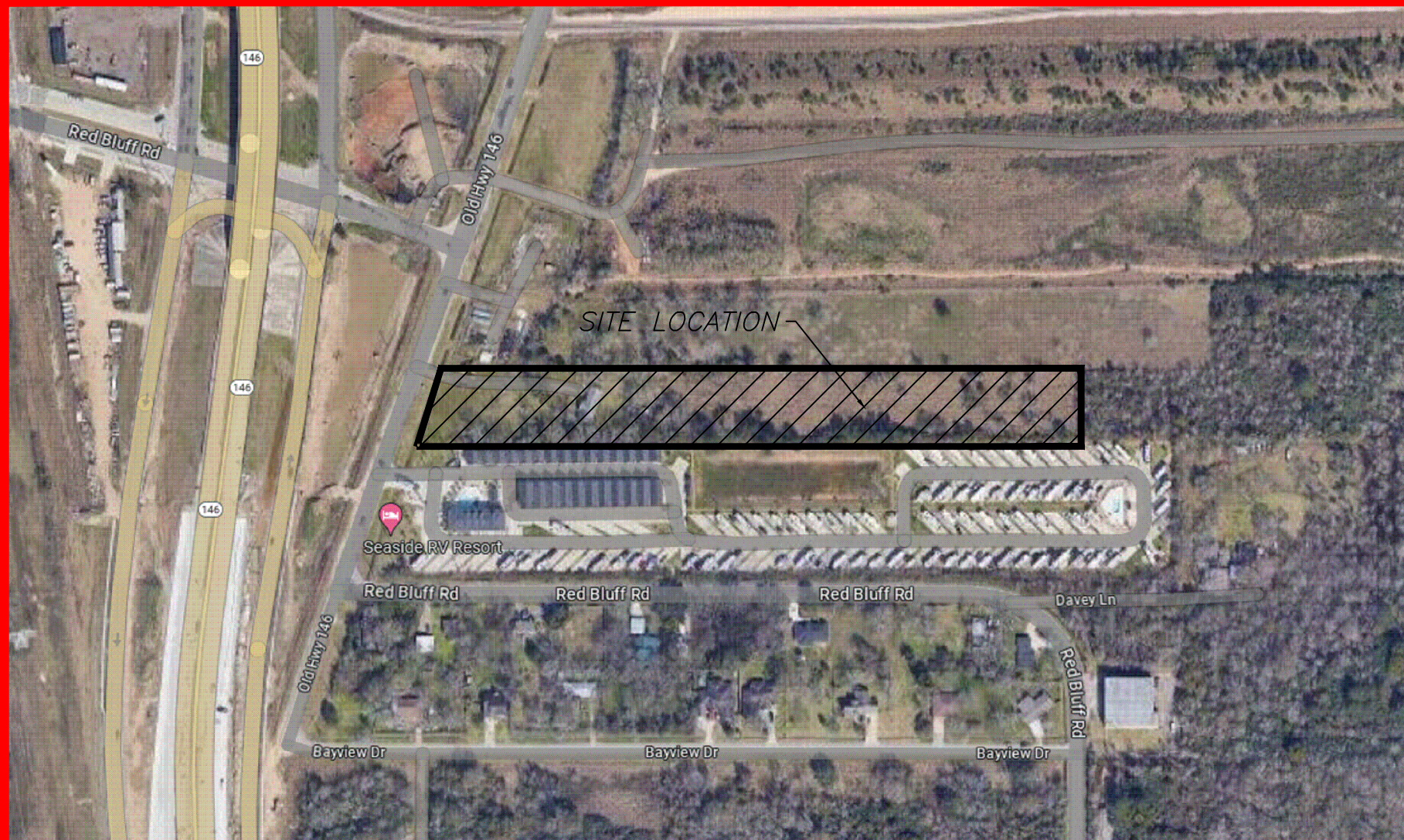
Third Quarter 2025 - Commence Tilt Wall Buildings, Roof System, Sprinkler Installation, Exterior Painting

Fourth Quarter 2025 - Commence Interior Conversion, Store Front Glass, Landscaping, Signage

The following is an estimated time line for Project Construction:

First Quarter 2026 – Finalize Miscellaneous Items, Clean Up, Hand Over Buildings

Dissolution of the PUD: Should the PUD project fail to meet the schedule as approved by the city council the PUD classification and related permits may be at the discretion of the City Council be terminated and, the land shall return to the zoning that existed immediately prior to the PUD conditional approval.

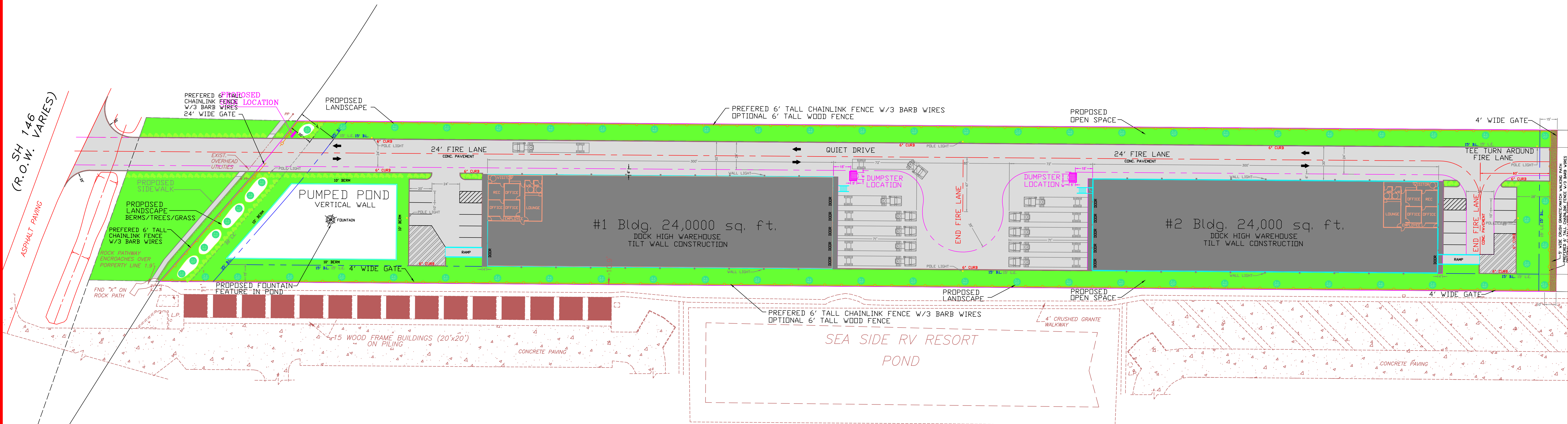
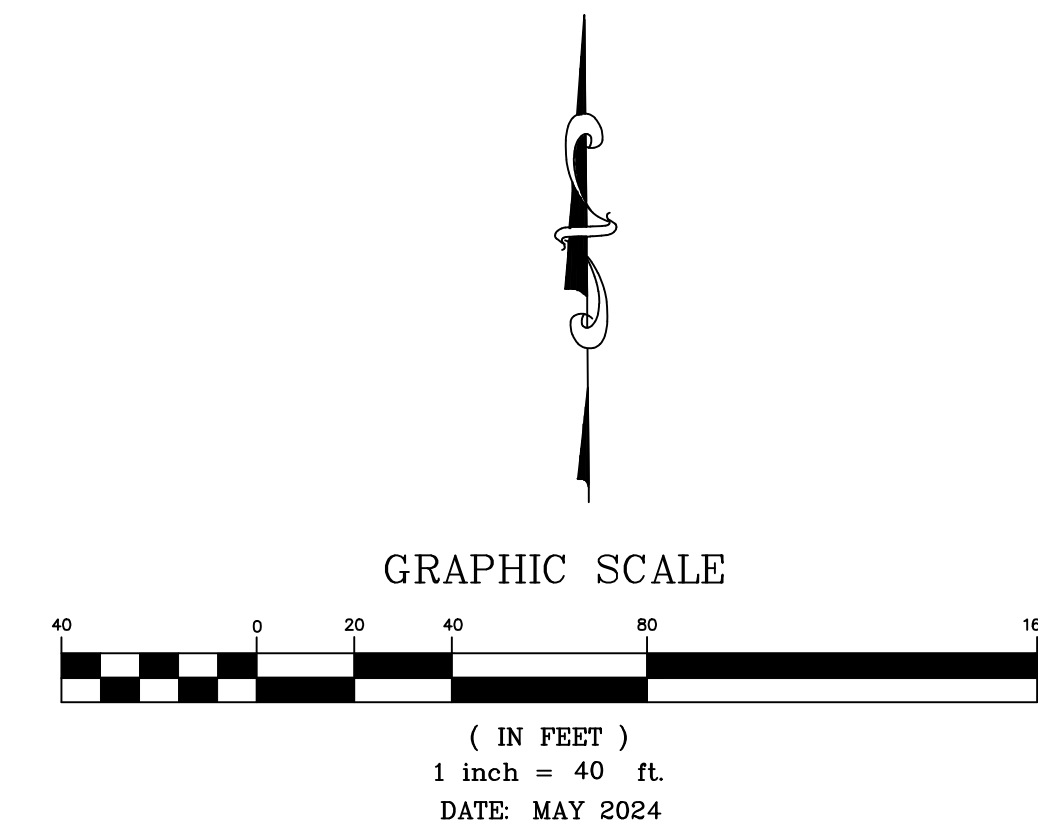


KEY MAP
N.T.S.

”QUIET WAREHOUSING”

”LI / C2-PUD”

DEVELOPED BY
STARSHIP TEXAS CITY, LLC



LOCATION PLAN

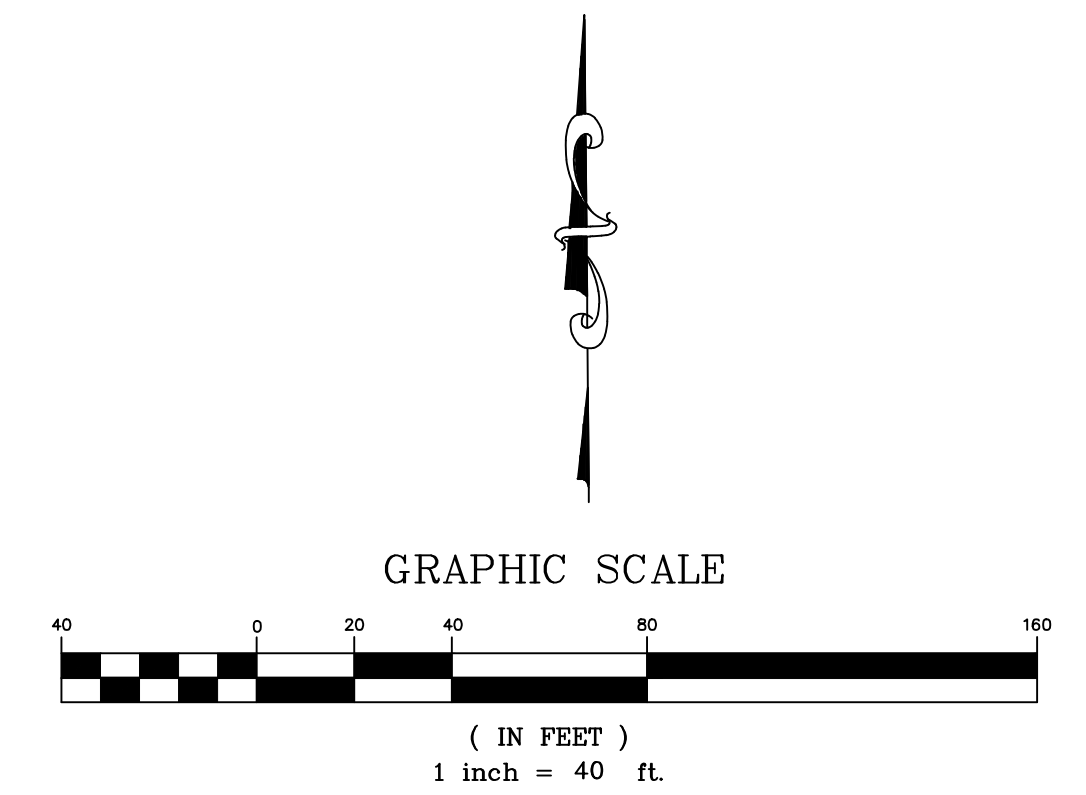
EXHIBIT D-1

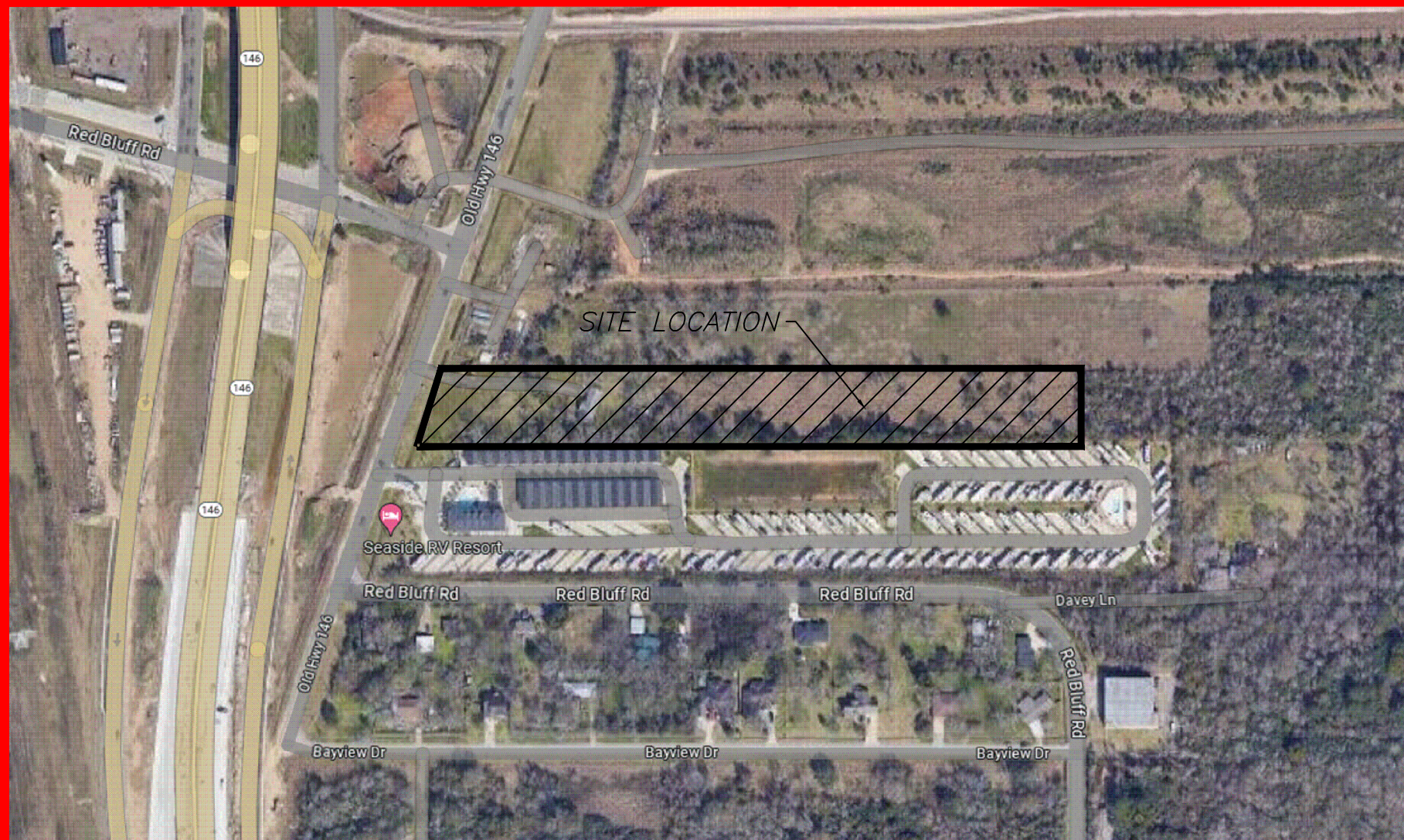
N 88°50'00" W 1287.48'

RED BLUFF ROAD (60' R.O.W.)

 AVERY RYAN & COMPANY
2419 DAFFODIL ST.
HIGHLANDS, TX. 77562
713-725-7302
c_bennett1@comcast.net

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STARSHIP TEXAS CITY, LLC

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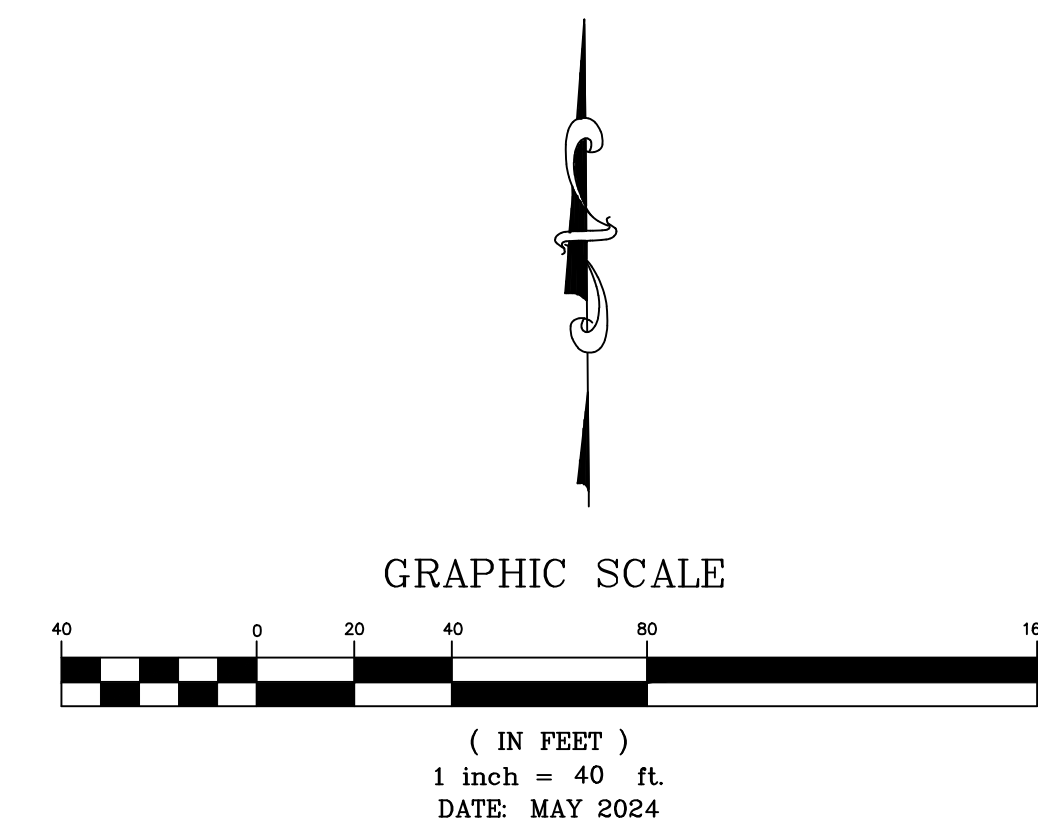


KEY MAP
N.T.S.

”QUIET WAREHOUSING”

”LI / C2-PUD”

DEVELOPED BY
STARSHIP TEXAS CITY, LLC



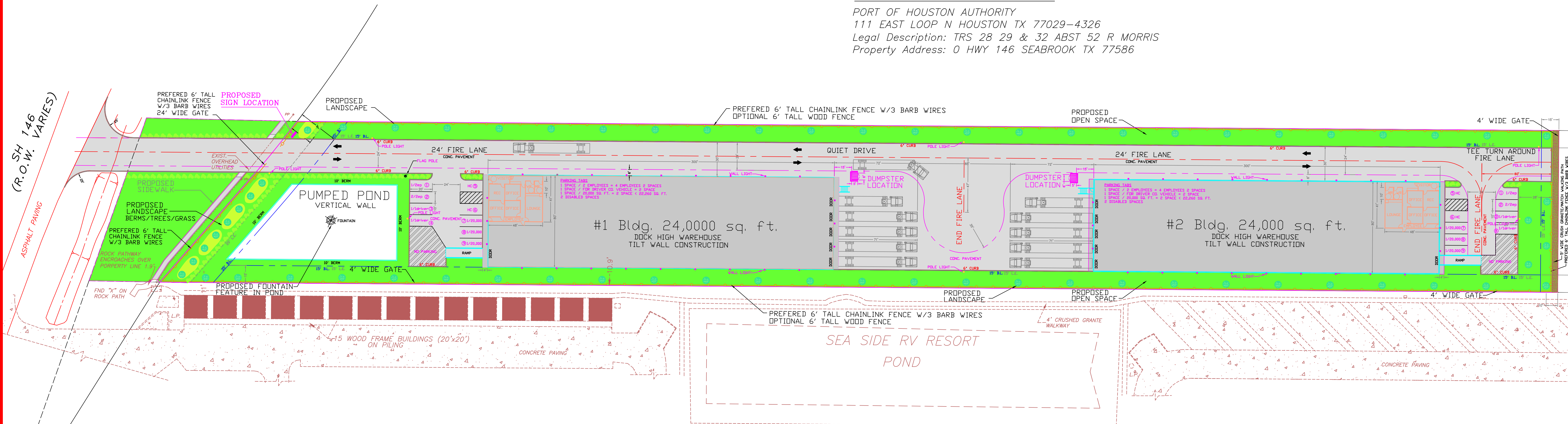
PROPERTY OWNERS 500 FEET NORTH

PORT OF HOUSTON AUTHORITY

111 EAST LOOP N HOUSTON TX 77029-4326

Legal Description: TRS 28 29 & 32 ABST 52 R MORRIS

Property Address: 0 HWY 146 SEABROOK TX 77586



PROPERTY OWNERS 500 FEET SOUTHG

STARSHIP SEASIDE SEABROOK RV RESORT LLC

925 MARINA BAY DR KEMAH TX 77565-2572

Legal Description: TR 31 ABST 52 R MORRIS

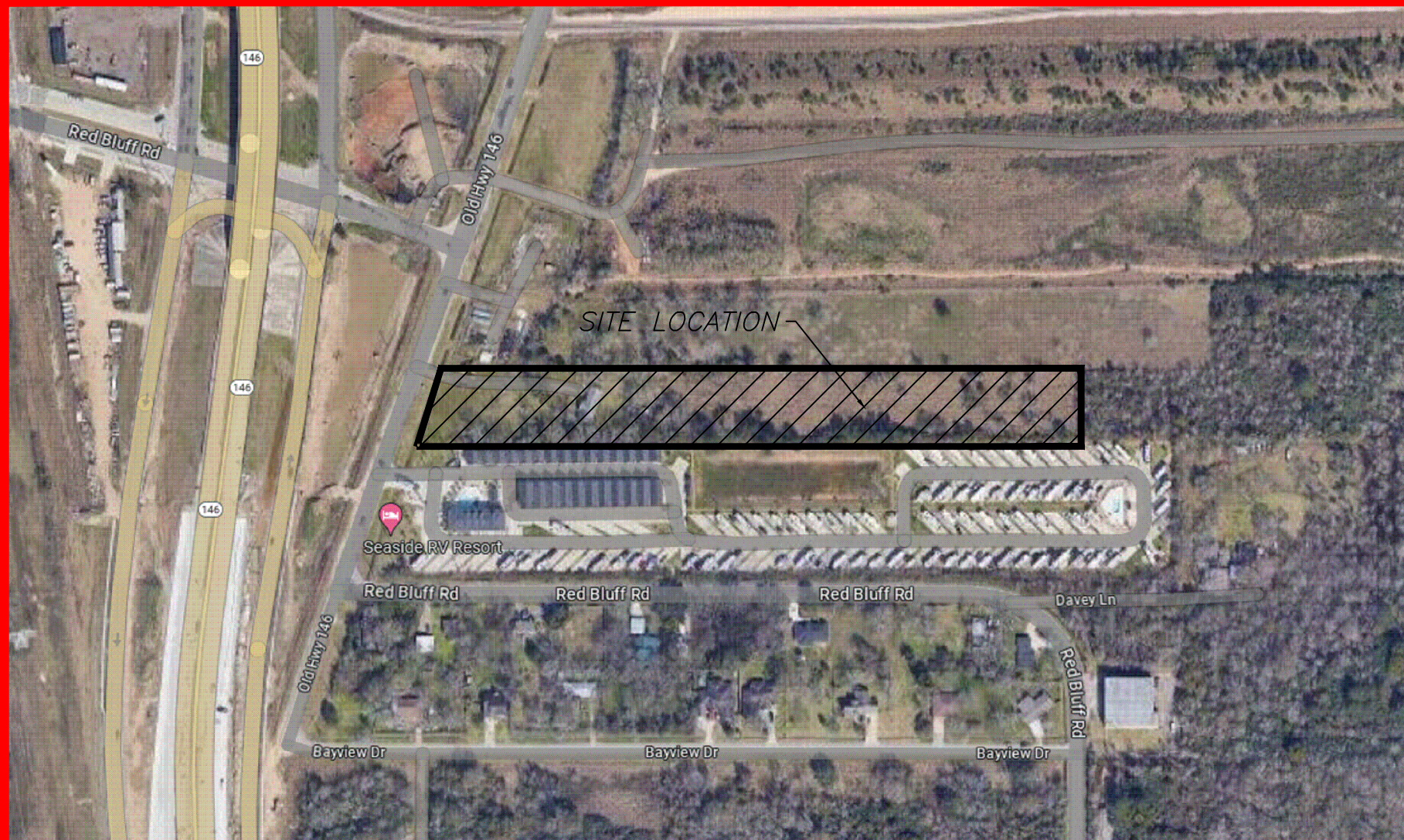
Property Address: 4001 OLD HWY 146 SEABROOK TX 77586

SITE PLAN
EXHIBIT D-3

N 88°50'00" W 1287.48'

RED BLUFF ROAD (60' R.O.W.)

AVERY RYAN & COMPANY
2419 DAVIS BLVD SUITE 302 DIMROD ST BACLIF TX 77518-2037 Legal Description: LT 25 & W 1/2 OF LT 26 BAYSHORE ACRES Property Address: 0 RED BLUFF RD SEABROOK TX 77586
HIGHLANDS JOSE F OLIVERA 1921 RED BLUFF SEABROOK TX 77586-1609 Legal Description: LT 24 BAYSHORE ACRES Property Address: 1921 RED BLUFF RD SEABROOK TX 77586
713- SANCHEZ NORMA A 1307 GLENCREST DR PASADENA TX 77502-5127 Legal Description: LT 23 BAYSHORE ACRES Property Address: 0 RED BLUFF RD SEABROOK TX 77586
SANCHEZ ARTURO M & NORMA A 1307 GLENCREST DR PASADENA TX 77502-5127 Legal Description: LT 22 BAYSHORE ACRES Property Address: 0 RED BLUFF RD SEABROOK TX 77586
c_benjamin austin sherry 1937 RED BLUFF RD SEABROOK TX 77586-1609 Legal Description: LTS 20 & 21 BAYSHORE ACRES Property Address: 1937 RED BLUFF RD SEABROOK TX 77586

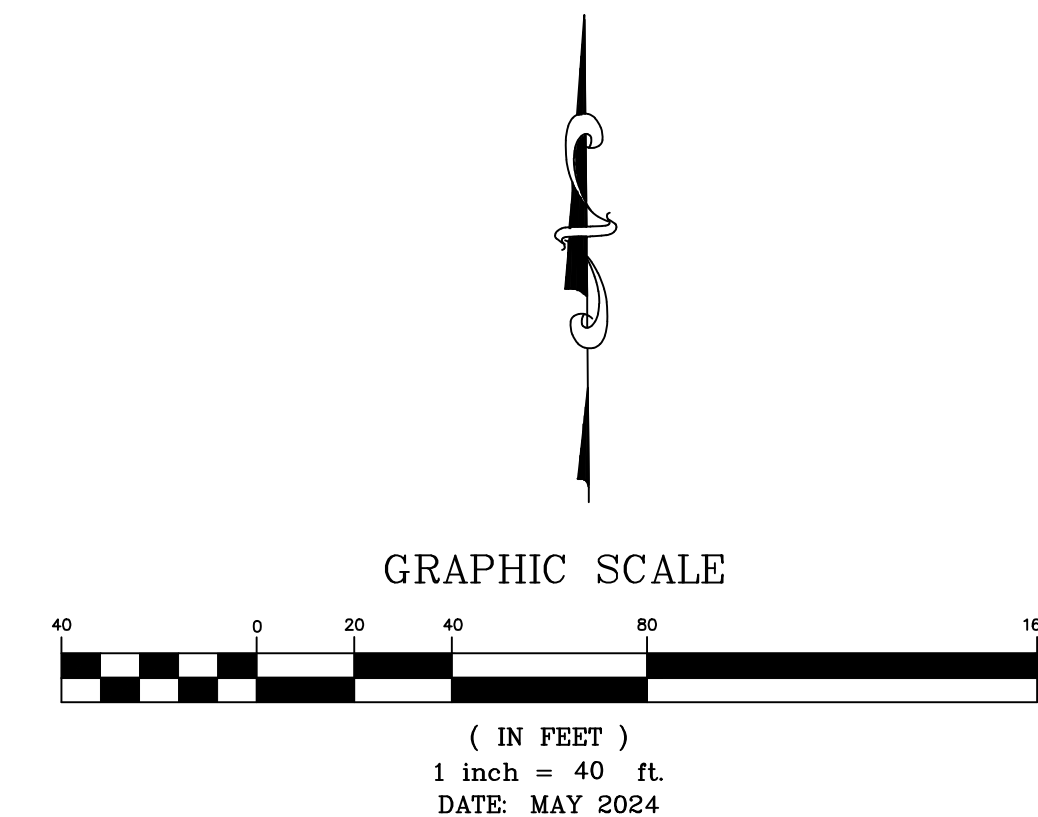


KEY MAP
N.T.S.

”QUIET WAREHOUSING”

”LI / C2-PUD”

DEVELOPED BY
STARSHIP TEXAS CITY, LLC

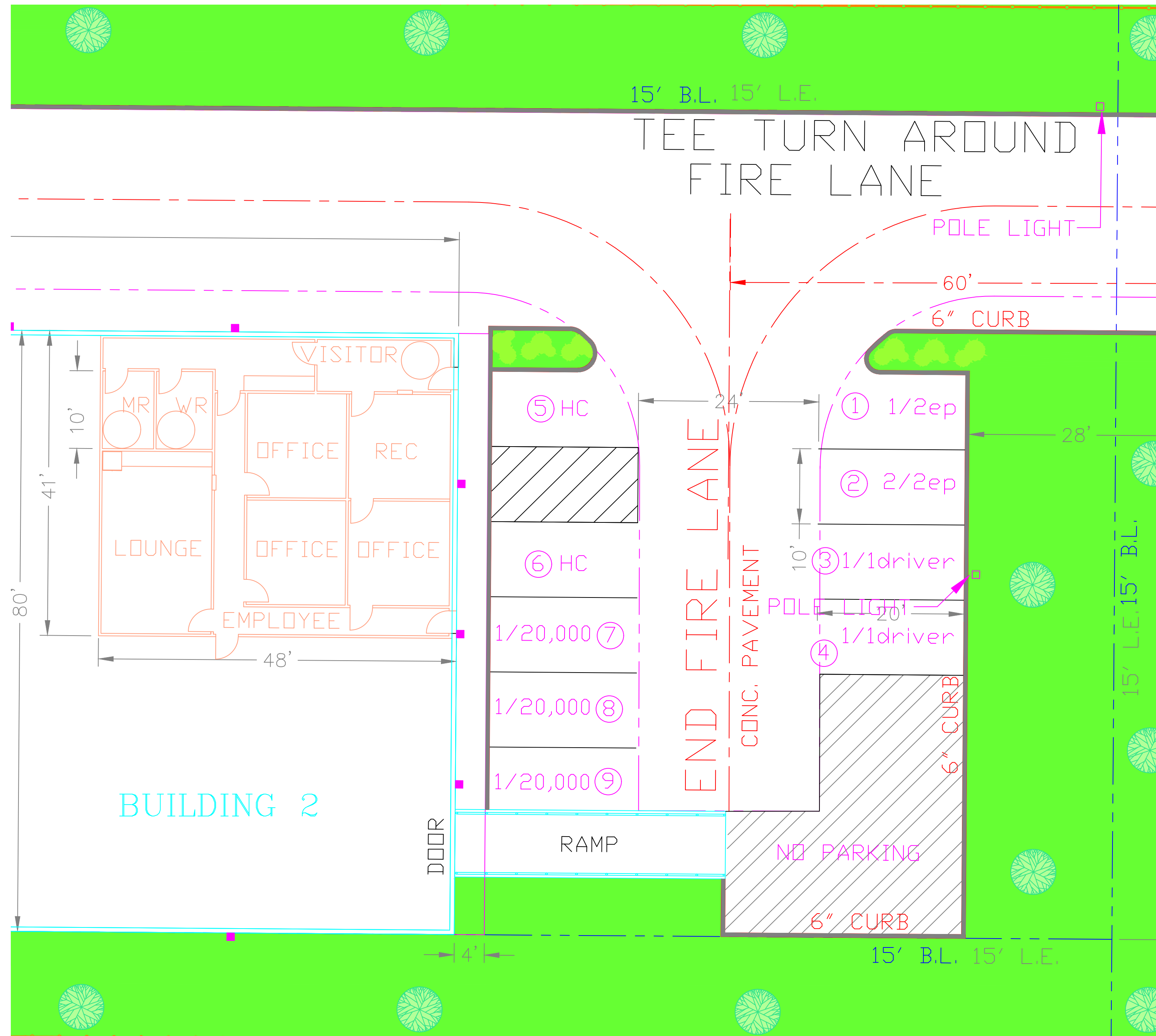
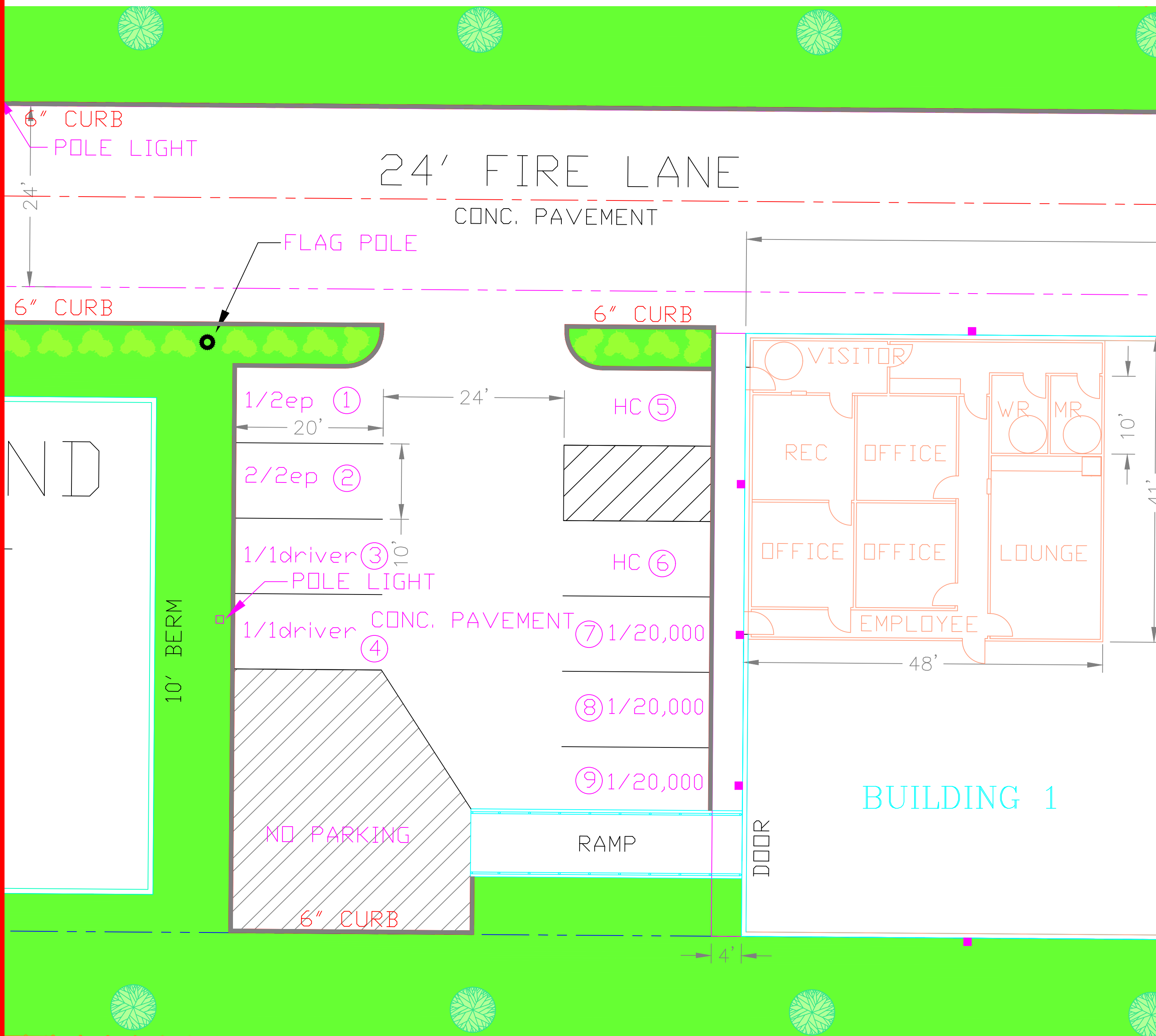


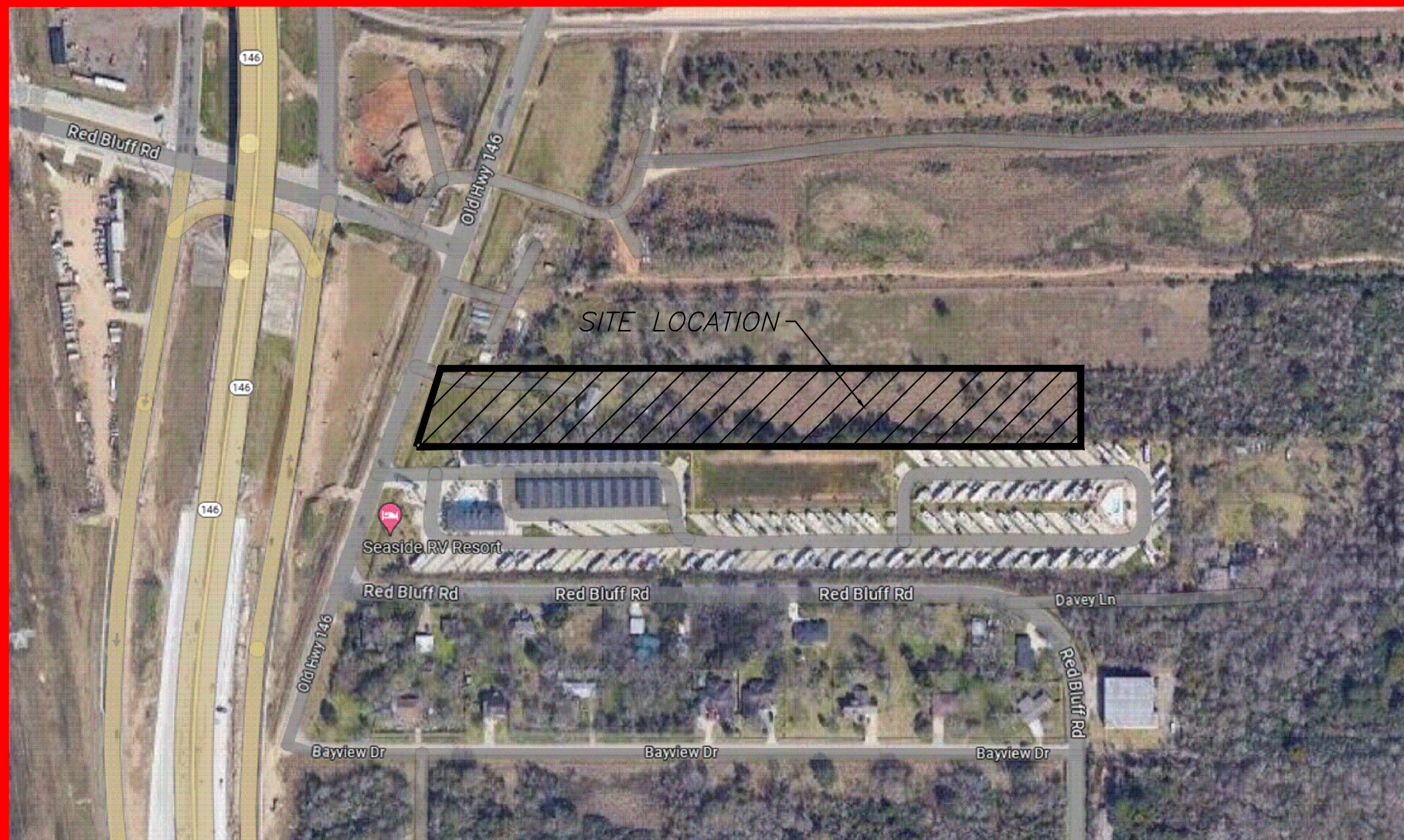
BUILDING #1 PARKING TABS

- 1 SPACE / 2 EMPLOYEES = 4 EMPLOYEES 2 SPACES
- 1 SPACE / FOR DRIVER CO. VEHICLE = 2 SPACE
- 1 SPACE / 20,000 SQ. FT. = 2 SPACE < 24,000 SQ. FT.
- 2 DISABLED SPACES

BUILDING #2 PARKING TABS

- 1 SPACE / 2 EMPLOYEES = 4 EMPLOYEES 2 SPACES
- 1 SPACE / FOR DRIVER CO. VEHICLE = 2 SPACE
- 1 SPACE / 20,000 SQ. FT. = 2 SPACE < 24,000 SQ. FT.
- 2 DISABLED SPACES



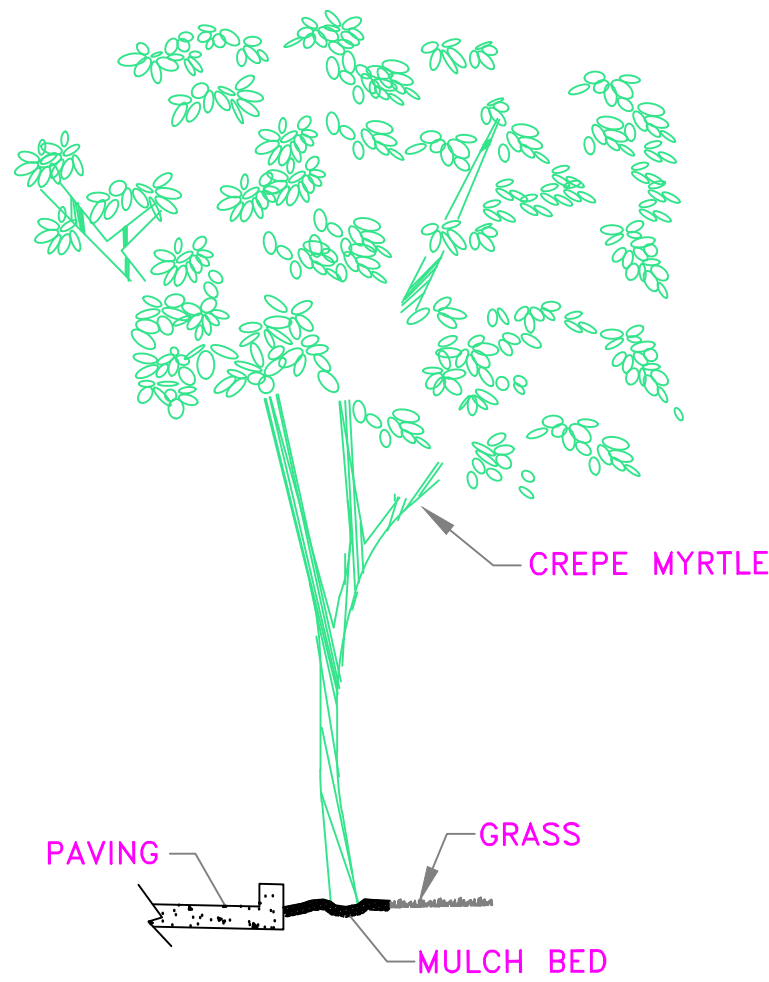


KEY MAP
N.T.S.

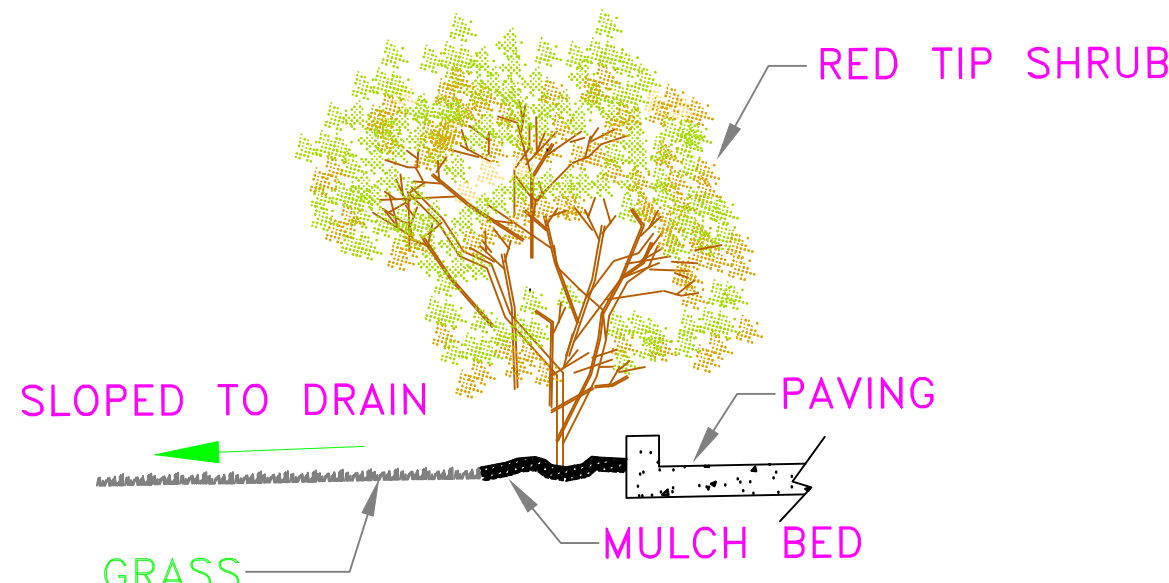
” QUIET WAREHOUSING ”

”LI / C2-PUD”

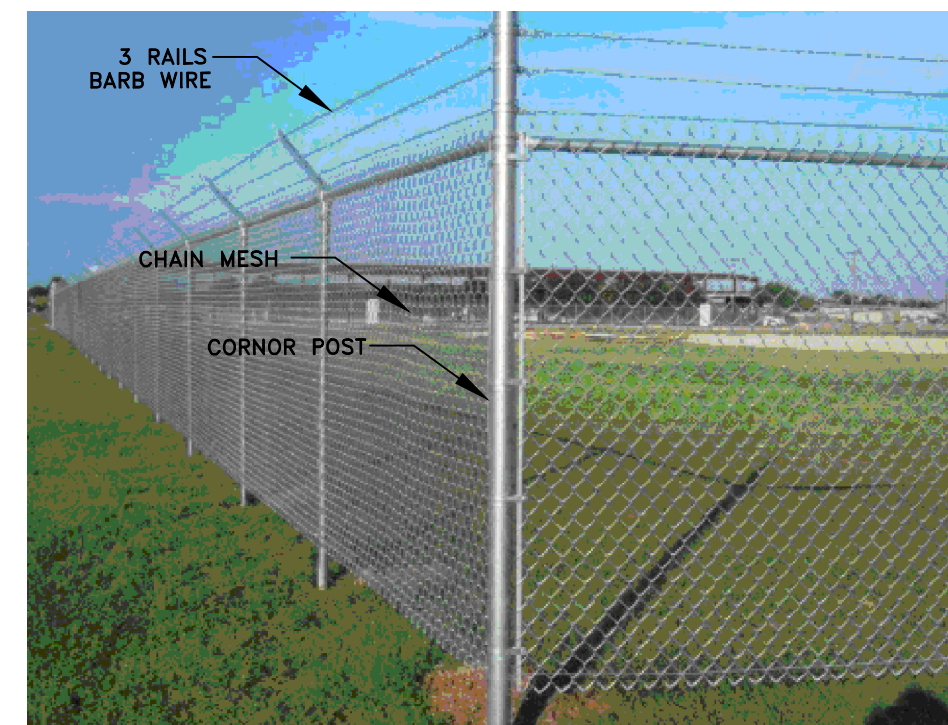
DEVELOPED BY
STARSHIP TEXAS CITY, LLC



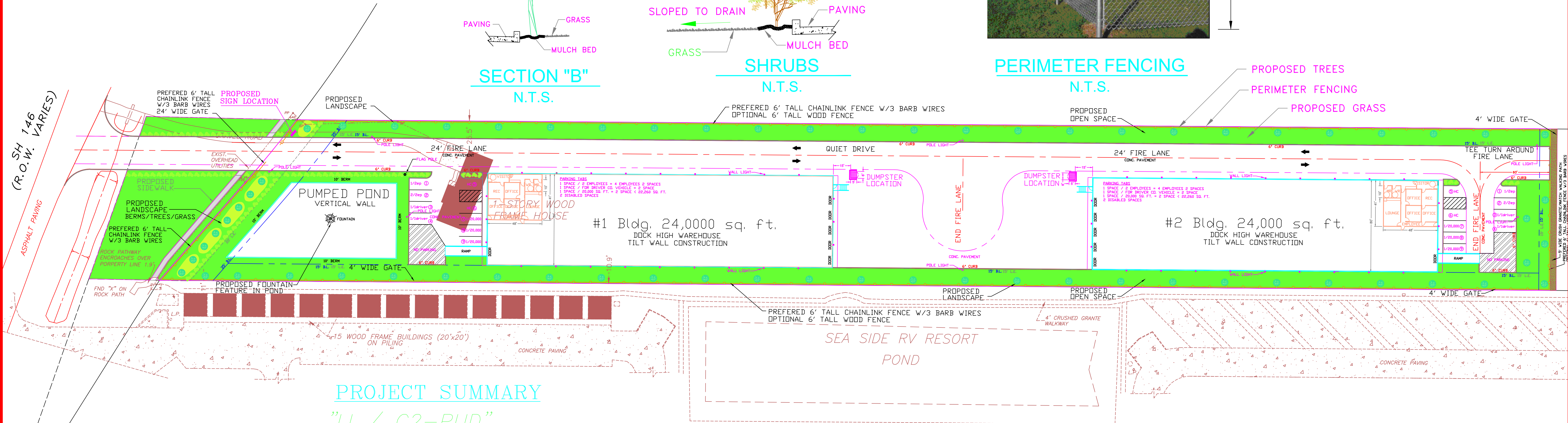
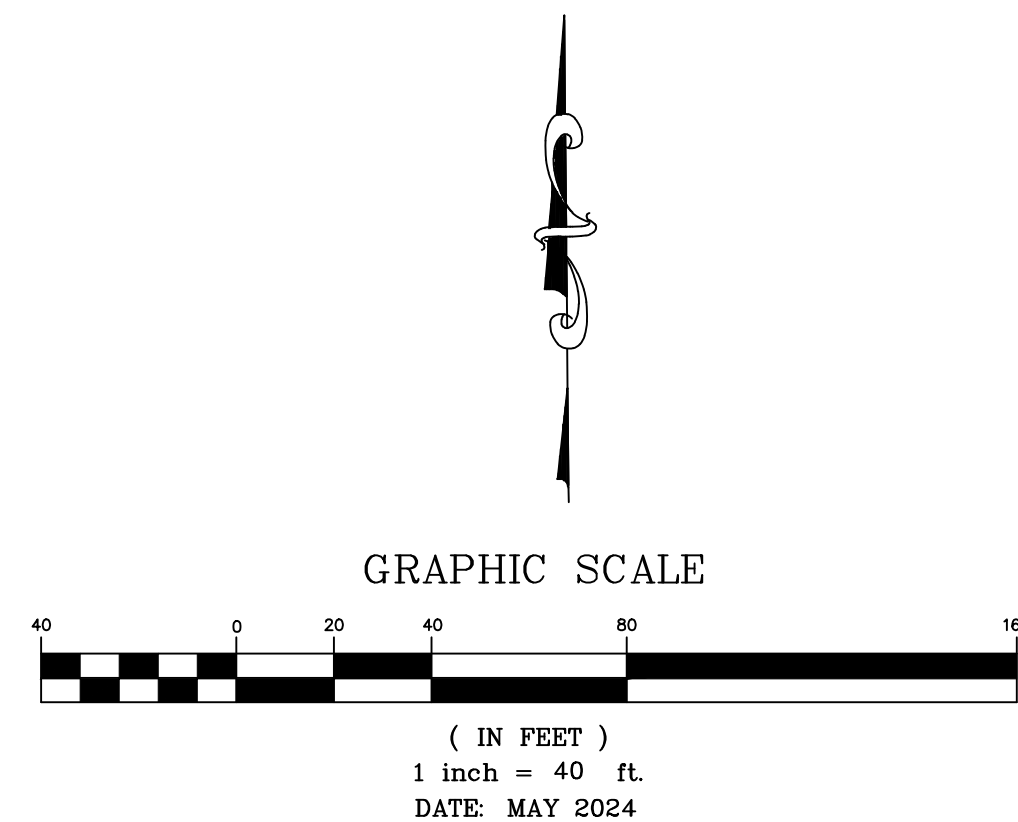
SECTION "B"
N.T.S.



SHRUBS
N.T.S.



PERIMETER FENCING
N.T.S.



PROJECT SUMMARY

”LI / C2-PUD”

2 - TILT WALL WAREHOUSE BUILDINGS = 24,000 SQ. FT. EACH
TOTAL AREA = 3.695 ACRES or 160,954 SQ. FT.

”OPEN SPACE TOTALS”

EXISTING= 3.695 ACRES TOTAL LAND (160,954 sq. ft.)

32,190 sq. ft. REQUIRED OPEN SPACE

49,603 sq. ft. POND & GREEN SPACES PROVIDED

”EXISTING UTILITIES” (CITY OF SEABROOK)

EXISTING= 12” WATER AND 12” SANITARY SEWER

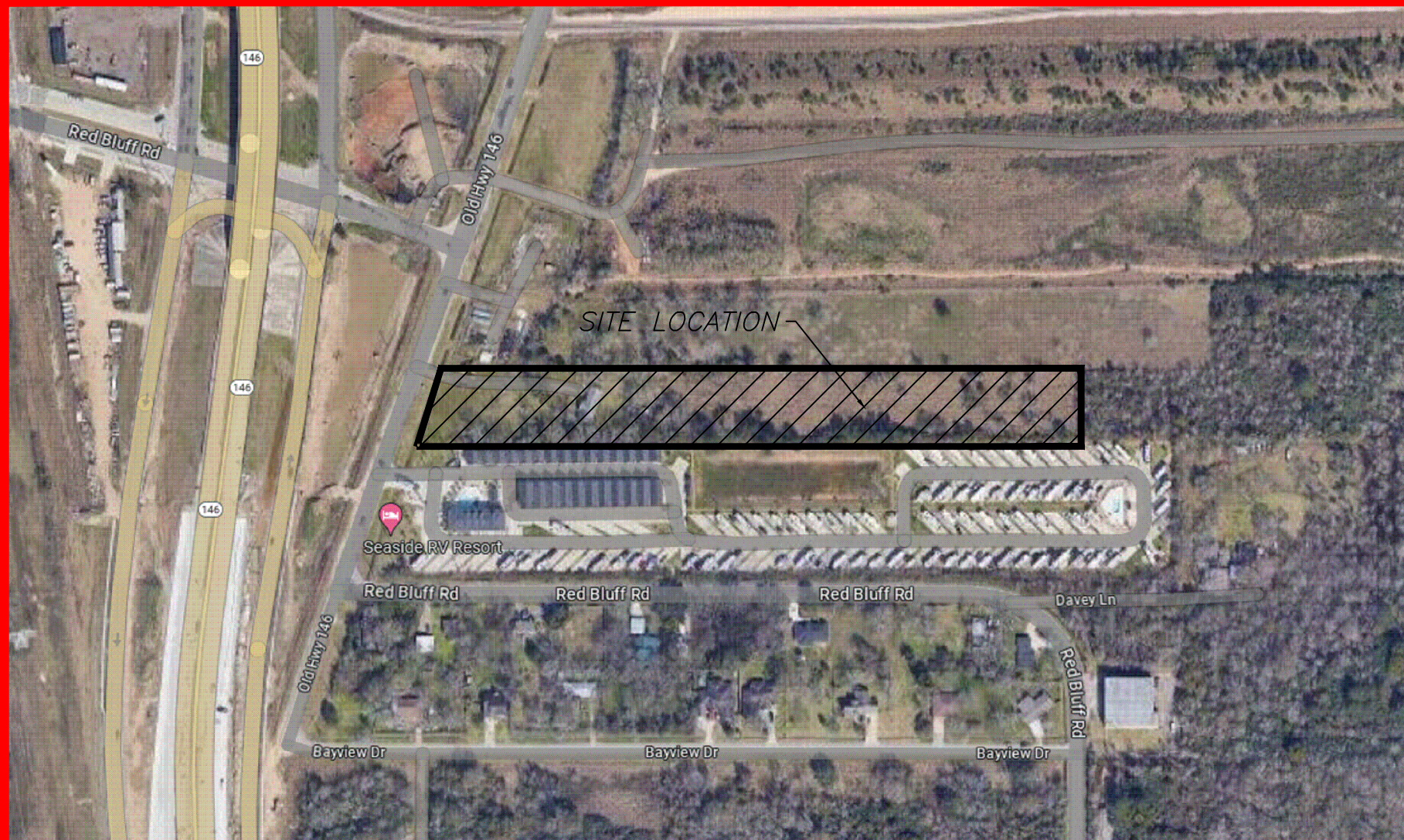
OPEN SPACE &
LANDSCAPE PLAN
EXHIBIT D-5

N 88°50'00” W 1287.48’

RED BLUFF ROAD (60’ R.O.W.)



AVERY RYAN & COMPANY
2419 DAFFODIL ST.
HIGHLANDS, TX. 77562
713-725-7302
c_bennett1@comcast.net

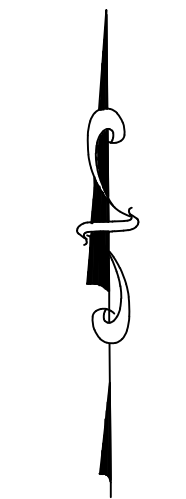


KEY MAP
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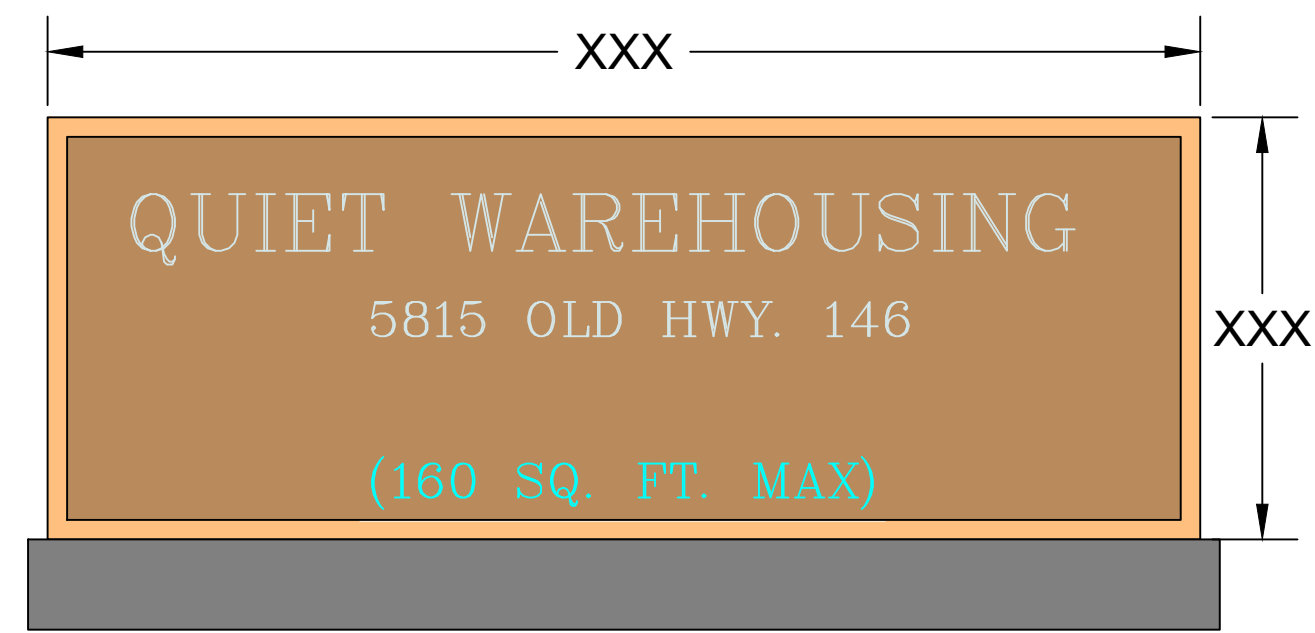
”QUIET WAREHOUSING”

”LI / C2-PUD”

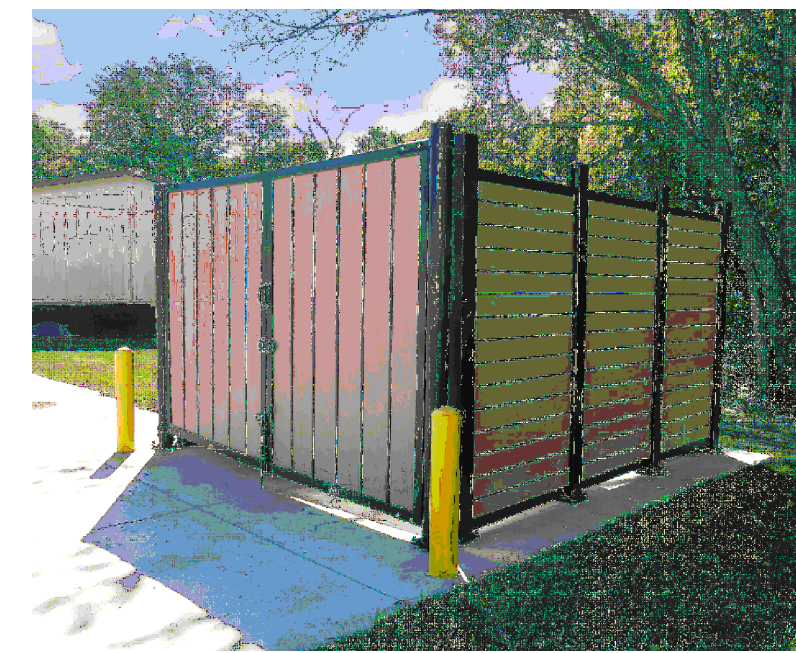
DEVELOPED BY
STARSHIP TEXAS CITY, LLC



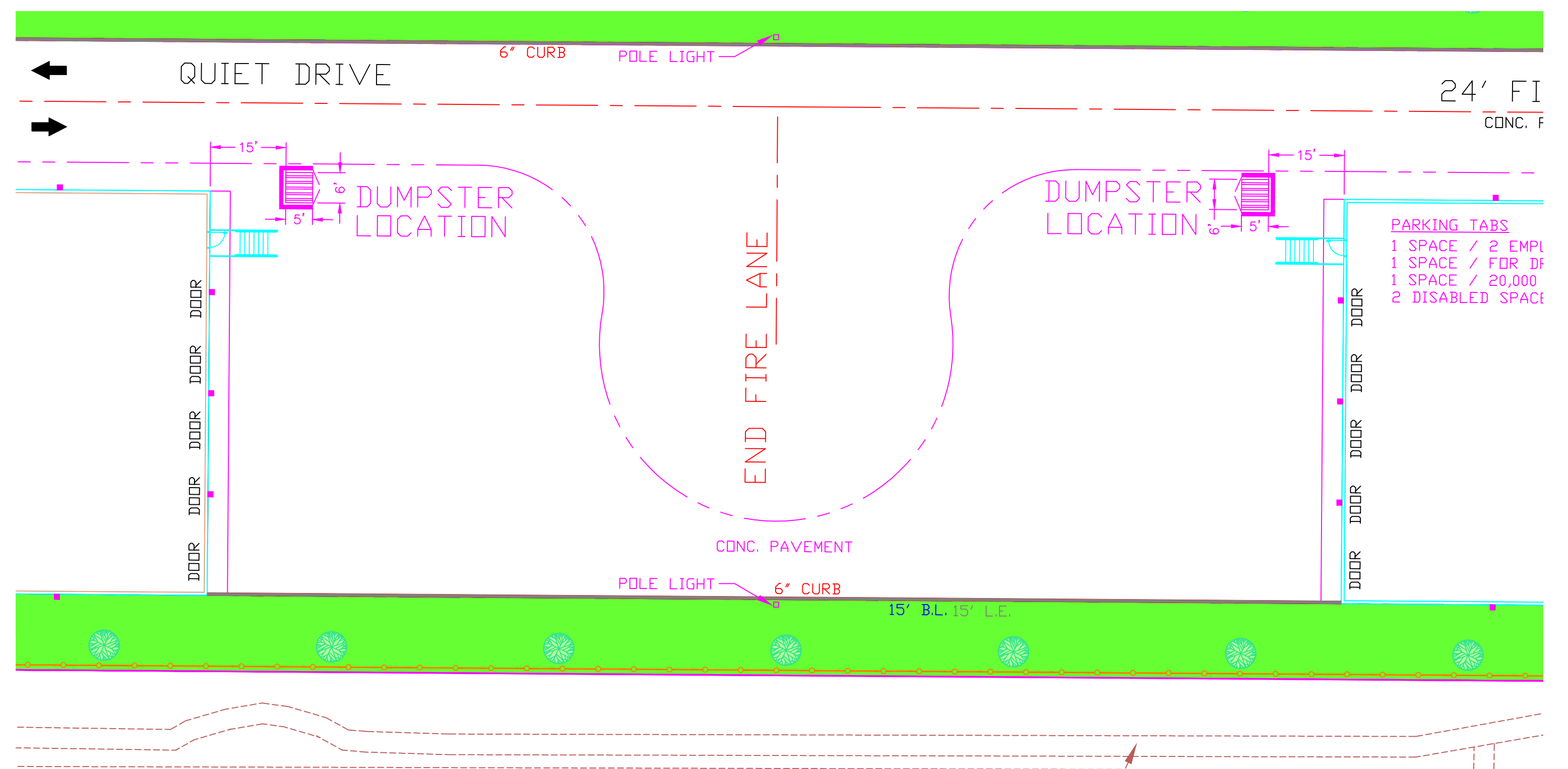
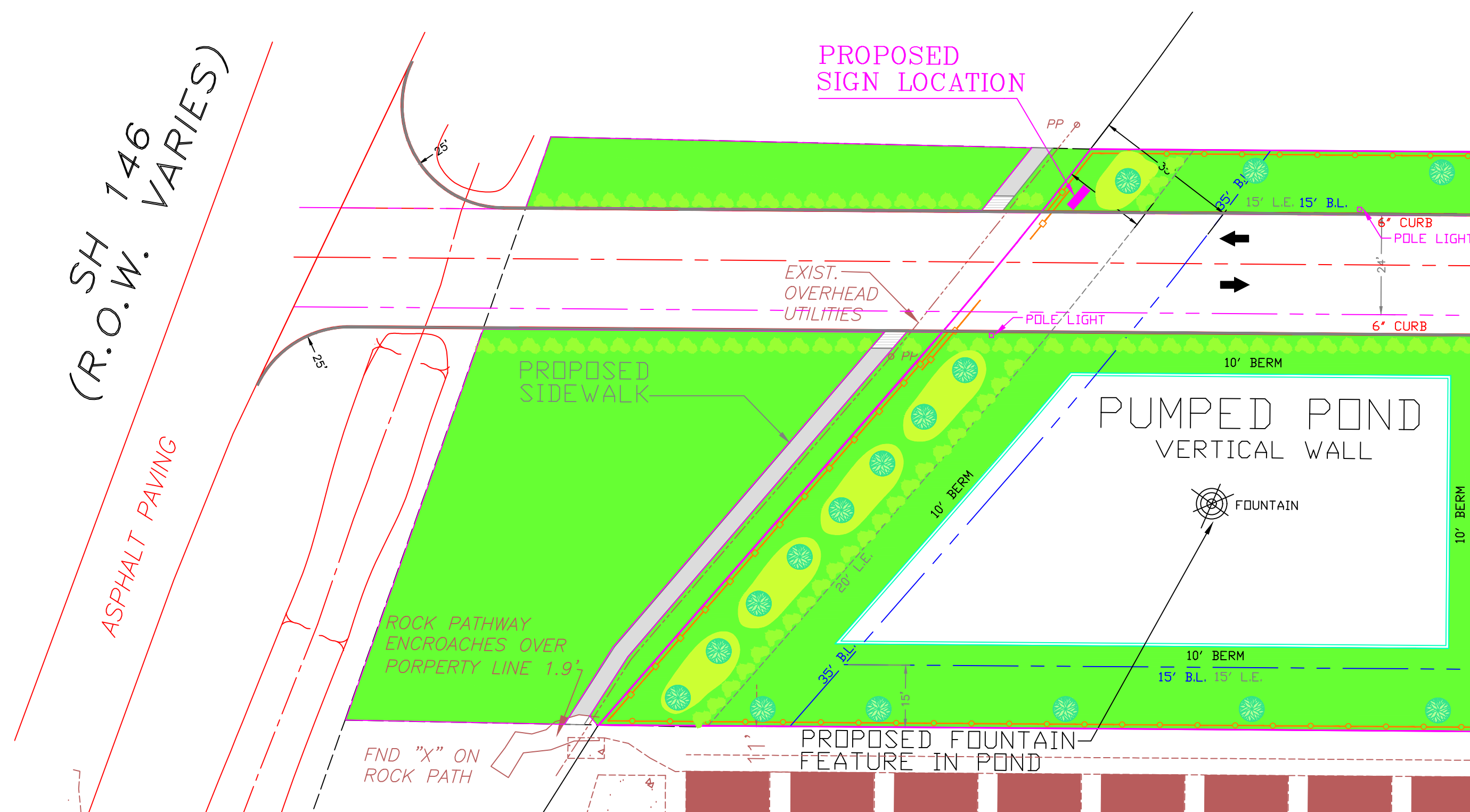
N.T.S.
DATE: MAY 2024



PROPOSED SIGNAGE

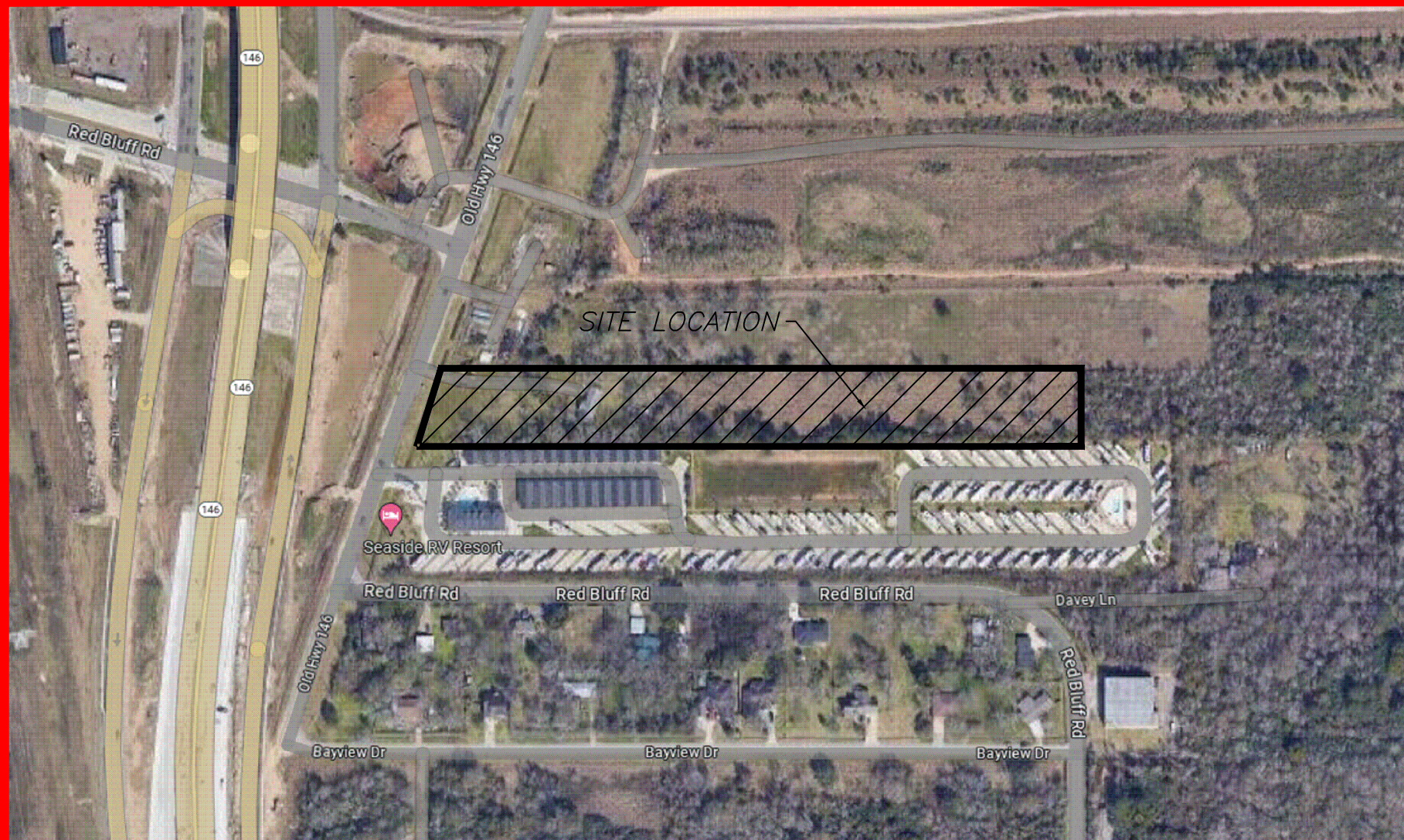


PROPOSED ENCLOSED DUMPSTER



 AVERY RYAN & COMPANY
2419 DAFFODIL ST.
HIGHLANDS, TX. 77562
713-725-7302
c_bennett1@comcast.net

SIGN & SOLID
WASTE PLAN
EXHIBIT D-6

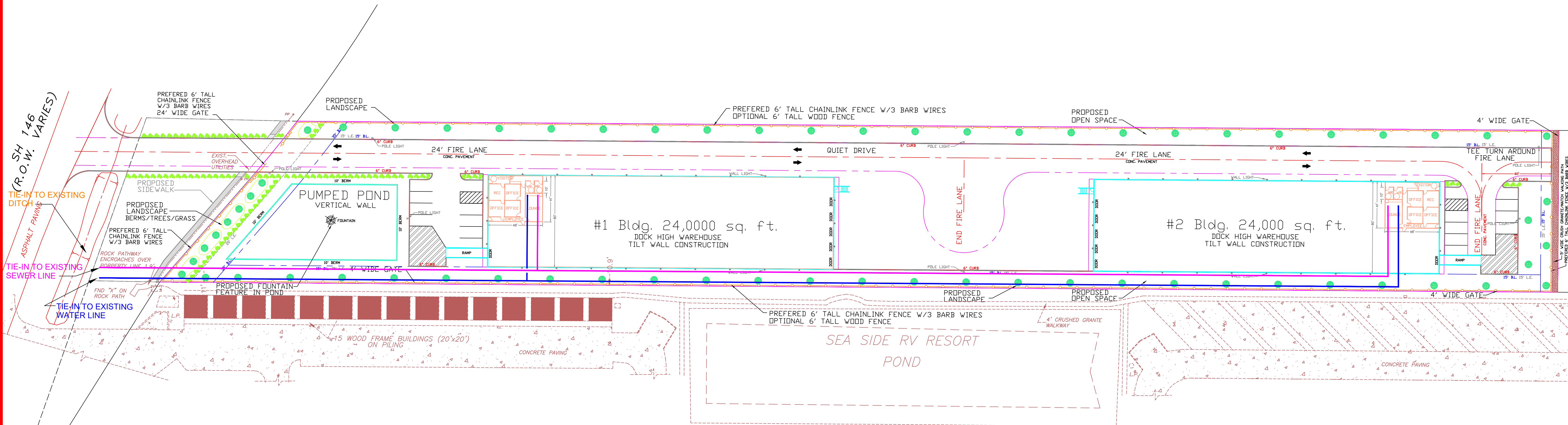
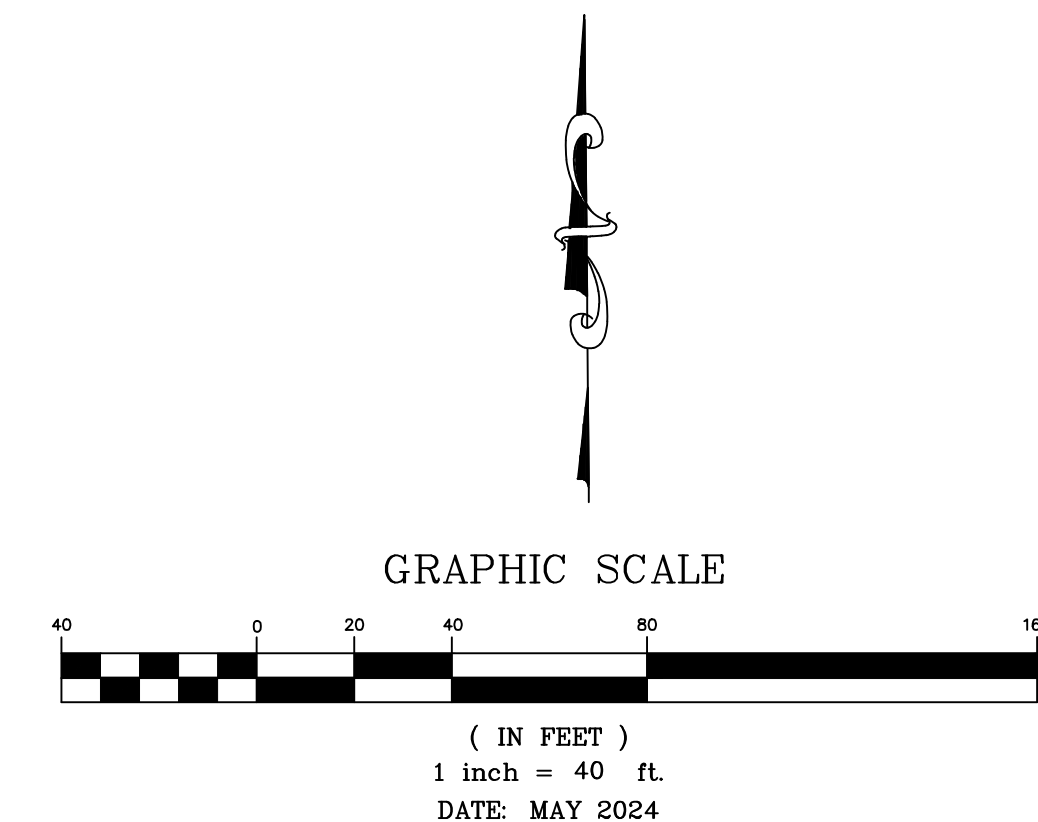


KEY MAP
N.T.S.

”QUIET WAREHOUSING”

”LI / C2-PUD”

DEVELOPED BY
STARSHIP TEXAS CITY, LLC



SANITARY SWR. AND WATER LEGEND

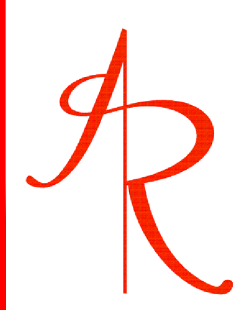
- SAN. SWR.
- WATER

EXISTING UTILITIES & PROPOSED UTILITIES

EXHIBIT D-7

N 88°50'00" W 1287.48'

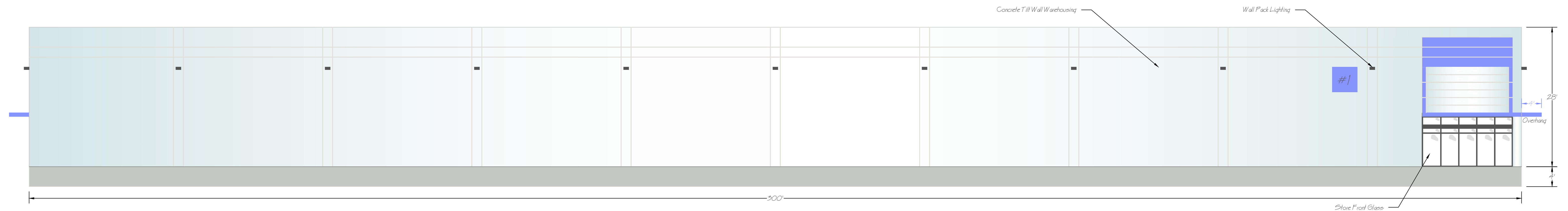
RED BLUFF ROAD (60' R.O.W.)

 AVERY RYAN & COMPANY
2419 DAFFODIL ST.
HIGHLANDS, TX. 77562
713-725-7302
c_bennett1@comcast.net

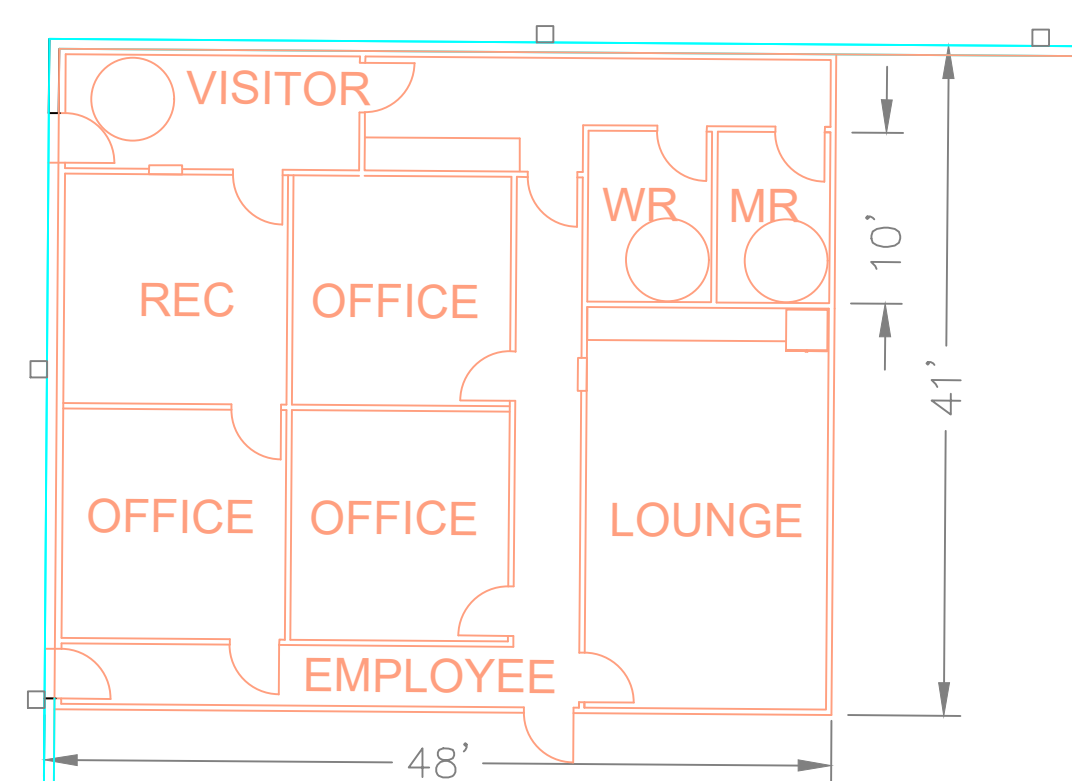
” QUIET WAREHOUSING ”

”LI / C2-PUD”

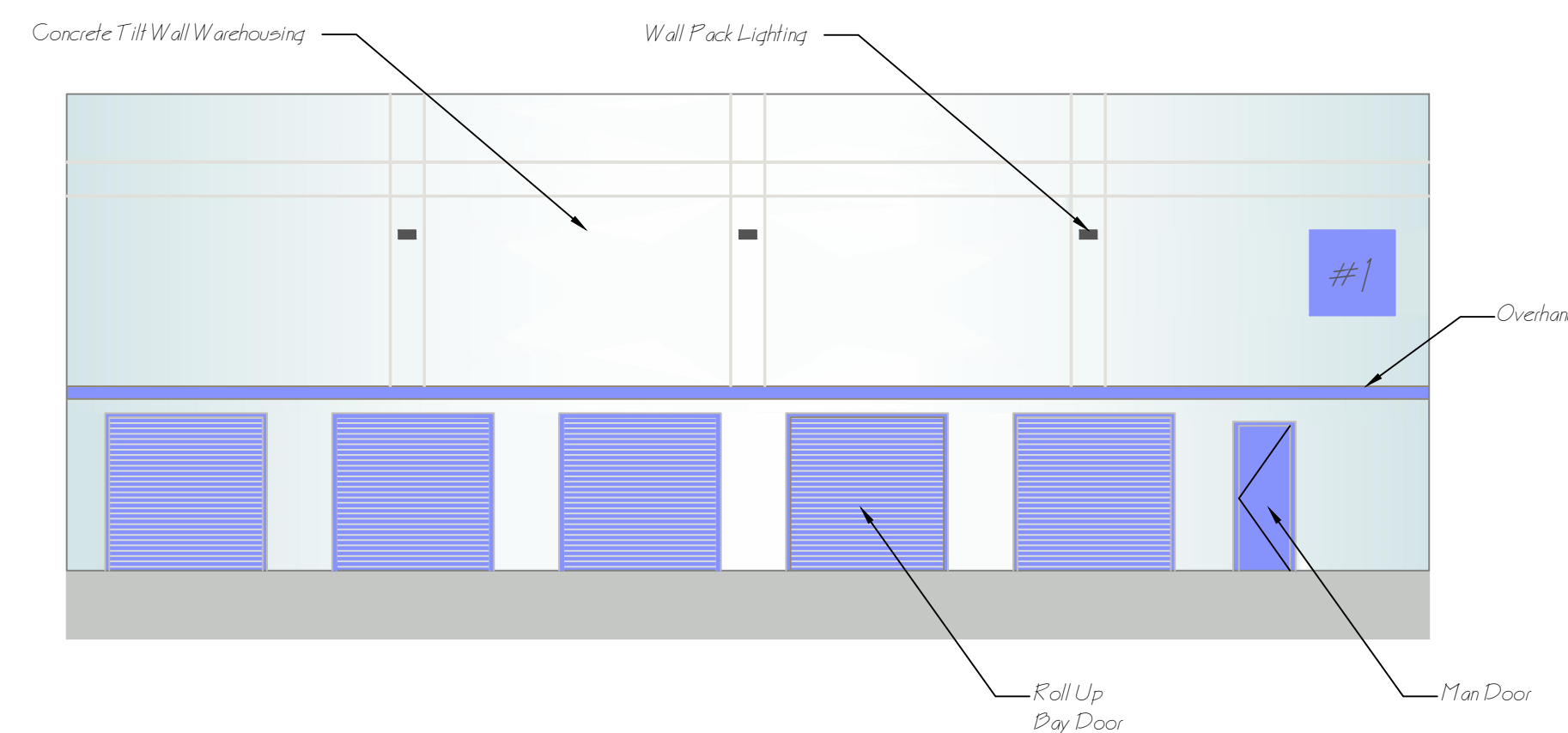
DEVELOPED BY
STARSHIP TEXAS CITY, LLC



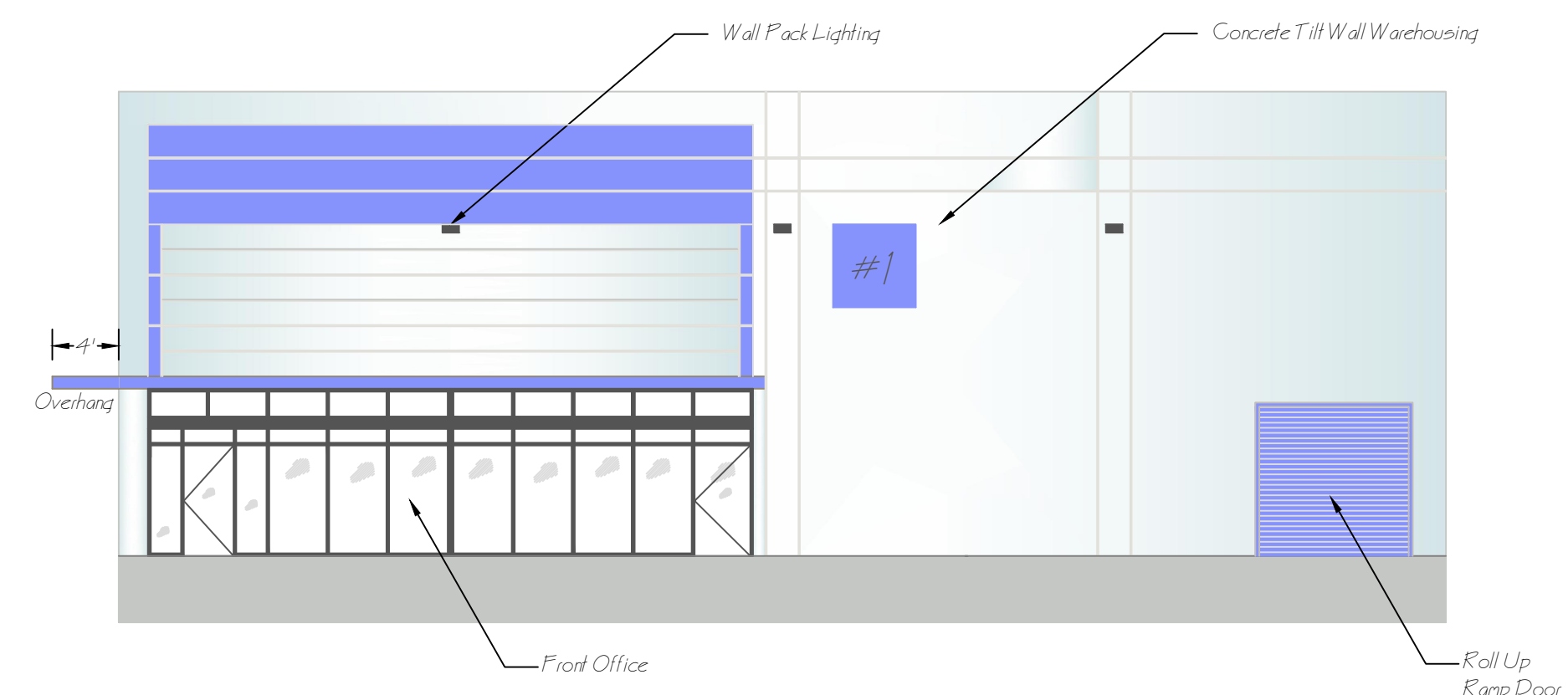
Bldg. #1 Side Wall Elevation
Looking South



Office Area
Floor Plan



Bldg. #1 Rear Elevation
Looking West

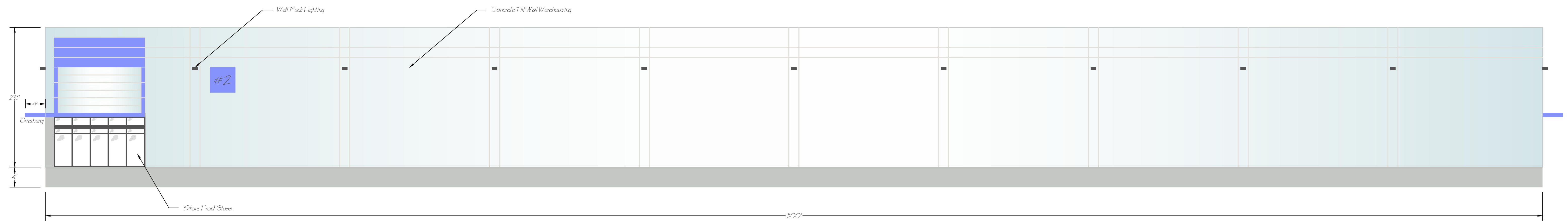


Bldg. #1 Front Elevation
Looking East

” QUIET WAREHOUSING ”

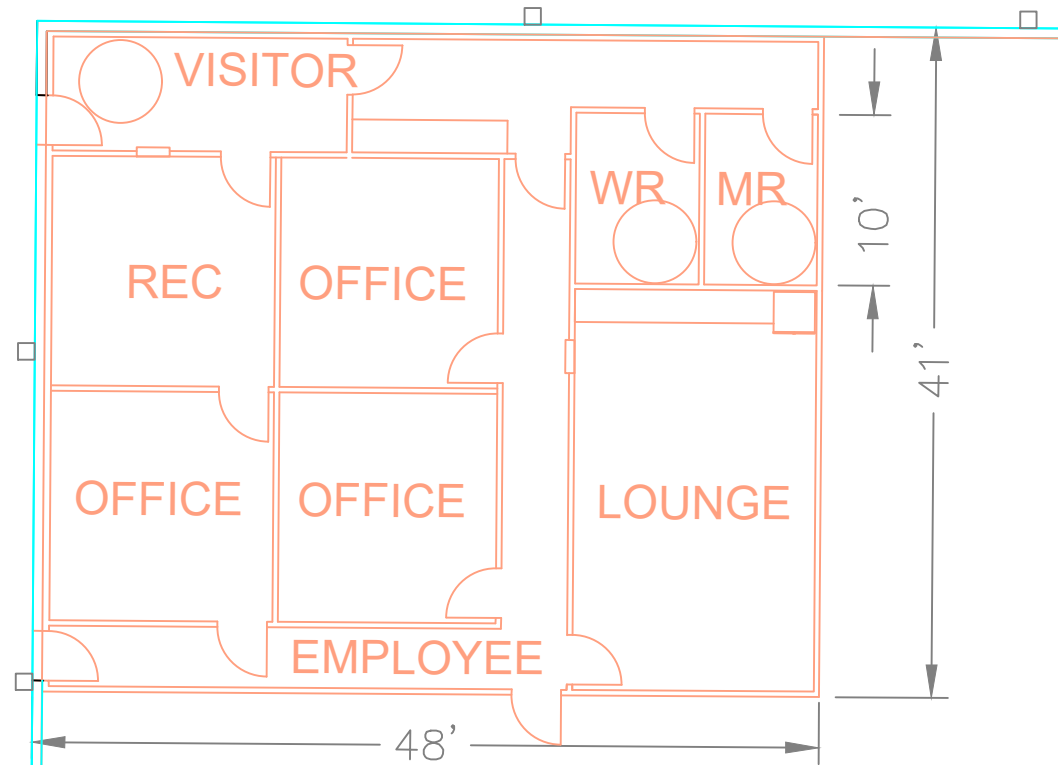
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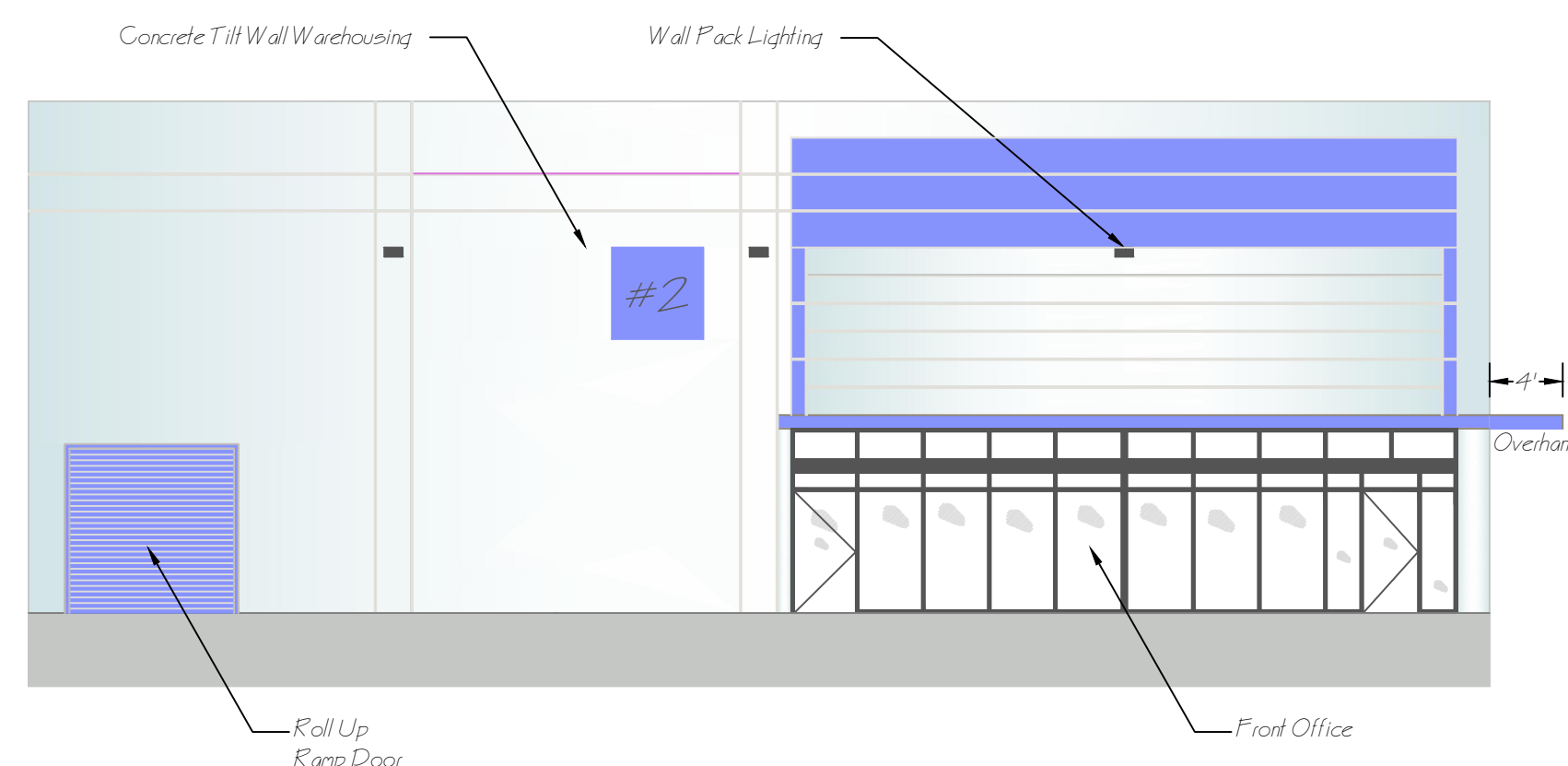


Bldg. #2 Side Wall Elevation

Looking South

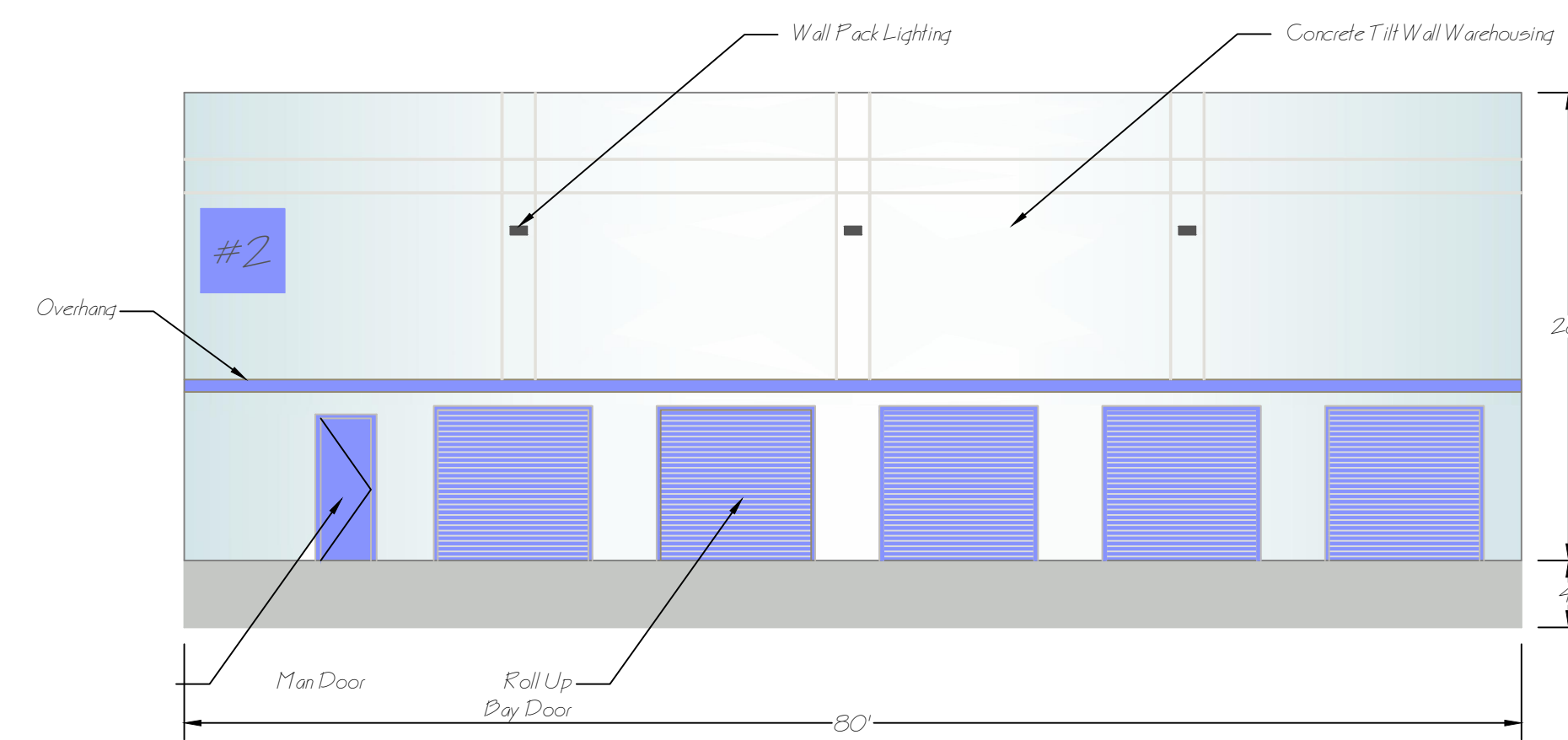


Office Area
Floor Plan



Bldg. #2 Front Elevation

Looking West



Bldg. #2 Rear Elevation

Looking East



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BUILDING ELEVATIONS
EXHIBIT D-8

Quit Warehousing Development Schedule

The following is an estimated time line for Plans Designs, Plans Review and Plan Approvals:

Second Quarter 2024 – Plan Design; Civil, Architectural, Mechanical, Electrical, Plumbing, Sprinkler

Third Quarter 2024 - Completion of Plan Design, Submittal for Plan Review and Approvals

Fourth Quarter 2024 - Plan Review and Plan Approvals

The following is an estimated time line for Project Construction:

First Quarter 2025 – Commence Underground utilities, Detention Pond, Site Grading

Second Quarter 2025 - Commence Concrete Pavement, Building Foundations, Site Fencing

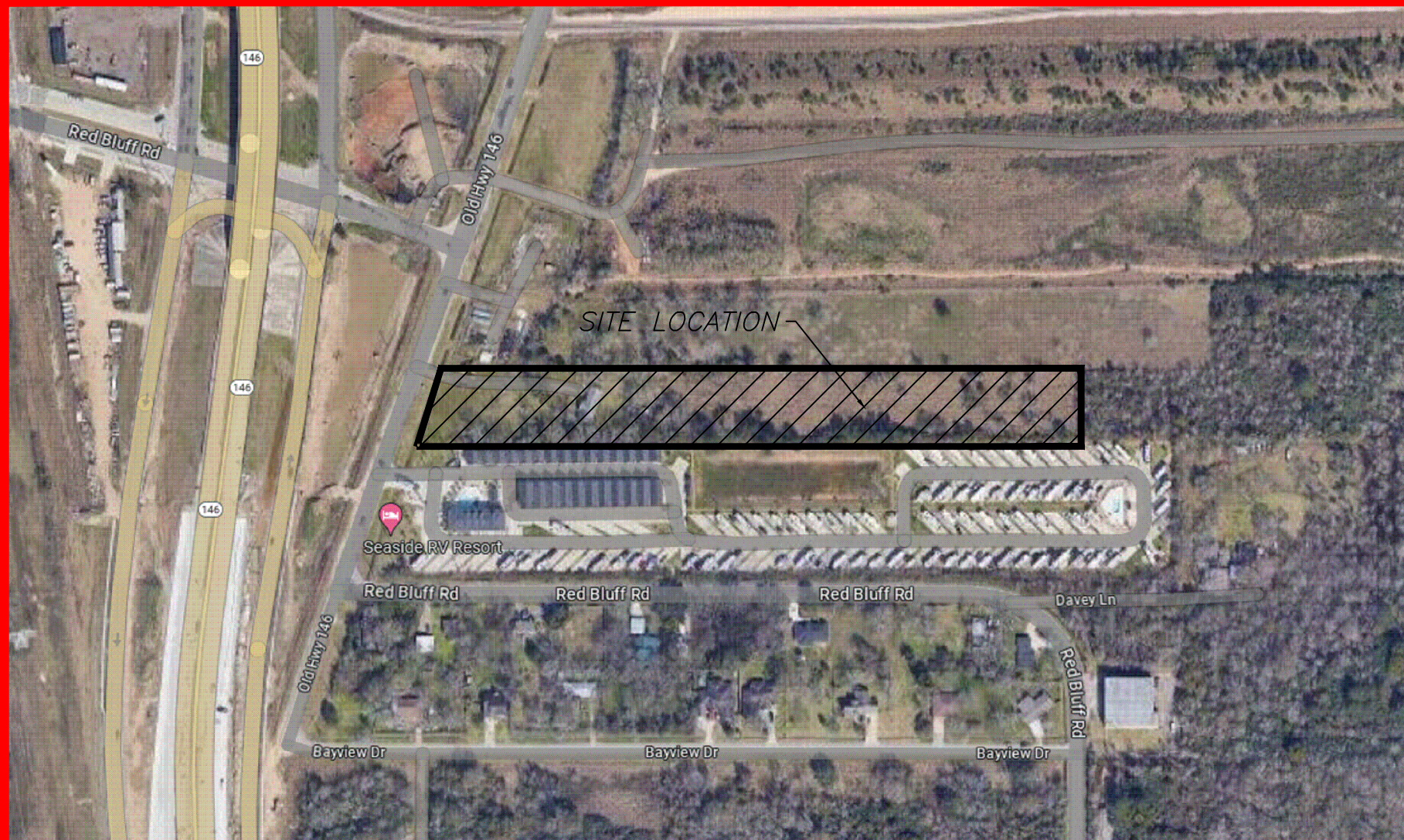
Third Quarter 2025 - Commence Tilt Wall Buildings, Roof System, Sprinkler Installation, Exterior Painting

Fourth Quarter 2025 - Commence Interior Conversion, Store Front Glass, Landscaping, Signage

The following is an estimated time line for Project Construction:

First Quarter 2026 – Finalize Miscellaneous Items, Clean Up, Hand Over Buildings

Dissolution of the PUD: Should the PUD project fail to meet the schedule as approved by the city council the PUD classification and related permits may be at the discretion of the City Council be terminated and, the land shall return to the zoning that existed immediately prior to the PUD conditional approval.

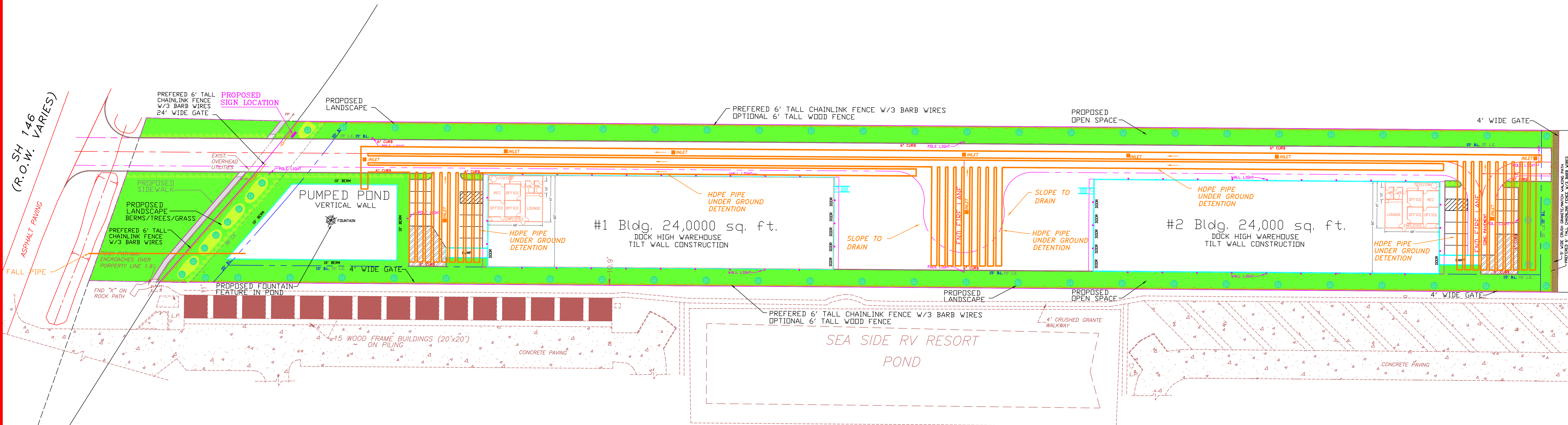
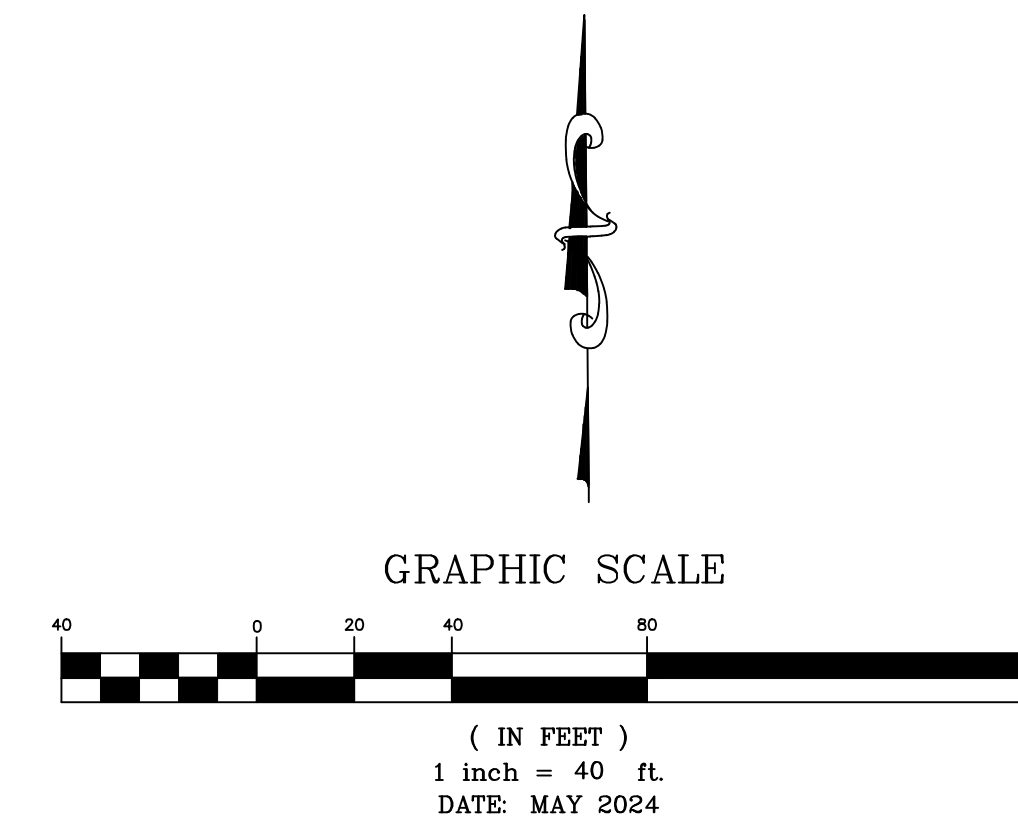


KEY MAP
N.T.S.

"QUIET WAREHOUSING"

"LI / C2-PUD"

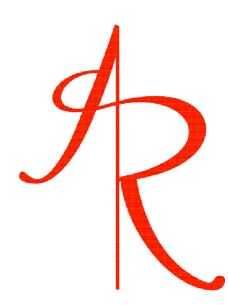
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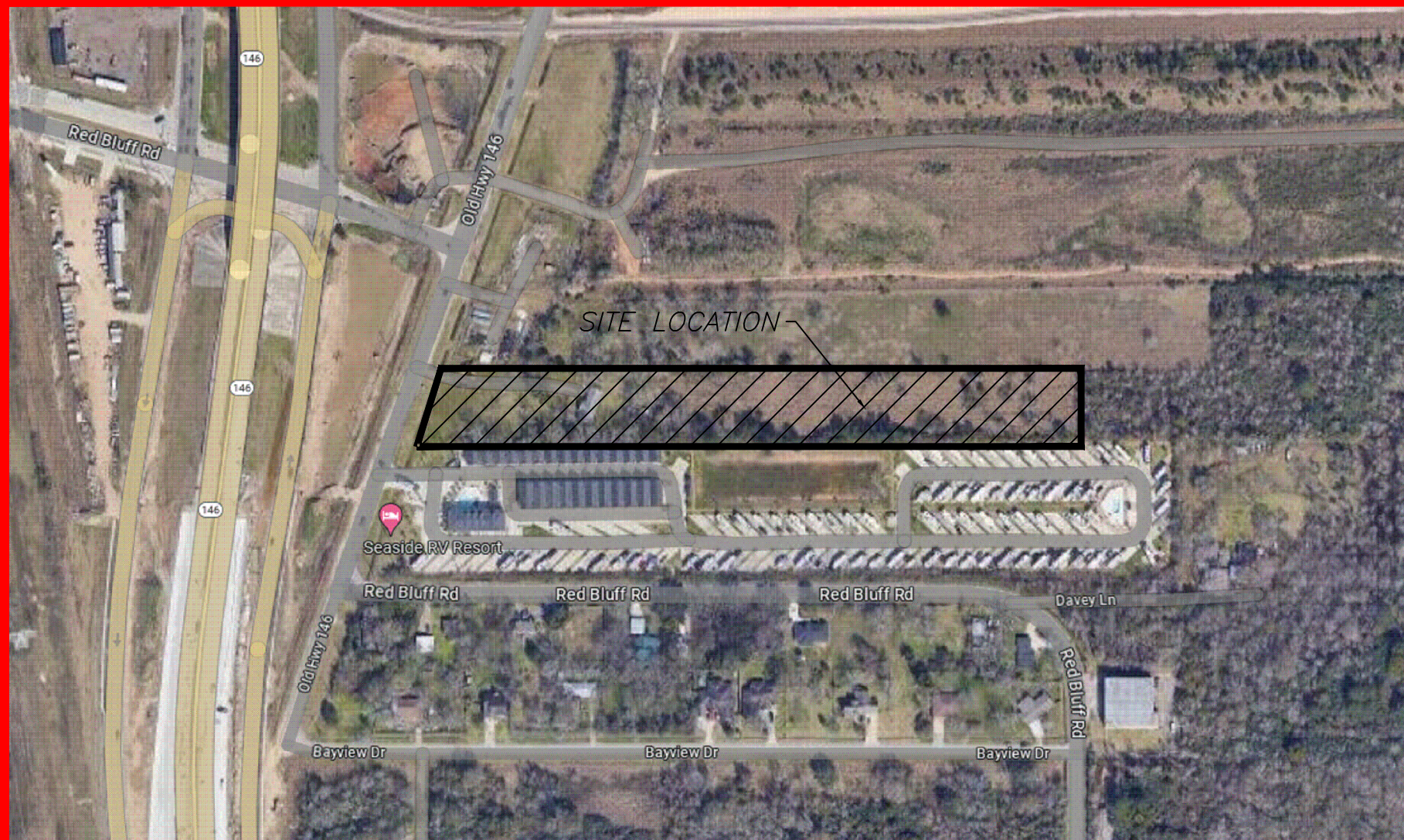


DRAINAGE PLAN EXHIBIT D-10

N 88°50'00" W 1287.48'

RED BLUFF ROAD (60' R.O.W.)

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713-725-7302
c_bennett1@comcast.net

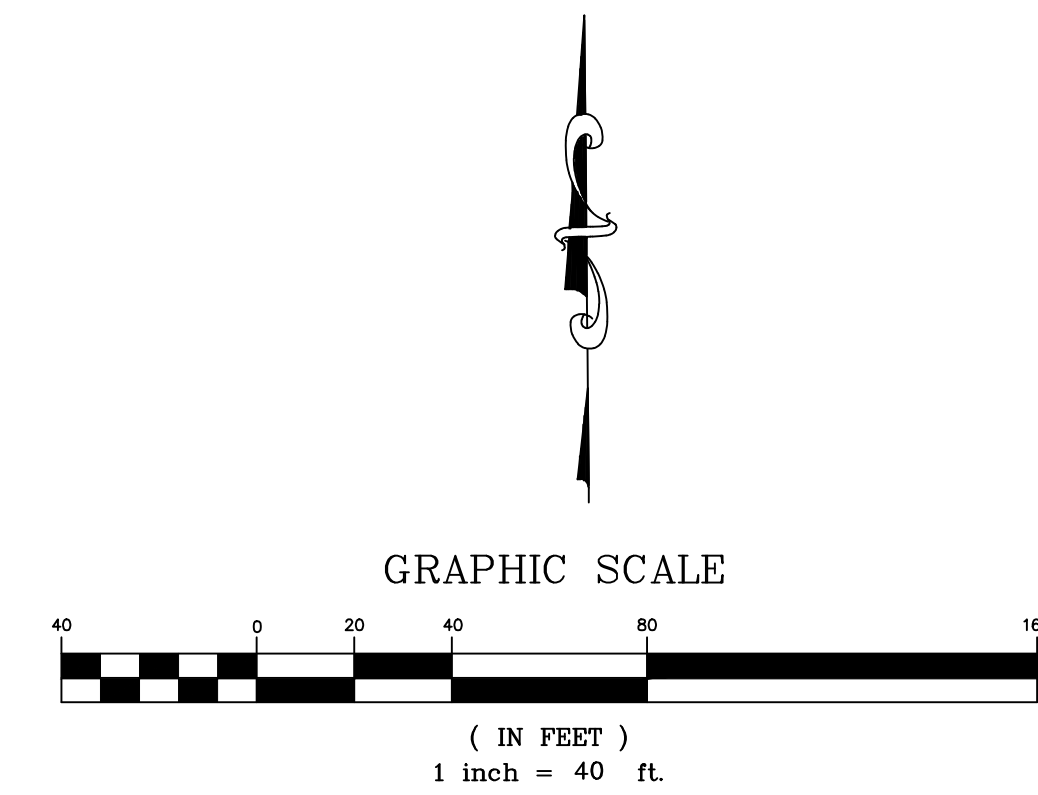


KEY MAP
N.T.S.

"QUIET WAREHOUSING"

"LI / C2-PUD"

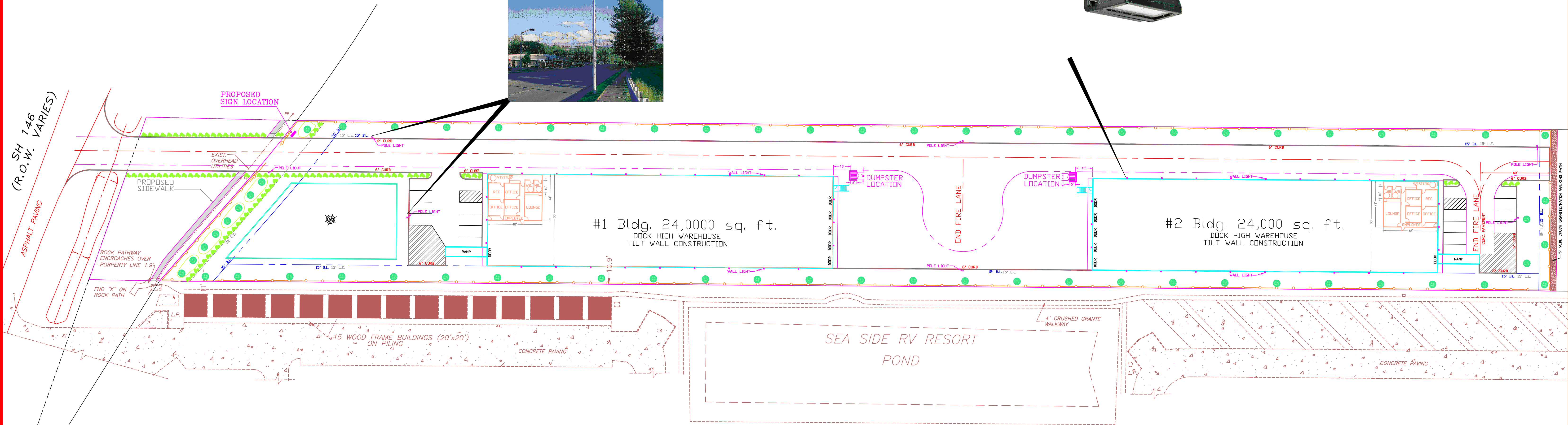
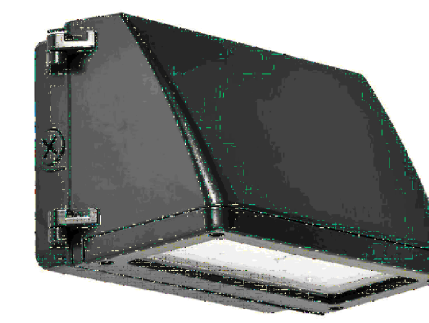
DEVELOPED BY
STARSHIP TEXAS CITY, LLC



TYPICAL
LIGHT POLE



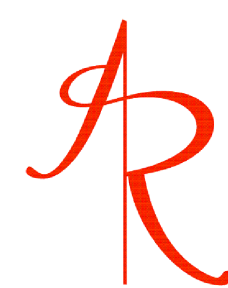
TYPICAL
WALL PACK LIGHTING



- LIGHTING LEGEND**
- WALL PACK
 - POLE LIGHT

LIGHTING PLAN

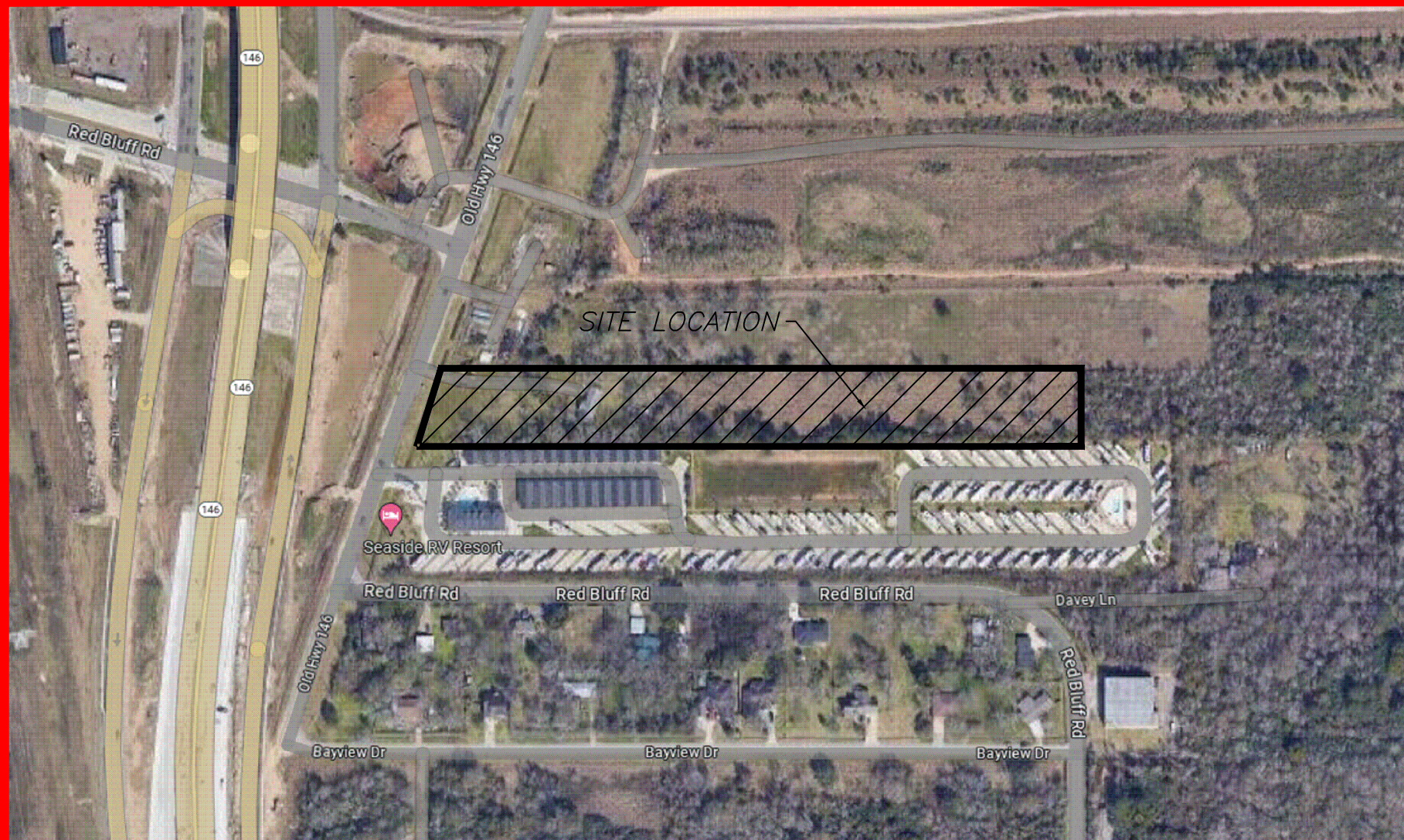
EXHIBIT D-11



AVERY RYAN & COMPANY
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HIGHLANDS, TX. 77562
713-725-7302
c_bennett1@comcast.net

N 88°50'00" W 1287.48'

RED BLUFF ROAD (60' R.O.W.)

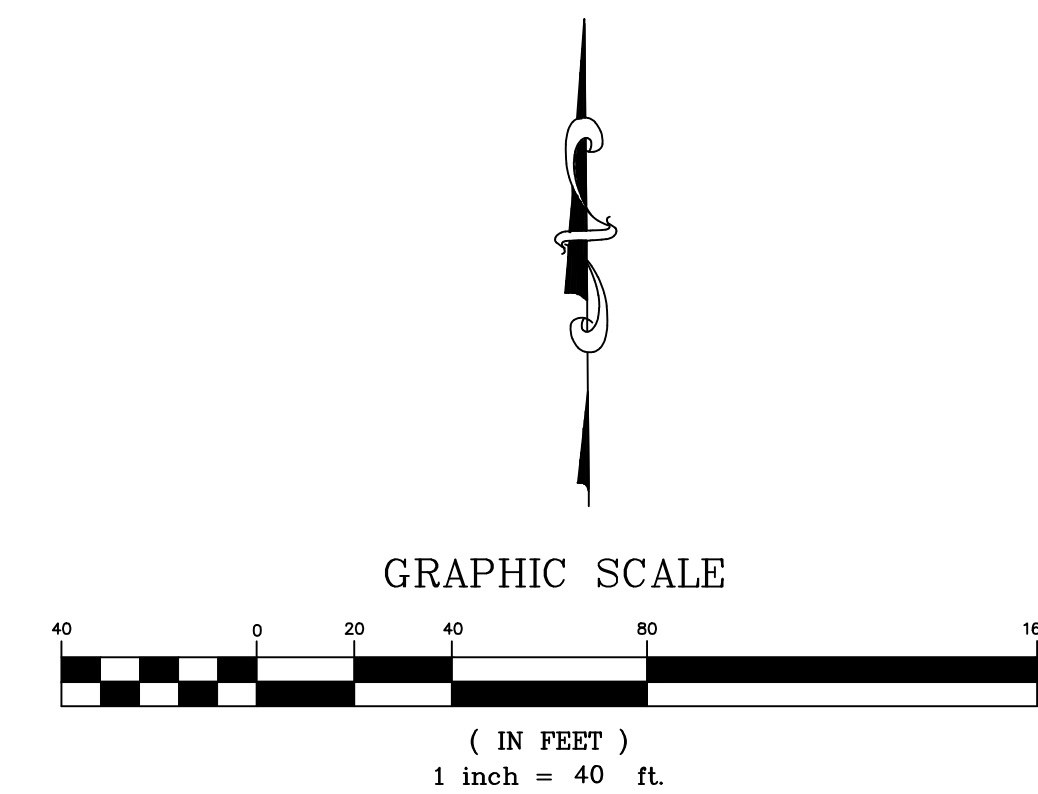


KEY MAP
N.T.S.

"QUIET WAREHOUSING"

"LI / C2-PUD"

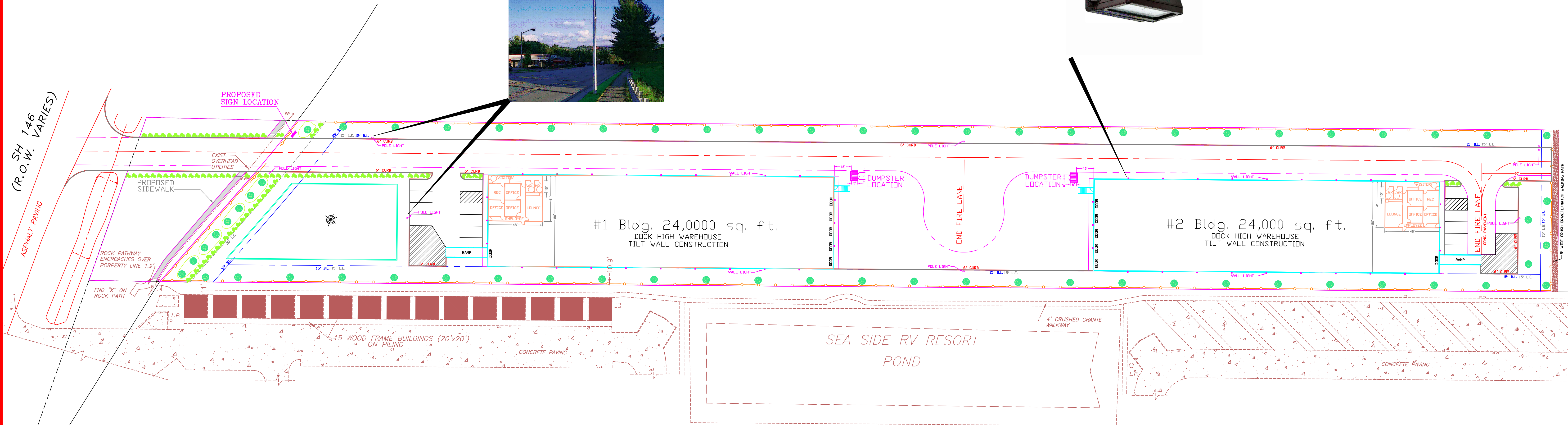
DEVELOPED BY
STARSHIP TEXAS CITY, LLC



TYPICAL
LIGHT POLE



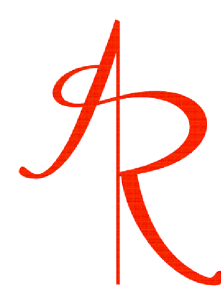
TYPICAL
WALL PACK LIGHTING



- LIGHTING LEGEND**
- WALL PACK
 - POLE LIGHT

LIGHTING PLAN

EXHIBIT D-12



AVERY RYAN & COMPANY
2419 DAFFODIL ST.
HIGHLANDS, TX. 77562
713-725-7302
c_bennett1@comcast.net

N 88°50'00" W 1287.48'

RED BLUFF ROAD (60' R.O.W.)



Agenda Briefing

Date of Meeting: September 3, 2024

Responsible Department: City Manager's Office

Presenter:

Briefing Prepared By: Gayle Cook

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the approval of an Interlocal Agreement between the City of Seabrook and Lakeview Police Department for the use of the Seabrook Jail Facility and telecommunication (9-1-1) operator services for an initial period of nine (9) months from January 1, 2025 to September 30, 2025, with one (1) year options to extend annually and authorize the City Manager to execute.

Executive Summary / Background:

The Lakeview Police Department has requested the services of jail facilities and 9-1-1 operator services per an Interlocal Agreement for a flat fee. The Seabrook Police Department Police Chief coordinated the feasibility along with the terms and agreements of the Interlocal Agreement based on the best capabilities and current facilities of the Seabrook Police Department and approved. With the Interlocal Agreement between the city and Lakeview Police Department in place, Lakeview will utilize the facility more efficiently than Harris County jail facilities.

The initial compensation will be a flat fee of \$88,500.00, with at least a 2.5% annual increase.

This agreement sets an initial term of one (1) year with the option of renewing annually. Provisions for terminating the agreement are set against a defined set of protocols that will enable the agreement to end should the criteria not be met.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Lakeview Jail Dispatch Services Contract - Seabrook v7

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

INTERLOCAL AGREEMENT
FOR PUBLIC SAFETY
DISPATCHING AND JAIL SERVICES
FOR LAKEVIEW POLICE DEPARTMENT
TO SERVICE THE CITIES OF EL LAGO AND TAYLOR LAKE VILLAGE

THIS AGREEMENT, is entered into by and between the LAKEVIEW POLICE DEPARTMENT, a 501(c)(1) existing in Harris County, Texas, (herein after called "LAKEVIEW") and the CITY OF SEABROOK, TEXAS, a home rule Municipal Corporation, existing in Harris County, Texas (herein after called "SEABROOK").

WHEREAS, LAKEVIEW is desirous of providing its two cities, El Lago and Taylor Lake Village with contracted jail and dispatch 9-1-1 services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governments within the State of Texas to contract with one another for the purpose of providing various governmental functions and the delivery of various governmental services, including detention and dispatch services; and

WHEREAS, SEABROOK has facilities and trained personnel for police, fire, and EMS dispatch operations including a 911 Public Safety Answering Point (PSAP) and a municipal jail facility, and

WHEREAS, the parties are agreeable to enter into said agreement to provide jail facilities and dispatch services in accordance with the terms and conditions set forth herein, and

WHEREAS, LAKEVIEW does not have jail facilities or trained personnel for dispatch operations or a PSAP, and

WHEREAS, SEABROOK and LAKEVIEW find it may be mutually beneficial to enter into this agreement

NOW THEREFORE, for the consideration herein after stated, SEABROOK and LAKEVIEW do hereby agree as follows.

Section 1

Term

The terms of this contract shall be for a period of nine (9) months commencing JANUARY 1, 2025, and continuing until SEPTEMBER 30, 2025. This Agreement may be extended in one (1) year periods with mutual consent of both parties.

Section 2

General Duties and Responsibilities of Lakeview

The Terms, Rights, Duties and Responsibilities of the respective Entities as to the operation and use of the jail and dispatch services are as follows.

1. **Rules and Regulations.** LAKEVIEW, its Officers, and Employees, shall abide by the Rules and Regulations established by SEABROOK concerning the operation of its jail facility and dispatch services. However, no change in Rule or Regulations shall be implemented without notification to LAKEVIEW prior to the effective date of such change.
2. **Prisoner Cap.** SEABROOK is to provide LAKEVIEW municipal jail access for up to 55 prisoners per contract year with up to three (3) days per prisoner. For each additional prisoner beyond the initial 55, LAKEVIEW shall pay an additional fee of \$200.00. There will also be an additional charge of \$100.00. per day for each day beyond three (3) days for each prisoner.
3. **Transportation.** LAKEVIEW shall be responsible for all transportation of prisoners to and from the Seabrook jail facility; the Harris County / Houston Joint Processing Center (JPC); any local mental health facility; or any other location a person arrested by LAKEVIEW may need to be transported.
4. **Book-In Services.** LAKEVIEW will retain full responsibility for prisoners booked into the jail.
 - Shall provide all book-in services including photographs and fingerprints of all prisoners at 1400 Cook Street, Seabrook, Texas 77586.
 - No prisoner will be booked in violation of SEABROOK Jail Procedures
 - ALL prisoners who develop medical/mental health issues after booking shall be resolved by the arresting agency
 - ALL Harris County charged prisoners shall be transported to the Harris County Jail no more than 12-hours after District Attorney In-Take Management System DIMS is sent
5. **Release Functions.** LAKEVIEW will perform all release functions and will release prisoners when such release is requested from magistrate, Seabrook Chief of Police

or designee, other otherwise authorized by law. LAKEVIEW shall provide all required documents and information as required by statute or directive, to all prisoners who are released or bonded. LAKEVIEW shall make the notifications for release of family violence offenders required by Article 42.21 of the Texas Penal Code of Criminal Procedure, and any other release notifications required by law.

6. **Prisoner Statistics.** Upon request, LAKEVIEW shall provide a daily listing of all prisoners in custody at the Seabrook jail facility including their names, the offenses with which they are charged, and the number of hours each prisoner has been confined at the Seabrook jail and a running total of book-ins for the current term of the agreement

Section 3

General Duties and Responsibilities of Seabrook

1. **Dispatching Services.** SEABROOK is to provide LAKEVIEW dispatching and PSAP services on a twenty-four (24) hour per day basis for the period of this contract.
2. **Non-Emergency Services.** Residents of El Lago and Taylor Lake Village serviced by LAKEVIEW shall call this same dispatch service when there is a need for police, fire, or EMS services via 911 for emergency services or (281) 291-5610 for non-emergency services.
3. **Magistrate Services.** SEABROOK agrees to provide magistrate services for all prisoners in the Seabrook jail facility
4. **Response and Investigation.** SEABROOK shall be responsible for responding to any major incident that occurs in the jail facility. SEABROOK shall have the primary responsibility to investigate all In-Custody deaths and Critical Police Incidents which occur during detention in the Seabrook jail facility.

Section 4

Payment

In return for the services described herein, LAKEVIEW agrees to pay SEABROOK an annual amount as agreed upon. Payment for services rendered under the terms of this agreement shall be made on a *Quarterly-Basis* to SEABROOK and shall be paid per quarterly invoice or request for payment from SEABROOK.

1. To the extent permitted by the laws and Constitution of the State of Texas, LAKEVIEW shall be obligated to make payments under this contract from funds budgeted and appropriated for that purpose. Notwithstanding any provision in this contract to the

contrary, should a future governing body of LAKEVIEW fail to appropriate funds to make payments during any fiscal year during the term of this contract this contract shall be deemed terminated at the end of the fiscal year preceding the fiscal year for which such appropriation is not made. Termination of this contract by LAKEVIEW in accordance with this subsection shall not constitute an act of default by LAKEVIEW, and upon such termination LAKEVIEW shall have no further obligations hereunder.

2. In conformance with Texas Government Code Section 791 (d) (3), each payment due from LAKEVIEW to SEABROOK for services provided herein are payable from LAKEVIEW's then current revenues.
3. Failure to submit timely payment for services may result in an immediate interruption of Jail use services until all outstanding invoices are paid in full. Additionally, failure to sustain timely payments may result in a 90-day notice to dissolve this agreement.
4. **The agreed upon amount of fees are as follows:**
Jail facility and Dispatch services – partial annual base cost of \$66,375.00 for the first nine (9) months beginning January 1, 2025, with a full twelve (12) month cost of \$88,500.00 and a cost increase of at minimum 2.5% annually each year thereafter.

Section 5

Dispute Resolution and Termination

1. **Resolution Team.** The parties shall agree to establish a resolution team to resolve any conflicts regarding this agreement, including but not limited to compliance with the terms of the agreement, disputes regarding any part of this agreement may be heard by a resolution team. The shall be composed of: The Seabrook Chief of Police and the Lakeview Chief of Police, and designee of command staff.
2. **Termination** This contract may be terminated by either party upon ninety (90) days written notice. A party may terminate this agreement in lieu of arbitration. Upon termination, any prepaid but unused payment for services shall be refunded. There shall be no other refunds.

Section 6

Responsibility for Losses

1. **Non-Liability for Acts of Other Party.** SEABROOK, its Officers and Employees, shall not be liable for any claims, damages, and attorney fees arising from the negligent or illegal acts of LAKEVIEW, its Officers or Employees in relation to the performance of this Agreement or the condition of real or personal property controlled by LAKEVIEW. LAKEVIEW, its Officers and Employees, shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of SEABROOK, its Officers or Employees in relation to the performance of the is agreement or the condition of real or personal property controlled by SEABROOK.
2. **Comparative Responsibility.** If both SEABROOK and LAKEVIEW are found to be liable for any claims, damages or attorney fees arising from the negligent or illegal acts of SEABROOK or LAKEVIEW employees under this Agreement, SEABROOK and LAKEVIEW shall be liable for the portion of the claims, damages and attorney's fees that arise from the negligent or illegal acts of the that party as determined by the court adjudicating the matter or as agreed in any settlement.
3. **Workers Compensation.** If any SEABROOK Officer or Employee suffers any loss while performing duties contemplated by the agreement, SEABROOK shall be at risk for the liability of the loss under its workers compensation insurance. If any LAKEVIEW Officer or Employee suffers loss while performing duties contemplated by the Agreement, LAKEVIEW shall be at risk for the liability for the loss under its workers compensation.

LAKEVIEW shall maintain workers' compensation insurance coverage that meets or exceeds the minimum requirements set forth by the State of Texas for the duration of this Agreement. LAKEVIEW shall provide the City of Seabrook with a current Certificate of Coverage evidencing such insurance. This certificate must be submitted prior to any use of the jail facilities under this Agreement and shall be updated annually or upon renewal of the coverage. Failure to maintain such coverage or to provide proof thereof shall be considered a material breach of this Agreement, giving the City of Seabrook the right to terminate this Agreement immediately.

Section 7
Miscellaneous Provisions

1. **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by both City Council and Commission.
2. **Billing.** For all amounts owned under this agreement other than the regular quarterly payment, SEABROOK shall submit an itemized invoice for the services provided each quarter to LAKEVIEW.
3. **Choice of Law and Venue.** The law which shall govern this agreement is the law of the state of Texas. All consideration to be paid and matters to be performed under this agreement are payable and to be performed in Harris County, Texas, and venue of any dispute or matter arising under this agreement shall lie in the District Court of Harris County.
4. **Severability.** In the event that any portion this agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
5. **Independent Contractor.** LAKEVIEW, its agents, officers and employees are associated with SEABROOK only for the purposes and to the extent set forth in this agreement. With respect to the performance of the services provided by LAKEVIEW herein, LAKEVIEW shall be an independent contractor and subject to the terms of the agreement shall have the sole right to manage, control, operate and direct the performance of the details of its duties under this agreement. Likewise, SEABROOK, its Officer, Employees and agents are associated with SEABROOK only for purposes and to the extent set forth within this agreement. With respect to any duties required of SEABROOK set out herewith, SEABROOK is and shall be an independent contractor and subject to the terms of this agreement.
6. **Defenses or Immunities.** By entering into this agreement, neither SEABROOK nor LAKEVIEW waives any defenses or immunities, which may be extended to it by operation of law, including sovereign immunity and any limitation on the amount of damages.
7. **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions

extending said authority have been passed and are now in full forces and effect.
This contract is hereby signed and fully executed, on this

SEABROOK POLICE DEPARTMENT
DEPARTMENT

By: _____
Printed Name: _____

LAKEVIEW POLICE

By: _____
Printed Name: _____

CITY OF SEABROOK

By: _____
Printed Name: _____



Agenda Briefing

Date of Meeting: September 3, 2024

Responsible Department: City Secretary's Office

Presenter: Jessica Ancira, Director of Municipal Court

Briefing Prepared By: Rachel Lewis

Strategic Focus Area:

General Information:

Consider and take all appropriate action on an updated interlocal cooperation contract with OmniBase Services of Texas, LP for a Failure to Appear Program.

Executive Summary / Background:

The Failure to Appear program is utilized to place holds on drivers licenses when defendants are not in compliance with the judge's orders.

OmniBase provides this service, and this updated agreement with the Texas Department of Public Safety is due to the 88th Texas State Legislature requiring the updates included.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Agreement

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Approval of the interlocal updated agreement.

Interlocal Cooperation Contract Failure to Appear Program

State of Texas
County of Harris

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Municipal _____ Court of the [City of Seabrook _____] (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.: Judge Dick H. Gregg, III	Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address: Seabrook Municipal Court	
Address: 1700 First Street Seabrook, Texas 77578	
Fax: 281-291-5645	
Email:mc@seabrooktx.gov	
Phone: 281-291-5674	

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*	Department of Public Safety
_____	_____
Authorized Signatory	Driver License Division Chief or Designee

Title	

Date	Date
_____	_____

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person’s title and date.



Agenda Briefing

Date of Meeting: September 3, 2024

Responsible Department: Emergency Services

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By: Kevin Rodgers

Strategic Focus Area:

General Information:

Consider and take all appropriate action on a 1-year contract extension agreement between the City of Seabrook and Hydradry Inc. for post-disaster restoration and recovery services.

Executive Summary / Background:

This is an extension for post-disaster restoration and recovery services of our primary contractor as described in the original agreement 2021-09 dated September 1, 2021. The extension will be from September 1, 2024 through August 31, 2025.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Hydradry Inc. Contract Extension
2. Hydradry Inc. Contract 2021

Prior Action / Review by Council, Boards, Commissions:

The original contract was approved on September 1, 2021.

Staff Recommendation:

Staff recommends extending the contract.



This Contract Extension Agreement (the "Extension Agreement") is made and entered into as of **September 1, 2024**, by and between:

Hydradry Inc., a corporation, located at 8200 Northwest Parkway North Richland Hills, Texas 76182

and

City of Seabrook, a municipal corporation, located at 1700 First Street, Seabrook, Texas 77586.

RECITALS

WHEREAS, the parties entered into a Post Disaster Restoration and Recovery Service Agreement 2021-09, dated September 1, 2021 (the "original Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Extension of Term:** The Term of the Original Agreement is hereby extended for an additional period of 12 months, commencing on September 1, 2024 and expiring on August 31, 2025.
2. **Terms and Conditions:** Except as expressly modified by this Extension Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect during the extended Term.
3. **Scope of Services:** The Service Provider agrees to continue providing the Disaster Restoration and Recovery Services as described in the Original Agreement during the Extended Term. Any modifications to the scope of services must be agreed upon in writing by both parties.
4. **Compensation:** The compensation terms outlined in the Original Agreement shall continue to apply during the Extended Term. Any changes to the compensation or payment terms must be documented in a written amendment signed by both parties.
5. **Miscellaneous:**
 - **Entire Agreement:** This Extension Agreement, together with the Original Agreement, constitutes the entire agreement between the parties with



respect to the subject matter hereof and supersedes all prior agreements and understandings.

- **Governing Law:** This Extension Agreement shall be governed by and construed in accordance with the laws of the State of TEXAS.
- **Counterparts:** This Extension Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension Agreement as of the day and year first above written.

Hydradry Inc.

By: Elizabeth Rodriguez, Bid Analyst
Authorized Representative, Title

City of Seabrook

By: _____
Thom Kolupski, Mayor

Post Disaster Recovery/Restoration Contract

This CONTRACT ("Contract") is entered into by and between Hydradry Inc. ("Contractor"), located at 8200 Northwest Parkway North Richland Hills, Tx. 76182 and City of Seabrook ("City"), a municipal corporation, located at 1700 First Street, Seabrook, Texas 77586 on the date set forth below.

Terms:

1. Scope of Services: In the event of a disaster, Contractor agrees, as Primary Contractor to furnish the City with disaster restoration and recovery services as outlined and priced within the Proposal submitted in response to Seabrook Request for Proposal 2021-09 Disaster Restoration and Recovery Services, attached hereto. The Contractor shall comply with all city, state and federal laws and regulations.

2. Term and Termination: The term of this Contract shall be for three (3) years from the execution date. The Contract may be renewed for two (2) additional one (1) year terms with the mutual consent of both parties, not less than 60 days prior to the expiration of the initial Contract.

The Contract will not automatically renew. The Contractor shall perform in accordance with the terms and conditions of the Contract. Charges of poor performance shall be documented by the City and submitted to the Contractor for corrective action. If Contractor fails to timely take corrective action or if continued poor performance is determined by City, this will be deemed a breach of these specifications and shall be the cause for immediate termination of the Contract. Notwithstanding anything herein to the contrary, the City of

Seabrook and/or Contractor reserves the right to terminate this contract for any reason by notifying the other party in writing thirty (30) days prior to the termination date.

If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of the Contract shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of the Contract.

3. **Escalation Clause:** The City acknowledges the fluctuating nature of prices, especially for fuel. Therefore in the case of gasoline and diesel fuel prices only, unit prices may be surcharged upward or downward on a weekly basis, based on the local prevailing market prices for fuel as long as the Contractor provides adequate documentation to support the increase in fuel cost. Furthermore, the fee schedule unit prices may be adjusted upward or downward, on the contract anniversary date, based on the United State Department of Labor, Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers or as mutually agreed to by both parties.
4. **Termination for Cause:** Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law the City, upon giving the Contractor five (5) calendar days prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:
 - (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of

- any proceeding commenced under any statute or law for the relief of debtors; or
- (2) If a receiver trustee or liquidator of any of the property or income of the Contractor shall be appointed; or
- (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
- (4) If the Contractor shall fail to remedy any default within ten (10) days after written notice thereof from City; or
- (5) If the Contractor commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

5. **Termination for Convenience:** The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City and/or Contractor for its convenience. Any such termination shall be effected by delivery to the Contractor and/or City of a written notice (notice of termination) as provided in paragraph 2, specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.

6. **Compensation:** Contractor shall be paid for the services, as set forth in the Proposal submitted in response to Seabrook Request for Proposal 2021-09 Disaster Restoration and Recovery Services, attached and incorporated for all purposes. Notwithstanding anything herein to the contrary, in case of conflict between Contractor's response to the subject Request for Proposal, and this Contract, and/or the City Request for Proposal 2021-09, this Contract and the City Request for Proposal shall control. The City shall pay Contractor in accordance with the Texas Government Code 2251 and any other applicable state or federal regulations. Contractor must timely submit invoices for all services. Payment for delivery of services rendered shall not be unreasonably withheld or delayed.

Contractor shall submit invoices directly to the City or to the authorized Monitoring Firm, as instructed by City in the Notice to Proceed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City. All invoices must be emailed to accounts payable, payables@seabrooktx.gov or mailed to:

City of Seabrook
Attn: Accounts Payable
1700 First Street
Seabrook, TX 77586

7. **Insurance:** The Contractor shall keep and maintain during the term of this Contract, a comprehensive general liability policy, with the City named as Additional Named Insured, with limits of:

- | | |
|---------------------------|------------------------------|
| 1. General Aggregate | \$1,000,000.00 |
| 2. Contractor's Liability | \$500,000.00 |
| 3. Bodily Injury | \$500,000.00 |
| 4. Property Damage | \$500,000.00 |
| 5. Workers Compensation | Requirements Per Texas State |

Law

providing the required coverage shall be authorized under the laws of the State of Texas to underwrite insurance and be acceptable to City.

8. **Bonds:** Prior to issuance of Notice to Proceed, Contractor shall provide payment and performance bonds for the entire estimated cost of restoration and recovery for the disaster event, in standard forms for this purpose and companies authorized under the laws of the State of Texas to act as surety on the subject bonds for principals, guaranteeing faithful performance and payment to all persons supplying labor and materials or furnishing the Contractor any equipment in the execution of the Contract. It is specifically stipulated and agreed that the Notice to Proceed shall not be in effect until such performance and payment bonds are furnished and approved by the City. Such performance bond shall expressly provide that the principal and surety shall be liable to the City for the full amount of such performance bond, thereby agreed upon and admitted as the amount of the damages to be suffered by the City on account of the failure of the proposer to so comply with the terms of his proposal.

9. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to

City of Seabrook employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Contract, and shall not be reimbursed by the City for such expenses except as otherwise provided in this Contract.

10. **Confidentiality:** During the course of the work and/or services to be provided under this Contract, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Contract and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Contract shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Contract or the engagement of Contractor without the prior written approval of the City.

11. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Codes and Rules, including

but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

12. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Contract. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Contract and is authorized to execute this Contract according to its terms on behalf of Contractor.
13. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Contract. Contractor warrants that all services performed under this Contract shall be performed consistent with generally prevailing professional or industry standards.
14. **Non-Transferable Contract:** The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger,

consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is not subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

15. 16R Conflict of Interest: Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Contract.
16. 17UR INDEMNIFICATION: THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED

MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY.

THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

17. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the Contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
18. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate.

State Auditor: Contractor understands that acceptance of funds under the Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

19. **Jurisdiction:** Any disputes under this Contract shall be brought in a court of competent jurisdiction exclusively in Harris County, Texas and governed by Texas law.

20. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.
21. **Changes to Contract:** Any changes made to this Contract must be reasonable for the completion of the project scope, made in writing and agreed to by both parties. Changes include but are not limited to extending the term of the Contract and any alterations to the method of work and prices.
22. **Entire Contract:** This Contract contains the entire Contract between the parties and supersedes all prior Contracts, arrangements, and understanding, oral or written between the parties relating to this Contract. This Contract may not be

modified except by mutual written Contract of the parties executed subsequent to this Contract.

23. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Contract and payments pursuant to the Contract and acknowledges that the Contract may be terminated, and payment withheld if this representation is inaccurate.
24. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of Seabrook and is current on all taxes owed to the City of Seabrook. Contractor agrees that any payments owing to Contractor under the Contract may be applied directly toward any debt or delinquency that Contractor owes the City of Seabrook regardless of when it arises, until such debt or delinquency is paid in full.
25. **Products and Materials Produced in Texas:** If Contractor will provide services under the Contract, Contractor covenants and agrees that in performing its duties and obligations under the Contract, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
26. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Contract will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.

27. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
28. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Contract are declared to be severable. The Parties may mutually agree to renegotiate the Contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
29. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Contract, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

30. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Contract by City nor any other conduct, action or inaction of any City representative relating to the Contract is a waiver of sovereign immunity by City.
31. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Contract and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Contract on behalf of City.
32. **Non-Waiver:** No covenant or condition of this Contract may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
33. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Contract Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Contract.
34. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

[Remainder of page intentionally left blank -signature block on next page].

Executed this XXth day of XXXX, XXXXX.

Hydradry Inc - "Contractor"

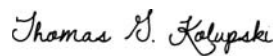


Title/Authorized Representative

Elizabeth Rodriguez

Bid Analyst

CITY OF SEABROOK - "City"



Thom Kolupski, Mayor

Attest:



Robin Lenio, City Secretary

SPECIAL ADDENDUM
Federal Contract Provisions and Certifications
2 CFR PART 200
Appendix II

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"), and other related requirements premised upon individual funding criteria. All Vendors submitting proposals must complete this Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific purchases using federal grant funds.

For each of the items below, Vendor/Contractor ("Vendor") should certify Vendor's/Contractor's agreement and ability to comply, where applicable, by having Contractor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form¹, the City of Seabrook, Texas, will consider and may list the Vendor's response as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of the City of Seabrook to purchase from the Vendor or enter into a contract with Contractor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted

amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does Vendor agree? YES ER Initial of Authorized Company Official

2. **Termination for Cause and Convenience:**

All contracts in excess of \$ 10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Termination for Cause: Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law the City, upon giving the Contractor five (5) calendar days prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:

- (1) If the Vendor/Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or
- (2) If a receiver trustee or liquidator of any of the property or income of the Vendor/Contractor shall be appointed; or
- (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure

- its progress and completion as prescribed by the time schedules; or
- (4) If the Vendor/Contractor shall fail to remedy any default within ten (10) days after written notice thereof from City; or
 - (5) If the Vendor/Contractor commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

2. Termination for Convenience: The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Vendor/Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

In the event of termination for convenience, the Vendor/Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the City may have against the Vendor/Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.

Does Vendor agree? YES ER Initial of Authorized Company Official

3. **Equal Employment Opportunity:**

During the performance of this contract, the contractor agrees as follows:

- (1) The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Vendor/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Vendor/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Vendor/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the

rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The Vendor/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Vendor/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Vendor/Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the

event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Does Vendor agree? YES ER Initial of Authorized Company Official

4. Contract Work Hours and Safety Standards Act:-

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such

individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Does Vendor agree? YES ER Initial of Authorized Company Official

5. Clean Air and Water Act and Federal Water Pollution Control Act:

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding

\$150,000 financed in whole or in part with Federal assistance provided by FEMA."

Does Vendor agree? YES ER Initial of Authorized Company Official

6. Debarment and Suspension:

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of sub recipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision

requiring such compliance in its lower tier covered transactions.

Does Vendor agree? YES ER Initial of Authorized Company Official

7. **Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (attached). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Does Vendor agree? YES ER Initial of Authorized Company Official

8. **Procurement of Recovered Materials:**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA designate items, is available at the EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Does vendor agree? YES EL Initial of Authorized Company Official

9. **Additional FEMA Requirements**

a) Changes-To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

Does Vendor agree? YES EL Initial of Authorized Company Official

b) Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract."

Does Vendor agree? YES E.R. Initial of Authorized Company Official

c) DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Does Vendor agree? YES E.R. Initial of Authorized Company Official

d) Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Vendor agree? YES EL Initial of Authorized Company Official

e) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Vendor agree? YES EL Initial of Authorized Company Official

f) Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract

Does Vendor agree? YES EL Initial of Authorized Company Official

Proposer's signature below affirms that they are authorized to answer the questions in this section entitled, "Required Federal contract provisions of Federal Regulations for contracts for contracts with the City of Seabrook, Texas" for the proposing company.

Company Name: Hydradry Inc.

Print Name of authorized representative:
Elizabeth Rodriguez

Signature of authorized representative:

Elizabeth Rodriguez

Date: 09 / 01 / 2021



Agenda Briefing

Date of Meeting: September 3, 2024

Responsible Department: Emergency Services

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By: Kevin Rodgers

Strategic Focus Area:

General Information:

Consider and take all appropriate action on a 1-year contract extension agreement between the City of Seabrook and First Onsite Restoration for post-disaster restoration and recovery services.

Executive Summary / Background:

This is an extension for post-disaster restoration and recovery services of our primary contractor as described in the original agreement 2021-09 dated September 1, 2021. The extension will be from September 1, 2024 through August 31, 2025.

Funding / Fiscal Information:

Supporting Materials Attached:

1. First Onsite Restoration Contract Extension
2. First Onsite Contract 2021

Prior Action / Review by Council, Boards, Commissions:

The original contract was approved on September 1, 2021.

Staff Recommendation:

Staff recommends extending the contract.



This Contract Extension Agreement (the "Extension Agreement") is made and entered into as of **September 1, 2024**, by and between:

First Onsite Restoration, a corporation, located at 3403 N. Sam Houston Pkwy W Suite 300, Houston, TX 77086

and

City of Seabrook, a municipal corporation, located at 1700 First Street, Seabrook, Texas 77586.

RECITALS

WHEREAS, the parties entered into a Post Disaster Restoration and Recovery Service Agreement 2021-09, dated September 1, 2021 (the "original Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Extension of Term:** The Term of the Original Agreement is hereby extended for an additional period of 12 months, commencing on September 1, 2024 and expiring on August 31, 2025.
2. **Terms and Conditions:** Except as expressly modified by this Extension Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect during the extended Term.
3. **Scope of Services:** The Service Provider agrees to continue providing the Disaster Restoration and Recovery Services as described in the Original Agreement during the Extended Term. Any modifications to the scope of services must be agreed upon in writing by both parties.
4. **Compensation:** The compensation terms outlined in the Original Agreement shall continue to apply during the Extended Term. Any changes to the compensation or payment terms must be documented in a written amendment signed by both parties.
5. **Miscellaneous:**
 - **Entire Agreement:** This Extension Agreement, together with the Original Agreement, constitutes the entire agreement between the parties with



respect to the subject matter hereof and supersedes all prior agreements and understandings.

- **Governing Law:** This Extension Agreement shall be governed by and construed in accordance with the laws of the State of TEXAS.
- **Counterparts:** This Extension Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension Agreement as of the day and year first above written.

First Onsite Restoration

By: _____

[Handwritten Signature] GM

Authorized Representative, Title

City of Seabrook

By: _____

Thom Kolupski, Mayor

Post Disaster Recovery/Restoration Contract

This CONTRACT ("Contract") is entered into by and between First Onsite Restoration. ("Contractor"), located at 3403 N. Sam Houston Pkwy W Suite 300, Houston, Tx 77086 and City of Seabrook ("City"), a municipal corporation, located at 1700 First Street, Seabrook, Texas 77586 on the date set forth below.

Terms:

- 1. Scope of Services:** In the event of a disaster, Contractor agrees, as Tertiary Contractor to furnish the City with disaster restoration and recovery services as outlined and priced within the Proposal submitted in response to Seabrook Request for Proposal 2021-09 Disaster Restoration and Recovery Services, attached hereto. The Contractor shall comply with all city, state and federal laws and regulations.
- 2. Term and Termination:** The term of this Contract shall be for three (3) years from the execution date. The Contract may be renewed for two (2) additional one (1) year terms with the mutual consent of both parties, not less than 60 days prior to the expiration of the initial Contract.

The Contract will not automatically renew. The Contractor shall perform in accordance with the terms and conditions of the Contract. Charges of poor performance shall be documented by the City and submitted to the Contractor for corrective action. If Contractor fails to timely take corrective action or if continued poor performance is determined by City, this will be deemed a breach of these specifications and shall be the cause for immediate termination of the Contract. Notwithstanding anything herein to the contrary, the City of Seabrook and/or Contractor reserves the right to terminate

this contract for any reason by notifying the other party in writing thirty (30) days prior to the termination date.

If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of the Contract shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of the Contract.

3. **Escalation Clause:** The City acknowledges the fluctuating nature of prices, especially for fuel. Therefore in the case of gasoline and diesel fuel prices only, unit prices may be surcharged upward or downward on a weekly basis, based on the local prevailing market prices for fuel as long as the Contractor provides adequate documentation to support the increase in fuel cost. Furthermore, the fee schedule unit prices may be adjusted upward or downward, on the contract anniversary date, based on the United State Department of Labor, Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers or as mutually agreed to by both parties.
4. **Termination for Cause:** Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law the City, upon giving the Contractor five (5) calendar days prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:

- (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

- (2) If a receiver trustee or liquidator of any of the property or income of the Contractor shall be appointed; or
- (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
- (4) If the Contractor shall fail to remedy any default within ten (10) days after written notice thereof from City; or
- (5) If the Contractor commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

5. **Termination for Convenience:** The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City and/or Contractor for its convenience. Any such termination shall be effected by delivery to the Contractor and/or City of a written notice (notice of termination) as provided in paragraph 2, specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.

6. **Compensation:** Contractor shall be paid for the services, as set forth in the Proposal submitted in response to Seabrook Request for Proposal 2021-09 Disaster Restoration and Recovery Services, attached and incorporated for all purposes. Notwithstanding anything herein to the contrary, in case of conflict between Contractor's response to the subject Request for Proposal, and this Contract, and/or the City Request for Proposal 2021-09, this Contract and the City Request for Proposal shall control. The City shall pay Contractor in accordance with the Texas Government Code 2251 and any other applicable state or federal regulations. Contractor must timely submit invoices for all services. Payment for delivery of services rendered shall not be unreasonably withheld or delayed.

Contractor shall submit invoices directly to the City or to the authorized Monitoring Firm, as instructed by City in the Notice to Proceed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City. All invoices must be emailed to accounts payable, payables@seabrooktx.gov or mailed to:

City of Seabrook
Attn: Accounts Payable
1700 First Street
Seabrook, TX 77586

7. Insurance: The Contractor shall keep and maintain during the term of this Contract, a comprehensive general liability policy, with the City named as Additional Named Insured, with limits of:
1. General Aggregate \$1,000,000.00

- | | |
|---------------------------|------------------------------|
| 2. Contractor's Liability | \$500,000.00 |
| 3. Bodily Injury | \$500,000.00 |
| 4. Property Damage | \$500,000.00 |
| 5. Workers Compensation | Requirements Per Texas State |

Law

providing the required coverage shall be authorized under the laws of the State of Texas to underwrite insurance and be acceptable to City.

8. **Bonds:** Prior to issuance of Notice to Proceed, Contractor shall provide payment and performance bonds for the entire estimated cost of restoration and recovery for the disaster event, in standard forms for this purpose and companies authorized under the laws of the State of Texas to act as surety on the subject bonds for principals, guaranteeing faithful performance and payment to all persons supplying labor and materials or furnishing the Contractor any equipment in the execution of the Contract. It is specifically stipulated and agreed that the Notice to Proceed shall not be in effect until such performance and payment bonds are furnished and approved by the City. Such performance bond shall expressly provide that the principal and surety shall be liable to the City for the full amount of such performance bond, thereby agreed upon and admitted as the amount of the damages to be suffered by the City on account of the failure of the proposer to so comply with the terms of his proposal.

9. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of Seabrook employees. Contractor shall be responsible for

all expenses necessary to carry out the services under this Contract, and shall not be reimbursed by the City for such expenses except as otherwise provided in this Contract.

10. **Confidentiality:** During the course of the work and/or services to be provided under this Contract, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Contract and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Contract shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Contract or the engagement of Contractor without the prior written approval of the City.
11. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Codes and Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

12. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Contract. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Contract and is authorized to execute this Contract according to its terms on behalf of Contractor.
13. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Contract. Contractor warrants that all services performed under this Contract shall be performed consistent with generally prevailing professional or industry standards.
14. **Non-Transferable Contract:** The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of

Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is not subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

15. 16R Conflict of Interest: Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Contract.

16. 17UR INDEMNIFICATION: THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF

CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

17. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the Contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

18. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate.

State Auditor: Contractor understands that acceptance of funds under the Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

19. **Jurisdiction:** Any disputes under this Contract shall be brought in a court of competent jurisdiction exclusively in Harris County, Texas and governed by Texas law.

20. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

21. **Changes to Contract:** Any changes made to this Contract must be reasonable for the completion of the project scope, made in writing and agreed to by both parties. Changes include but are not limited to extending the term of the Contract and any alterations to the method of work and prices.

22. **Entire Contract:** This Contract contains the entire Contract between the parties and supersedes all prior Contracts, arrangements, and understanding, oral or written between the parties relating to this Contract. This Contract may not be

modified except by mutual written Contract of the parties executed subsequent to this Contract.

23. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Contract and payments pursuant to the Contract and acknowledges that the Contract may be terminated, and payment withheld if this representation is inaccurate.
24. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of Seabrook and is current on all taxes owed to the City of Seabrook. Contractor agrees that any payments owing to Contractor under the Contract may be applied directly toward any debt or delinquency that Contractor owes the City of Seabrook regardless of when it arises, until such debt or delinquency is paid in full.
25. **Products and Materials Produced in Texas:** If Contractor will provide services under the Contract, Contractor covenants and agrees that in performing its duties and obligations under the Contract, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
26. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Contract will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.

27. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
28. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Contract are declared to be severable. The Parties may mutually agree to renegotiate the Contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
29. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Contract, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

30. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Contract by City nor any other conduct, action or inaction of any City representative relating to the Contract is a waiver of sovereign immunity by City.
31. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Contract and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Contract on behalf of City.
32. **Non-Waiver:** No covenant or condition of this Contract may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
33. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Contract Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Contract.
34. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

[Remainder of page intentionally left blank -signature block on next page].

Executed this XXth day of XXXX, XXXXX.
First Onsite Restoration - "Contractor"

Sierra Bishop

09 / 01 / 2021

Title/Authorized Representative

Sierra Bishop

Regional Account Manager

CITY OF SEABROOK - "City"

Thomas G. Kolupski

Thom Kolupski, Mayor

Attest:

Robin Lenio

Robin Lenio, City Secretary



SPECIAL ADDENDUM
Federal Contract Provisions and Certifications
2 CFR PART 200
Appendix II

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"), and other related requirements premised upon individual funding criteria. All Vendors submitting proposals must complete this Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific purchases using federal grant funds.

For each of the items below, Vendor/Contractor ("Vendor") should certify Vendor's/Contractor's agreement and ability to comply, where applicable, by having Contractor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the City of Seabrook, Texas, will consider and may list the Vendor's response as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of the City of Seabrook to purchase from the Vendor or enter into a contract with Contractor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted

amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does Vendor agree? YES ___ Initial of Authorized Company Official

2. Termination for Cause and Convenience:

All contracts in excess of \$ 10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Termination for Cause: Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law the City, upon giving the Contractor five (5) calendar days prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:

- (1) If the Vendor/Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or
- (2) If a receiver trustee or liquidator of any of the property or income of the Vendor/Contractor shall be appointed; or
- (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure

its progress and completion as prescribed by the time schedules; or

- (4) If the Vendor/Contractor shall fail to remedy any default within ten (10) days after written notice thereof from City; or
- (5) If the Vendor/Contractor commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

2. Termination for Convenience: The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Vendor/Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

In the event of termination for convenience, the Vendor/Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the City may have against the Vendor/Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.

Does Vendor agree? YES ___ Initial of Authorized Company Official

3. Equal Employment Opportunity:

During the performance of this contract, the contractor agrees as follows:

- (1) The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Vendor/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Vendor/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Vendor/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the

rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The Vendor/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Vendor/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Vendor/Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the

event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Does Vendor agree? YES ___ Initial of Authorized Company Official

4. Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such

individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Does Vendor agree? YES ___ Initial of Authorized Company Official

5. Clean Air and Water Act and Federal Water Pollution Control Act:
Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding

\$150,000 financed in whole or in part with Federal assistance provided by FEMA."

Does Vendor agree? YES ___ Initial of Authorized Company Official

6. Debarment and Suspension:

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of sub recipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision

requiring such compliance in its lower tier covered transactions.

Does Vendor agree? YES ___ Initial of Authorized Company Official

7. **Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (attached). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Does Vendor agree? YES ___ Initial of Authorized Company Official

8. **Procurement of Recovered Materials:**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA designate items, is available at the EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Does vendor agree? YES ___ Initial of Authorized Company Official

9. Additional FEMA Requirements

a) Changes-To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

Does Vendor agree? YES ___ Initial of Authorized Company Official

b) Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract."

Does Vendor agree? YES ___ Initial of Authorized Company Official

c) DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Does Vendor agree? YES ___ Initial of Authorized Company Official

d) Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Vendor agree? YES ___ Initial of Authorized Company Official

e) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Vendor agree? YES ___ Initial of Authorized Company Official

f) Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract

Does Vendor agree? YES ___ Initial of Authorized Company Official

Proposer's signature below affirms that they are authorized to answer the questions in this section entitled, "Required Federal contract provisions of Federal Regulations for contracts for contracts with the City of Seabrook, Texas" for the proposing company.

Company Name: Interstate Restoration DBA First
Onsite Restoration

Print Name of authorized representative:
Sierra Bishop

Signature of authorized representative:


Date: 09 / 01 / 2021

CITY OF SEABROOK
RESOLUTION NO. 2011-14

**ADOPTION OF REVISIONS AND AMENDMENTS TO THE BYLAWS FOR
THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION**

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 the costs of “projects” authorized by Section 4B of Article 5190.6, V.T.C.S. as amended (now Chapters 501, 502, and 505, 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) was established to oversee the expenditures of these tax monies and bylaws were established for the operation of the EDC.

WHEREAS, the adopted bylaws provide for the amendment of such bylaws; and

WHEREAS, these bylaws have been amended in the past by Resolution; and

WHEREAS, the Board of Directors of the EDC has determined that it is in the best interest of the City of Seabrook to again amend these bylaws; and

WHEREAS, all required procedures have been followed to amend such bylaws and the amendments were approved unanimously by the Board of Directors at their meeting of September 8, 2011; and

WHEREAS, all amendments to the EDC bylaws must be approved by the Seabrook City Council;

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

THAT, the Bylaws of the Seabrook Economic Development Corporation are
hereby amended as shown in Exhibit "A" and as recommended by the Board of Directors
of the Seabrook Economic Development Corporation.

PASSED, APPROVED, AND RESOLVED this 20th day of September, 2011.

CITY OF SEABROOK

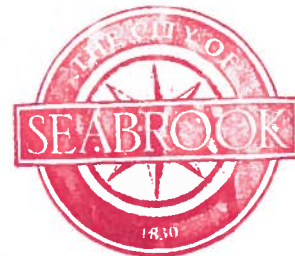


Glenn R. Royal, Mayor
Mayor

ATTEST:



Michele L. Glaser, TRMC
City Secretary



**BYLAWS OF THE
SEABROOK ECONOMIC DEVELOPMENT CORPORATION**

**ARTICLE ONE
OFFICE AND AGENT**

Principal Office

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

**ARTICLE TWO
PURPOSE**

2.01 The Corporation is a non-profit corporation specifically governed by Section 4B of the Texas Development Corporation Act of 1979, Chapters 501-502, 505, Texas Local Government Code (hereinafter referred to the "Act.").

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

**ARTICLE THREE
MEMBERS**

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

ARTICLE FOUR

BOARD OF DIRECTORS

Management of the Corporation

4.01 The affairs of the Corporation shall be managed and controlled by its Board of Directors, and subject to the restrictions imposed by law, the Articles of Incorporation and these Bylaws, the Board shall exercise all of the powers of the Corporation.

Number, Qualifications, and Tenure of Directors

4.02 The number of directors shall be seven (7). Directors shall be appointed by the City Council for two year terms of office. A director may be removed by the City Council at any time without cause. Each director shall be a resident of the City of Seabrook. The Mayor and one additional member of the City Council of the City shall be two of the directors. The remaining directors shall be persons who are not employees or officers of the City, or members of the City Council of the City.

Vacancies

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

Ex Officio Representatives of the Board

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

General Duties of the Board

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

- a. The Board shall develop or cause to be developed, an overall economic development plan for the City, which shall include and set short term goals and long-term goals that the Board deems necessary to accomplish its purpose as stated in Section 2.01 hereof. Such plan shall require approval by the City Council of the City and may include the following elements:
 1. An economic development strategy to bolster the business climate throughout the City.
 2. Strategies to fully utilize the assets of the City which enhance economic development.
 3. Identification of strategies to coordinate public, private, and academic resources to develop and enhance business opportunities.
 4. Assurance of accountability of all tax monies expended by the Corporation for implementation of the overall economic development plan.
 5. Identification and implementation of strategies for economic development.
 6. An annual work plan outlining the anticipated activities, tasks, projects, and programs to be undertaken by the Board during the upcoming fiscal year. The annual work plan shall be submitted with the Corporation's annual budget, as outlined in Section 7.02 of these Bylaws.

- 88 b. The Board shall review the overall economic development plan at least once each year
89 to ensure that said plan is up-to-date with the current economic climate.
90
- 91 c. The Board shall expend, in accordance with State law, any tax funds received by it on
92 economic development as allowed by law, to:
93
- 94 1. Pay the costs of projects found by the Board to be required or suitable for use
95 for professional and amateur (including children's) sports, athletic,
96 entertainment, tourist, convention, and public park purposes and events,
97 including stadiums, ball parks, auditoriums, amphitheaters, concert halls,
98 learning centers, parks and park facilities, and related space improvements,
99 museums, exhibition facilities, and related store, restaurant, concession, and
100 automobile parking facilities, related area transportation facilities, and related
101 roads, streets, and water and sewer facilities, and other related improvement
102 that enhance any of those items; or
103
- 104 2. Pay the principal of, interest on, and other costs relating to bonds or other
105 obligations issued by the Corporation to pay the costs of the projects or to
106 refund bonds or other obligations issued to pay the costs of such projects.
107
- 108 d. The Board may contract with the City of Seabrook, or with another entity, for
109 administrative services. The Board may plan and direct its work through a designated
110 employee of the City of Seabrook, or other contractual entity, who will be charged
111 with the responsibility of carrying out the Corporation's plan and program as adopted
112 by the Board.
113
- 114 e. The Board shall make a detailed annual report to the City Council once each year no
115 later than February 1. Such report shall include, but not be limited to, the following:
116

- (a) A review of all expenditures made by the Board in connection with their activities involving direct economic development as defined in this Section together with a report of all other expenditures made by the Board.
- (b) A review of the accomplishments of the Board in the area of direct economic development.
- (c) The policies and strategy followed by the Board in relation to direct economic development, together with any new or proposed changes in said policies and strategy.
- (d) The activities of the Board for the budget year addressed in said annual report, together with any proposed change in said activity or activities as they relate to direct economic development.
- (e) A review of the activities of the Board in areas of endeavors other than direct economic development, together with any proposed changes in such activities.
- (f) An annual report for consideration for review and acceptance by the City Council.

- 2. The Board shall be accountable to the City Council for all activities undertaken by them or on their behalf, and shall report on all activities of the Board, whether discharged directly by the Board or by any person, firm, corporation, agency, association or other entity on behalf of the Board. A mid-year report, covering the period October 1 to March 31, shall be made by the Board to the City Council. This semi-annual report shall be made no later than June 1. Such report shall include, but not be limited to the following:

- 147
- 148 (a) Accomplishments to date as compared with the overall plan or strategy
- 149 for direct economic development.
- 150
- 151 (b) Anticipated short-term challenges during the next six-month reporting
- 152 period, together with recommendations to meet short-term challenges.
- 153
- 154 (c) Long-term issues to be addressed over the succeeding twelve-month
- 155 period or longer period of time, together with recommendations to meet
- 156 such issues with emphasis to be placed on direct economic
- 157 development.
- 158
- 159 (d) A recap of all budgeted expenditures for the first six (6) months of the
- 160 fiscal year, together with a recap of unused budgeted funds and any
- 161 commitment made on said unused funds.
- 162

163 **Implied Duties**

164

165 4.06 The Corporation is authorized to do that which the Board deems desirable to accomplish any

166 of the purposes or duties set out in Sections 2.01 and 4.05 of these Bylaws and in accordance with

167 State law.

168

169 **Meetings**

170

171 4.07 The Board shall hold regular meetings, generally, once a month. The President may call

172 special meetings when, in his judgment, such meetings are necessary. All meetings of the Corporation

173 shall be held at City Hall or another facility within the city. If there is no business to discuss, the

174 President shall notify the Directors. All meetings of the Board shall provide notice and be conducted

175 as provided for and in accordance with the requirements of the Texas Open Meetings Act, Texas

176 Government Code Chapter 551, as amended.

177
178 4.08 No meetings of the Board of Directors shall be held outside the boundaries of the City.
179

180 **Attendance**
181

182 4.09 Regular attendance at the Board meetings is required of each Director. The following number
183 of absences may constitute the need for replacement of a Director: three (3) consecutive absences or
184 attendance reflecting unexcused absences constituting fifty percent (50%) of the regularly scheduled
185 meetings over any twelve (12) month period. In the event replacement for unexcused absences is
186 indicated, the Director will be counseled by the President and, subsequently, the President shall
187 submit, in writing to the City Secretary, to be forwarded to the City Council, a request to consider
188 replacing the Director in question.
189

190 **Quorum**
191

192 4.10 For the purposes of convening a meeting and transacting the business of the Corporation at
193 any meeting, a majority of the appointed members of the Board shall constitute a quorum. If there is
194 an insufficient number of Directors present to convene a meeting and transact business, the presiding
195 officer shall cancel such meeting.
196

197 **Compensation**

198 4.11 The duly appointed Directors shall serve without compensation, but shall be reimbursed as
199 allowed by State law and approved by the Board, for actual or commensurate costs of travel, lodging,
200 and/or incidental expenses incurred while performing official business of the Board.
201

202 **Voting; Action of the Board of Directors**
203

204 4.12 Directors must be present in order to vote at any meeting. Unless otherwise provided in these
205 Bylaws, the Corporation's Articles of Incorporation, or State law, the act of a simple majority of the
206 Directors present at any meeting is sufficient to constitute action of the Board and authorize the

President of the Board to take further action. For any vote or item presented for action to the Board, for which a Director is aware of a conflict of interest or potential conflict of interest, with regard to any particular vote, the Director shall bring the same to the attention of the Board, file any affidavit required to be filed by state law, and shall abstain from discussion and voting. Any Director may bring any apparent conflict of interest to the attention of the Board before any vote shall be taken regarding that particular matter.

Board's Relationship with City Council

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

Administration of Economic Development Programs

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

4.15 The Corporation and the City may agree in writing for the provision of required administrative services necessary for the operation of the Corporation, whether in addition to or in place of any Corporation employees. Such services shall be reimbursed to the City by the Corporation at actual cost. Any request for services made to the administrative departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance when he finds such requested services are available within the administrative departments of the City, and that the Board has agreed to reimburse the administrative department's budget for the costs of the services provided.

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238
239 4.16 The Board is authorized to hire its own legal counsel and other professional consultants.
240

241 4.17 The Corporation may, with approval of the City Council, contract with any qualified and
242 appropriate person, association, Corporation, or governmental entity to perform and discharge
243 designated tasks which will aid or assist the Board in the performance of its duties. However, no
244 such contract shall ever be approved or entered into which seeks or attempts to divest the Board of
245 Directors of its discretion and policy-making functions in discharging the duties hereinabove set
246 forth.

247 **ARTICLE FIVE**

248 **OFFICERS**

249 **Officers of the Corporation**
250

251 5.01 The elected officers of the Corporation shall be President, Vice-President, Secretary, and
252 Treasurer. The Board may resolve to elect one or more Assistant Secretaries or one or more Assistant
253 Treasurers as it may consider desirable. Such officers shall have the authority and perform the duties
254 of their office as the Board may from time to time prescribe or as the Secretary or Treasurer may
255 from time to time delegate to his or her respective Assistant. No Director shall hold more than one
256 office at any time.

257 **Selection of Officers**
258

259 5.02 The officers shall be elected by the Board and shall serve for a term of one (1) year. The term
260 of office of each officer shall always be for a period of one (1) year; provided, however, each officer
261 shall continue to serve until the election of his or her successor unless such Director has been
262 replaced. Elections shall be held at the annual meeting of the Board.
263

264 **Vacancies**
265

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

President

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

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

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

Vice President

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

Secretary

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

Treasurer

5.07 The Treasurer shall cause to be kept, at the Corporation's registered office, a record of all receipts and expenditures of the funds of the Corporation. The Treasurer shall, in general, perform all the duties incident to that office and such other duties as may be assigned to him/her from time to time by the President of the Board.

Assistant Secretaries and Assistant Treasurers

5.08 The Assistant Secretaries and Assistant Treasurers, shall perform such duties as may be assigned to him/her by the President or the Board.

ARTICLE SIX

COMMITTEES

Standing Committees

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

Special Committees

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

Limitation on Committee Authority

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

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

Term of Office of Committee Members

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

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

Vacancies on Committees

6.07 Vacancies in the membership of any committee may be filled in the same manner as provided with regard to the original appointments to such committee.

ARTICLE SEVEN

FINANCIAL ADMINISTRATION

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

Fiscal Year

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

Budget

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

Contracts

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

appropriate resolution of the Board authorizes the same to be performed, subject to approval by City Council.

Checks and Drafts

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

Deposits

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

Gifts

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

Purchasing

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

Investments

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

Bonds

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

Uncommitted Funds

7.10 Any funds of the Corporation that are uncommitted at the end of the fiscal year shall be considered a part of the Fund Balance of the Corporation. The undesignated Fund Balance may be designated for any legal purpose, provided both the Corporation's Board of Directors and the City Council approve such commitment.

Monthly Reports

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

Annual Audit; Bonding Requirements for Third Party Audits

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

Corporation, shall provide to the Board of Directors an annual audited financial statement of all funds.

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

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

ARTICLE EIGHT

BOOKS AND RECORDS

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

ARTICLE NINE

SEAL

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

ARTICLE TEN

AMENDMENTS TO BYLAWS

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

10.02 Notwithstanding the foregoing, no amendment or new Bylaw shall become effective until approved by the City Council.

ARTICLE ELEVEN

DISSOLUTION

11.01 Dissolution of the Corporation may be effected as provided for in the Development Corporation Act of 1979.

ARTICLE TWELVE

INDEMNITY

12.01 The Corporation hereby agrees to indemnify and hold harmless each current or former Director or Officer of the Corporation from and against any costs, expenses (including attorney's fees), fines, settlements, judgments, liabilities, and other amounts, actually and reasonably incurred

by such person in any action, suit, or proceeding to which he or she is made a party by reason of holding such position; provided, however, such Officer or Director shall not receive such indemnification if he/she is finally adjudicated to be liable for negligence or misconduct with respect to the matter for which indemnity is sought. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation or, or preparation for, threatened or proposed litigation. The Board of Directors may, in proper case, extend this indemnification to cover the good faith settlement of any such action, suit, or proceedings, whether formally instituted or not.

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

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

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

ARTICLE THIRTEEN
MISCELLANEOUS

Relation to Articles of Incorporation

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

CERTIFICATE

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

Adopted as amended, by an affirmative vote of the Board of Directors, as reflected in the minutes of this meeting, on the 8th day of September, 2011.


Ernie Davis, President

ATTEST:


Natalie Picha, Secretary



Agenda Briefing

Date of Meeting: September 3, 2024

Responsible Department: City Secretary's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

City Manager report to City Council on various items that require no action, including Port Houston updates, Post Hurricane Beryl Recovery efforts, Seabrook Boards and Commissions, Transportation Projects, and City of Seabrook CIP Projects.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

September 2024

September 2024							October 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 1	2	3 6:00pm Regular City Council Meeting (City Council Chambers)	4	5 5:00pm Open Space and Trails Committee Meeting (Public Works Facility)	6	7
8	9	10	11	12 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	13	14 8:00am Kids' Fish
15	16	17 6:00pm Regular City Council Meeting (City Council Chamber)	18	19 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	20	21
22	23	24	25	26	27	28
29	30	Oct 1	2	3	4	5

October 2024

October 2024							November 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	3	4	5	6	7	1	2
13	14	8	9	10	11	12	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 29	30	Oct 1 6:00pm Regular City Council Meeting (Council Chambers)	2	3 5:00pm Open Space and Trails Committee Meeting (Public Works Facility)	4	5
6	7	8	9	10 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	11	12 Celebration Seabrook
13	14	15 6:00pm Regular City Council Meeting (City Council Chamber)	16	17 10:00am Harvest Moon Regatta 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	18	19
20 Harvest Moon Regatta	21	22	23	24	25	26
27	28	29	30	31	Nov 1	2