SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, OCTOBER 1, 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, OCTOBER 1, 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 issue a Proclamation declaring the month of October, 2024 as Domestic Violence Awareness Month.

3. CONSENT AGENDA

3.1 Approve the minutes of the September 17,2024 and September 24,2024 City Council Meetings.

4. NEW BUSINESS

4.1 Consider and take all appropriate action on the approval of a coop; Sourcewell

Contract # 081721-CXT, with CXT in the amount of $192,347.00 for purchase, delivery and installation of Denali 10'3" x 17'2" two single user fully accessible flush restrooms as part of the American Rescue Plan Act (ARPA) Funds allocations and approve and authorize the City Manager to execute all associated documents. *Brian Craig, City Engineer*

4.2 Consider and take all appropriate action on the aesthetics and landscaping for the Highway 146 expansion. *Joe Machol, At-Large Position 6*

4.3 Consider and take all appropriate action on the renewal of a five (5) year contract between the City of Seabrook and PS Lightwave, with TIPS Purchasing Cooperative, for internet and Ethernet services in an amount of $57,078.00 for the term of the agreement and authorize the City Manager to execute agreement and all associated documents. *Jimmy Kinateder, Director of IT*

4.4 Consider and take all appropriate action on a Joint Participation Interlocal Agreement between the City of Seabrook and Harris County in a City Funding Share of $500,000.00 towards the total estimated cost of $1,000,000.00 for the services of study, design and cost estimate construction costs for the reconstruction of North Meyer as part of the award of the 2024 Harris County Precinct 2 Partnership Grant and authorize the City Manager to sign the agreement. *Kevin Padgett, Public Works Director*

4.5 Consider and take all appropriate action on Resolution 2024-22, Incentive Agreement for Miramar Shopping Center Parking Lot Improvements, with Miramar Beltline GP, LLC as approved by the Seabrook Economic Development Corporation on September 12, 2024, in accordance with the previously posted Business Incentive Program project. *Gayle Cook, City Manager*

5. DISCUSSION

5.1 Discussion regarding a complaint that was sent to the City against Council Member Joe Machol from a resident and appropriate process for addressing. *Joe Machol, At-Large Position 6*

5.2 Hear a report on the previously approved item on October 4, 2022: License and Indemnity Agreement between the City of Seabrook and Seabrook American Flag Initiative (SAFI). *Joe Machol, At-Large Position 6, Buddy Hammann, Mayor Pro Tem, At-Large Position 5*

6. ROUTINE BUSINESS

6.1 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, SH 146 Recap and City of Seabrook CIP Projects.

6.2 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, September 27, 2024, no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC

THE CITY OF SEABROOK TEXAS

Proclamation

Whereas, Domestic Violence Awareness Month is intended to draw attention to the fact that domestic violence is widespread and has public health implications for every community member; and

Whereas, domestic violence impacts our community as seen by statistics indicating that one in three women and one in four men have experienced violence by an intimate partner; and

Whereas, the impact of domestic violence is wide-ranging, directly affecting women, men, and children, and society as a whole; and

Whereas, we must work together to educate our community about what can be done to prevent domestic violence and how to support survivors; and

Whereas, staff and volunteers of anti-violence programs in Seabrook, Texas encourage every person to speak out when witnessing acts of violence however small; and

Whereas, with leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing domestic violence in Seabrook, Texas through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions.

NOW THEREFORE, in recognition of the important work done by domestic violence programs, I, Thom Kolupski, Mayor of Seabrook, Texas, do hereby proclaim the month of October, 2024 as Domestic Violence Awareness Month and urge all citizens to actively participate in the scheduled activities and programs sponsored by Bay Area Turning Point to work toward the elimination of domestic violence.

Domestic Violence Awareness Month

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 1st day of October, 2024.

City of Seabrook

Thom G. Kolupski

Thom Kolupski, Mayor

MEETING MINUTES
SEPTEMBER 17, 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, Rob Hefner, Tom Tollett, Michael Giangrosso, Joe Machol. Also in attendance were: City Manager Gayle Cook and City Secretary Rachel Lewis. Pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

Angela Cervantes	2534 Loganberry, Seabrook	Opposition of City Manager Decisions
Kelly Stewart	2510 Hollybrook, Seabrook	Opposition of Recall Tally Accused Council & Staff for Barge 295 noise citation
Susan Hefner	1910 Lori Ct, Seabrook	Opposition of Recall Petitioners

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

Councilmember Hefner made the following event announcements:
Seabrook Saltwater Derby on September 28, 2024
National Night Out on October 1, 2024
Coffee With a Cop on October 2, 2024
Pat Green at Barge 295 on October 11, 2024
Celebration Seabrook on October 12, 2024

1.2 City Secretary to make announcements presenting the insufficiency of the petitions filed on August 23, 2024, seeking to recall Mayor Thom Kolupski, Council Member Position 3 Tom Tollett, and Council Member Position 5 Buddy Hammann.

City Secretary, Rachel Lewis, announced the Certificate of Insufficiencies for the petitions submitted on August 23, 2024 for Mayor Thom Kolupski, Council Member Tom Tollett, and Council Member Buddy Hammann. **See attachment A.**

2. PRESENTATIONS

2.1 Presentation by Port Houston on thoroughfare plans into Bay Port.

Ryan Mariarcher, the Chief Port Operations Officer for the Port of Houston gave a presentation regarding thoroughfare plans. **See Attachment B.** He stated there was significant growth at their terminals. He stated there were concerns regarding the truck traffic, and they want to remove a single point of entry into the port. He presented a proposed plan. He answered questions from Council regarding the intersection of Red Bluff and 146 he said they were working with TxDOT regarding the enhancements already planned. He answered questions regarding the rail lines and he stated that project was in their capital projects, but there wasn't much demand for the use of rail lines, so there wasn't a plan to utilize those in the near future. Mr. Mariarcher informed Council that the Port would continue to keep the City informed of the plans as they developed.

2.2 Presentation of Bi-Annual Report from Seabrook Economic Development Corporation.

Economic Development Corporation Chair, Paul Dunphey gave the report. **See attachment C.**

Council asked about the need for an Economic Development Director. He stated there was not a need to pay a director $180,000 due to there being so few projects in a city the size of Seabrook. He stated he felt the City Manager taking on that responsibility was going very well. He also discussed new projects coming into the city including 10 plans for new restaurants. Council asked about the need to go to every business to see what businesses need and questionned regular reports to Council. Mr. Dunphey stated business have been assigned to each committee member and they were visiting business regularly. He also stated the reports were his responsibility, and if more were needed he would look at a remedy for this. He invited Council and the public to attend the Economic Development Corporation meetings to bring new ideas.

3. CONSENT AGENDA

3.1 Approve the minutes of the September 3, 2024 City Council Meeting.

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. BID AWARDS

4.1 Consider and take all appropriate action on a Bid Award for Request for Qualifications (RFQ) #2024-10 On-Call Professional Services and authorize the City Manager to execute 14 Professional Services Agreements (PSAs) to perform services on a task order basis for each of the following consultants, approved as to form by the City Attorney, to cover 13 disciplines of work, identified by disciplines, professional services and technical support services for Capital Improvement Projects (CIP) related services.

1. Terracon Consultants, Inc.
2. Ziegler Cooper Architects
3. Asakura Robinson Company
4. Clark Condon
5. Duplantis Design Group, PC
6. Amtech Solutions, Inc
7. Raba Kistner, Inc.
8. Brown Reynolds Watford
9. Kimley-Horn
10. Associated Testing Laboratories
11. TCH Inc
12. UES Professional Solutions 44
13. Pinnacle Consulting Management Group
14. CMT Technical Services

Finance Director Mike Gibbs presented the projects.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Hefner
Vote:	**Passed** unanimously by all present

5. NEW BUSINESS

5.1 Consider and take all appropriate action on the approval of coop TIPS contract #210 702 02 to construct the renovation of the Friendship Park restrooms in the amount of $58,457.11 as part of the American Rescue Plan Act (ARPA) funds allocations and authorize the City Manager to execute all associated documents and amend the FY 2024 CIP to reflect this project.

City Engineer Brian Craig presented the project.

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

5.2 Consider and take appropriate action based on City Council direction to City Staff regarding the engineered approach to the Carothers Coastal Gardens Grading and Drainage Project. Two individual presentations will be provided: (1) by the City Staff and (2) by the Open Space and Trails Committee.

City Engineer Brian Craig gave the staff report. **See attachment D.**

Open Space and Trails Committee Chair Monica Comauex gave the OST report recommending no grubbing be included. **See attachment E.**

Motion:	To direct City staff to finalize the RFP without the inclusion of full clearing and grubbing of the site and without off-site soil excavation, relocation, compaction, and grading, but to include these as add alternates.
Made By:	At-Large Position 2 Hefner
Seconded By:	At-Large Position 6 Machol
Vote:	**Passed** unanimously by all present

5.3 Consider and take all appropriate action on the first and final reading of Ordinance 2024-22, ending the Declaration of Disaster.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 1 Rasco
Vote:	**Passed** unanimously by all present

5.4 Consider and take all appropriate action on Resolution 2024-20 for acceptance of the Hazard Mitigation Grant Program Sub-Award DR-4485-0141 for the EOC/Police Department Generator.

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

5.5 Consider and take all appropriate action on Resolution 2024-21 for acceptance of the Hazard Mitigation Grant Program Sub-Award DR-4586-0078 for Sewer System Portable Generators.

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

5.6 Consider and take all appropriate action on the approval and renewal of an Agreement between the City of Seabrook and San Jacinto Community College District (SJCCD) for use of district facilities to stage personnel and equipment during declared disasters and authorize the City Manager to execute the agreement.

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

5.7 Consider and take all appropriate action on an approved recommendation from the Open Space and Trails Committee on planting live oak trees along Main Street during the Winter Tree Planting event.

Monica Comeaux, Chair of Open Space and Trails presented the recommendation to plant 15 live oak trees in that area. It was stated by OST Member Popken that more trees may be negotiated with Trees of Houston to be planted as well. Council requested the committee coordinate with the flag project for tree placement and Mr. Popken stated they could do so.

Motion:	To Approve
Made By:	At-Large Position 1 Rasco
Seconded By:	At-Large Position 6 Machol
Vote:	**Passed** unanimously by all present

5.8 Consider and take all appropriate action on a request from Yachty Gras for hotel occupancy tax (HOT) funds in the amount of $10,000 for fiscal year 2024-2025, including a schedule for releasing funds to the applicant if approved.

Shana Theem with Yachty Gras presented the request. She informed Council the were working more closely with the Seabrook hotels for the event and one of the hotel owners was present to attest they were.

Motion:	To Approve $10,000 HOT funds for Yachty Gras
Made By:	At-Large Position 1 Rasco
Seconded By:	At-Large Position 6 Machol
Vote:	**Passed** unanimously by all present

6. DISCUSSION

6.1 Discussion regarding the establishment of more definitive guidelines for awarding HOT funds.

Councilmember Hammann requested the establishment of guidelines for HOT funds. He said he compared events and there were not any matching criteria. He stated he would like to see greater patronage at other businesses including stores and restaurants. He requested input from others and a multistep approach.

7. ROUTINE BUSINESS

7.1 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, SH 146 Recap and City of Seabrook CIP Projects.

City Manager Gayle Cook gave the update. She had Public Works Director Kevin Padgett present the debris removal operation, stating the operation began 9 days after the hurricane landfall. He reported the debris was primarily vegetation, and 29,000 cubic yards were collected in the seven weeks the debris was collected. He also reported the status of the water main on main street.

Ms. Cook reported the cost was $600,000 and 25% would be paid out of the emergency fund and the rest would be submitted for recoup.

She said transportation projects were progressing with cleanup and painting.

She stated there was also progress with construction at the Red Bluff intersection.

She reported bids for the fire training and fire department would be presented soon.

7.2 Monthly Financial Report for August, 2024.

Finance Director Mike Gibbs presented the monthly financial report. **See attachment F.**

7.3 Establish future meeting dates and agenda items.

City Secretary Rachel Lewis informed Council there was a Special City Council meeting scheduled for September 24, 2024 at 6:00 pm and the next Regular City Council meeting would take place on October 1, 2024 at 6:00 pm.

8. EXECUTIVE SESSION

Mayor Kolupski moved the Executive Session up to take place before Item 6.1. He also called for an additional item for Executive Session to discuss the recall results with the City Attorney. He adjourned into Executive Session at 8:00 pm.

8.1 Section 551.071 Conduct a Closed Executive Session to consult with the City Attorney and Special Counsel for legal matters relating to 202218911; DHI Fund LP v. City of Seabrook, et al; in the 127th Judicial District Harris County, Texas. *George Vie III, PC*

9. OPEN SESSION

Mayor Kolupski reconvened the meeting into Open Session at 8:41 pm.

10. ADJOURN MEETING

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 9:20 pm.

APPROVED: ______________________________ DATE: ____________________

Thomas G. Kolupski
Mayor

ATTEST: ______________________________

Rachel Lewis, TRMC
City Secretary

MEETING MINUTES
SEPTEMBER 24, 2024

SEABROOK CITY COUNCIL
SPECIAL CRIME CONTROL & PREVENTION DISTRICT FOLLOWED BY CITY COUNCIL MEETING

Present were City Councilmembers Thom Kolupski, Buddy Hammann, Jackie Rasco, Rob Hefner, Tom Tollett, Michael Giangrosso. Also in attendance were: City Manager Gayle Cook and City Secretary Rachel Lewis. Pledges were conducted.

1. CRIME CONTROL AND PREVENTION DISTRICT MEETING

Councilmember Hefner opened the Crime Control and Prevention Meeting at 6:00 pm.

1.1 *PUBLIC COMMENTS AND ANNOUNCEMENTS - CCPD*

There were no citizen comments.

1.2 *PRESENTATIONS - CCPD*

Presentation and overview of the Seabrook Crime Control District and areas of focus for the special fund.

Chief Rolf Nelson presented the budget overview.

1.3 *PUBLIC HEARING - CCPD*

Hold a Public Hearing on the Proposed FY 2024-2025 Budget for the Seabrook Crime Control and Prevention District

There were no citizen comments. Councilmember Hefner closed the Public Hearing at 6:02 pm.

1.4 *NEW BUSINESS - CCPD*

Consider and take all appropriate action on election and appointment of a President and Vice President of the Board of Directors of the Seabrook Crime Control and Prevention District for a term ending September, 2025. The current Officers are: Councilor Machol as President and Hefner as Vice President.

Council discussed the terms ending for both Joe Machol and Rob Hefner in May,2025. Council stated the current President and Vice President could continue to serve, and the new Council could revisit after the May election to establish different officers for CCPD.

Motion:	To keep Joe Machol as President and Rob Hefner as Vice President
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	**Passed** unanimously by all present

1.5 **Consider and take all appropriate action on the approval of the Crime Control District Minutes of September 19, 2023.**

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

1.6 Consider and take all appropriate action on the first and final reading of Ordinance 2024-21, "Seabrook Crime Control and Prevention District (CCPD) Budget Ordinance FY 2024-2025"

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

2. CRIME CONTROL AND PREVENTION DISTRICT MEETING WILL ADJOURN

The Crime Control and Prevention District Meeting was adjourned and Mayor Kolupski opened the City Council meeting at 6:06 pm.

3. PUBLIC COMMENTS AND ANNOUNCEMENTS

There were no citizen comments.

4. SPECIFIC PUBLIC HEARING

4.1 Hold a Public Hearing on the proposed FY 2024-2025 Budget for the Crime Control and Prevention District

There were no citizen comments.

4.2 Hold a Public Hearing on the proposed FY 2024-2025 Budget for the Seabrook Economic Development Corporation

There were no citizen comments.

4.3 Hold a Public Hearing on the proposed FY 2024-2025 Budgets for the Seabrook General, Enterprise and Special Funds.

There were no citizen comments.

4.4 Hold a Public Hearing to present the 2024 Property Tax Rate used for the FY2025 Annual Budget

There were no citizen comments.

Mayor Kolupski closed the Public Hearings at 6:08 pm.

5. NEW BUSINESS

5.1 Consider and take all appropriate action on first and final reading of Ordinance 2024-21, "Seabrook Crime Control and Prevention District Budget for FY2025".

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Hefner
Vote:	**Passed** unanimously by all present

5.2 Consider and take all appropriate action on first and final reading of Ordinance 2024-20, "Seabrook Economic Development Corporation Budget for FY2025"

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

5.3 Consider and take all appropriate action on first and final reading Ordinance 2024-19, "City of Seabrook General, Enterprise, and Special Funds to include the Capital Improvement Program (CIP) for FY2025".

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

5.4 Consider and take all appropriate action on first and final reading of proposed Ordinance 2024-24 "Tax Ordinance", levying the ad valorem property tax of the City of Seabrook on all taxable property within the corporate limits of the city on January 1, 2024, and adopting a tax rate of $0.455156 per $100 of valuation for 2024; providing revenues for payment of current municipal maintenance and operating expenses and for payment of interest and principal on outstanding debt.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	**Passed** via a Roll Call vote with the following Councilmembers votin Thom Kolupski, Jackie Rasco, Rob Hefner, Buddy Hammann, Tom T and Michael Giangrosso.

5.5 Consider and take all appropriate action on first and final reading of Resolution 2024-19, Investment Policy.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Hefner
Vote:	**Passed** via a Roll Call vote with the following Councilmembers votin Thom Kolupski, Jackie Rasco, Rob Hefner, Buddy Hammann, Tom T and Michael Giangrosso.

Motion:	To Adjourn
Made By:	At-Large Position 1 Rasco
Seconded By:	At-Large Position 4 Giangrosso
Vote:	**Passed** unanimously by all present

The meeting was adjourned at 6:14 pm.

APPROVED: ______________________________ DATE: ____________________

Thomas G. Kolupski
Mayor

____

Rob Hefner
CCPD Vice President

ATTEST: ______________________________

Rachel Lewis, TRMC
City Secretary

SEABROOK

Agenda Briefing

Date of Meeting: October 1, 2024

Responsible Department: Public Works

Presenter: Brian Craig, City Engineer

Briefing Prepared By: Brian Craig

Strategic Focus Area:

General Information:
Consider and take all appropriate action on the approval of a coop; Sourcewell Contract # 081721-CXT, with CXT in the amount of $192,347.00 for purchase, delivery and installation of Denali 10'3" x 17'2" two single user fully accessible flush restrooms as part of the American Rescue Plan Act (ARPA) Funds allocations and approve and authorize the City Manager to execute all associated documents.

Executive Summary / Background:
ARPA (American Rescue Program Allocation) Funds remain and quality of life projects are viable to use the funds on. This is one of the projects brought to the Council's attention for funding.

Funding / Fiscal Information:

Supporting Materials Attached:
1. 2 stall rib metal split face wall Seabrook_WL RefugePk-Denali_SW_Ex A_RCV sign_REV 1_5.1.24
2. Brummerhop Park Location

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:
Approval of Sourcewell contract for restroom purchases, delivery and install.

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.

CXT®

Sourcewell Awarded Contract
Contract # 081721-CXT

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):
Remitting by check:
CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:
Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1077766885 ABA/Routing: 043000096
Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at http://www.cxtinc.com.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

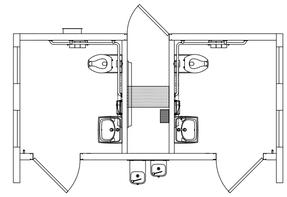
8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

DENALI — 10' 3" x 17' 2"

Denali with chase has two single user fully accessible flush restrooms. Standard features include simulated board and batt upper and Napa Valley rock lower textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.



CXT
800.696.5766
cxtinc.com

*Base Price $ 86,553.00

Optional Sections

Restroom* $86,553 Qty: = $0	Shower* $100,305 Qty: = $0
Family Assist Shower/Restroom Combo* $97,020 Qty: = $0	Multipurpose Room $82,764 Qty: = $0
Concession* $95,922 Qty: = $0	

**Includes 4-gallon water heater.*

Total for Optional Sections $ 0.00

Added Cost Options

Added Cost Options	Qty	Price per unit	Click to select	
Final Connection to Utilities (per section)		$ 5,000.00	☑	5,000.00
Custom Wall Texture (per section)		7,000.00	☑	7,000.00
Optional Roof Texture (per section) ☑ Ribbed Metal		$ 5,500.00		5,500.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 2	$ 1,750.00	☑	3,500.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,500.00	☑	3,000.00
Electric Hand Dryer (each)	Qty:	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty:	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty:	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty:	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty:	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty:	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty:	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty:	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors, frames and front window frames)* (per section)		$ 2,350.00	☑	2,350.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☑	5,600.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty:	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty:	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty:	$ 1,200.00	☐	0.00
Total for Added Cost Options:				$ 31,950.00
Custom Options: Install Surcharge (7,250), 2024 Price Adj(5,277), Site work (see Ex A herein) ($49,167)				$ 61,694.00
Engineering and State Fees:				$ 4,200.00
Estimated One-Way Transportation Costs to Site (quote):				$ 7,950.00
Estimated Tax:				$
Total Cost per Unit Placed at Job Site:				$ 192,347.00

Disclaimer: Please call to confirm selected sections are compatible.

Estimated monthly payment on 5 year lease ***$3,866.17***

Sourcewell Awarded Contract
Contract # 081721-CXT

This price quote is good for 60 days from date below, and is accurate and complete.

Robert C. Veals, Jr. Digitally signed by Robert C. Veals, Jr. Date: 2024.05.01 11:03:55 -07'00'

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name

Company Representative Date

OPTIONS

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

___	Amber Rose	___	Berry Mauve	W	Buckskin	___	Cappuccino Cream
___	Charcoal Grey	___	Coca Milk	___	Evergreen	___	Georgia Brick
___	Golden Beige	___	Granite Rock	R	Hunter Green	___	Java Brown
___	Liberty Tan	___	Malibu Taupe	___	Mocha Caramel	___	Natural Honey
___	Nuss Brown	___	Oatmeal Buff	___	Pueblo Gold	___	Raven Black
___	Rich Earth	___	Rosewood	___	Sage Green	___	Salsa Red
___	Sand Beige	___	Sun Bronze	___	Toasted Almond	___	Western Wheat

Special roof color # ______________ Special wall color # ______________

Special trim color # ______________

Stone Color *(Mark option with an X.) *If option is not available, verify stone option is selected on previous page.*

___ Basalt* ___ Mountain Blend* ___ Natural Grey* ___ Romana*

Roof Texture **If option is not available, verify roof texture option is selected on previous page.*

x Ribbed Metal*

Wall Texture(s) *(For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)*
**If option is not available, verify wall texture option is selected on previous page.*

x Split Face Block* ___ Horizontal Lap* ___ Board & Batt* ___ Stucco*#

___ Brick*# ___ Distressed Wood*#

Stone Wall Texture *(bottom texture only) *If option is not available, verify stone option is selected on previous page.*

___ Napa Valley*# ___ River Rock*# ___ Flagstone*# ___ Stacked Rock*#

#Textures not included in CXT's quote are additional cost.

Door Opener

☐ Non-locking ADA Handle ☑ Privacy ADA Latch ☐ Pull Handle/Push Plate

Deadbolt ☑

Accessible Signage

☑ Men ☑ Women ☐ Unisex

Toilet Paper Holder

☐ 2-Roll Stainless Steel ☑ 3-Roll Stainless Steel

Notes:

EXHIBIT A

Quote: 5/1/24—CXT/Reuller
Job Name: Seabrook, TX__Denali

Scope:

- Construct **maximum 6”** gravel based pad to CXT spec for Denali Flush building.
- Includes plumbing and electrical utilities in gravel pad to CXT spec.
- Elevation benchmark must be marked on site prior to construction.
- Gravel based pad constructed on current natural grade.
- Does not include any subgrade preparation.
- Includes utilities run out to 5’ from pad.
- Utilities schedule 40 PVC for sewer and copper for water to CXT spec.
- Full install must be ordered.
- Does not include connecting main utilities to pad utilities.
- Includes 1 mobilization and demobilization.
- Change orders must be approved with 24 hours if necessary.
- Owner must have site ready prior to construction.
- CXT not responsible for incidental damage to surrounding landscape.

Site Work Quote--$49,167.

Notes:

- Price does not include the following customer responsibilities.
- Owner responsible for survey.
- Owner responsible for geotechnical services.
- Owner responsible for all locates for building.
- Owner responsible for any and all permits.
- Does not include any retaining walls.
- Does not include any provisions for archeological occurrence.
- Main utilities to building must be marked and clearly identified.
- Main utilities must meet CXT specifications for CXT Flush building.
- Change orders must be approved within 24 business hours.

3808 N. Sullivan Road, Building #7
Spokane, WA 99216
Phone: 509.921.8766 • Fax: 509.928.8270
Toll Free: 800.663.5789
Email: info@cxtinc.com • www.cxtinc.com

BRUMMERHOP PARK

SEABROOK

Agenda Briefing

Date of Meeting: October 1, 2024

Responsible Department: City Secretary's Office

Presenter: Joe Machol, At-Large Position 6

Briefing Prepared By:

Strategic Focus Area:

General Information:
Consider and take all appropriate action on the aesthetics and landscaping for the Highway 146 expansion.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Agenda Briefing

Date of Meeting: October 1, 2024

Responsible Department: Information Technology

Presenter: Jimmy Kinateder, Director of IT

Briefing Prepared By: Gayle Cook

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the renewal of a five (5) year contract between the City of Seabrook and PS Lightwave, with TIPS Purchasing Cooperative, for internet and Ethernet services in an amount of $57,078.00 for the term of the agreement and authorize the City Manager to execute agreement and all associated documents.

Executive Summary / Background:

The purpose of this item is to present the option of renewing the City's service agreement with PS Lightwave for a term of five years, ensuring continued reliable fiber optic services for internet and point-to-point Ethernet at competitive rates.

PS Lightwave has provided internet and Ethernet services to the City of Seabrook under contract PLW-15734. The current services include a 20 Mbps Ethernet Point-to-Point (EPL) circuit and 500 Mbps Dedicated Internet access. The attached renewal proposal from PS Lightwave, with a 5-year option, maintains these services under the same contract terms and continues to utilize the TIPS Cooperative Purchasing Contract.

- **Term**: 5 years
- **Services**:
  - Ethernet Point-to-Point (20 Mbps) between City locations.
  - Dedicated Internet access (500 Mbps symmetrical).
  -
- **Monthly Recurring Cost**: $951.30 (includes estimated right-of-way, federal cost recovery, and regulatory recovery fees).
- **Non-Recurring Cost**: $0.00
- **Contract Reference**: PLW-15734

Funding / Fiscal Information:

Supporting Materials Attached:

1. PS Lightwave quote 24325_2 renewal option on a five year term for City of Seabrook 09112024

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.

PURE SPEED LIGHTWAVE
5959 Corporate Dr. - Suite 3300
Houston, TX 77036
Phone: 832-615-8000 Fax: 713.510.1650

QUOTE

Quote Prepared: 09/11/2024
Quote Expires: 10/11/2024

To: James Kinateder
jimmyk@seabrooktx.gov
City of Seabrook
1700 First St
SEABROOK, TX 77586
281 2915737

Sales Executive	Quote ID	Quote Description
David Caddle 832-615-7721 dcaddle@pslightwave.com	QT-24325/2	Renewal for contract PLW-15734

QTY	TERM	ITEM DESCRIPTION	ALOC/ZLOC	NON-RECURRING COST*	MONTHLY RECURRING COST*
1.00	5 Years	Ethernet Point-to-Point 20 Mbps	1700 1st St. 555 W Walker St	$0.00	$206.00
1.00	5 Years	Dedicated Internet 500 Mbps/500 Mbps	1700 1st St.	$0.00	$722.00
1.00	5 Years	Estimated - Right of Way Fees	1700 1st St.	$0.00	$8.67
1.00	5 Years	Estimated - Federal Cost Recovery Fee	1700 1st St.	$0.00	$4.82
1.00	5 Years	Estimated - Regulatory Recovery Fee	1700 1st St.	$0.00	$9.81
*Pricing is subject to applicable taxes & fees.				TOTAL NRC	$ .00
				TOTAL MRC	$951.30

Special Instructions:

5 Year pricing option - Renewal for contract PLW-15734

20Mb EPL circuit - CID 2252

500Mb IP - CID 1039

TIPS Cooperative Purchasing Contract - 220105 TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES

Please review, Service Level Agreement and Acceptable Use policy at www.pslightwave.com. This Quote (including pricing) shall remain in effect until the printed expiration date, the parties enter into a fully executed binding contract or PS Lightwave withdraws the quote, whichever occurs first.

SEABROOK

Agenda Briefing

Date of Meeting: October 1, 2024

Responsible Department: City Manager's Office

Presenter: Kevin Padgett, Public Works Director

Briefing Prepared By: Gayle Cook

Strategic Focus Area:

General Information:

Consider and take all appropriate action on a Joint Participation Interlocal Agreement between the City of Seabrook and Harris County in a City Funding Share of $500,000.00 towards the total estimated cost of $1,000,000.00 for the services of study, design and cost estimate construction costs for the reconstruction of North Meyer as part of the award of the 2024 Harris County Precinct 2 Partnership Grant and authorize the City Manager to sign the agreement.

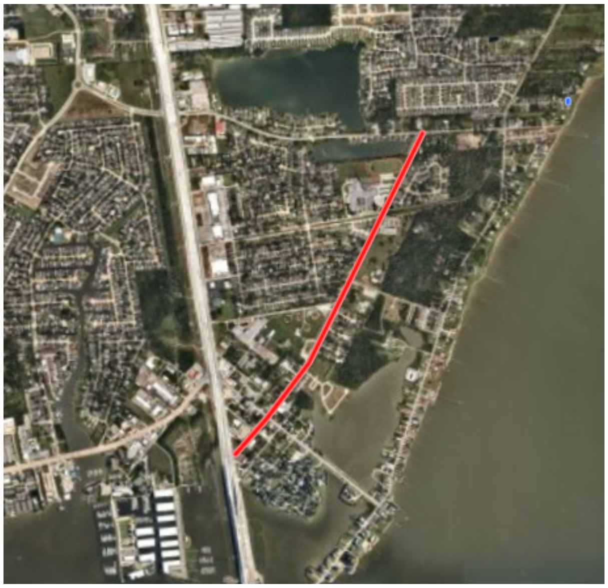
Executive Summary / Background:

The proposed interlocal agreement is to agree to partnership with Harris County on the award and scope of services for the North Meyer reconstruction design and cost estimate services. In March 2024, approval was made from City Council to apply for the Harris County Precinct 2 Partnership Grant 2024, for the reconstruction of North Meyer from the limits of East Meyer down to SH 146. Staff submitted a cost estimate for the grant of $4,000,000.00 and council authorized the resolution stating local funding match was available.

Harris County has awarded this project in phases.

This award would be for phase I, design and cost estimate.

The attached agreement will be for the first phase of the project to study, design and deliver a construction cost. The County would then consider the construction phase as a separate grant for another 50/50 partnership. The agreement states that this next phase is dependent upon county funding authorizations.



Funding / Fiscal Information:
City local funding - Certificates of Obligation 2024

Supporting Materials Attached:
1. 2024-08
2. Harris County- North Meyer Avenue study ILA

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.

CITY OF SEABROOK
RESOLUTION 2024-08
HARRIS COUNTY PRECINCT 2 2024 PARTNERSHIP PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE SUBMISSION OF APPLICATION TO 2024 HARRIS COUNTY PRECINCT 2 PARTNERSHIP PROJECTS PROGRAM

WHEREAS, the City of Seabrook with residents and visitors who are also constituents of Harris County Precinct 2; and

WHEREAS, both entities share the goal of improving the experiences of their shared constituents that live, work and play in the City of Seabrook and Harris County Precinct 2; and

WHEREAS, reconstruction of North Meyer Road is critical infrastructure that serves shared goals of the City of Seabrook and Harris County Precinct 2; and

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

Section 1. That the City of Seabrook commits to submitting a partnership application with Harris County Precinct 2 in the City of Seabrook and commits to $4,000,000.00 toward this project.

Section 2. That the City Manager or her designee is hereby authorized to execute all Agreements with Harris County Precinct 2, related to the North Meyer Road Reconstruction.

PASSED AND APPROVED this 5th day of March, 2024.

Thomas G Kolupski, Mayor

ATTEST:

Rachel Lewis, TRMC, City Secretary

APPROVED AS TO FORM:

David Olson, City Attorney

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement ("Agreement") is entered into by and between **Harris County** ("County") and the **City of Seabrook** ("City") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791.001, *et seq*. County and City may each be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, it is of mutual benefit to both Parties to study, design, and estimate construction costs for converting asphalt to concrete pavement and minor drainage improvements along North Meyer Avenue from State Highway 146 to East Meyer Avenue ("Project"), as generally illustrated on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the study and design of the Project; and

WHEREAS, both Parties agree that all funds used under this Agreement shall be from current fiscal funds.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. County's Responsibilities

(i) The County will provide or cause to be provided, engineering services and related support services necessary to prepare plans, specifications, and estimates ("PS&E") for the construction of the Project.

(ii) The County shall be responsible for obtaining all necessary permits and jurisdictional approvals for construction of the Project.

(iii) Upon execution of this Agreement, the County shall invoice the City for the City Funding Share for the Project in accordance with Section 2 of this Agreement.

(iv) Upon completion of the PS&E the County will submit the PS&E to the City for review and approval.

(v) Upon completion of the study of the Project, the County shall provide a statement of final accounting to the City detailing all costs incurred and identify amount(s) to be invoiced or refunded to the City.

B. City's Responsibilities

(i) City will review the PS&E provided by the County and provide its approval within ten (10) business days. Should the City desire to make changes to such PS&E, the Parties agree to meet and resolve all issues within ten (10) business days of the City's receipt of the PS&E in order to finalize an agreed upon PS&E for the Project. If the City does not provide a response on the PS&E provided by the County within ten (10) business days from its receipt of the PS&E, then the PS&E submitted to the City by the County will be deemed approved.

(ii) The City shall remit payment to the County for the City Funding Share for the Project in accordance with Section 2 of this Agreement.

Section 2. Funding of the Project

Notwithstanding any provision in this Agreement to the contrary, the following provisions will apply to all payments made under this Agreement:

A. The County agrees to provide $500,000.00 of the cost necessary for the study and design of the Project and the City agrees to provide $500,000.00 of the cost ("City Funding Share") necessary for the Project, as generally illustrated on Exhibit B attached hereto and incorporated herein by reference. Total anticipated study and design cost is $1,000,000.00.

B. The City agrees to provide payment of the City Funding Share to the County within fourteen (14) business days of receipt of the invoice.

C. Parties agree that any costs incurred through the duration of the project or other work to be performed under this Agreement in excess of the funding amount shall be funded by the City.

Section 3. Term and Termination

A. This Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of the study and design of the Project or the County's receipt of all payments due from the City under this Agreement, whichever occurs later ("Term").

B. This Agreement may be terminated by the County before award of the PS&E contract and at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Limitation of Appropriation

A. City understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County is not currently appropriating any funds for the Project. County may appropriate funds to complete the Project, but such funds shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified available by the Harris County Auditor.

B. City understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that failure of the Harris County Auditor to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

Section 5. Miscellaneous

A. Non-Assignability. The County and the City bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor the City shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party.

B. Notice. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in an envelope with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the City at the following addresses:

City: City of Seabrook
1100 Red Bluff
Seabrook, Texas 77586
Attention: Kevin Padgett
Email: kpadgett@seabrooktx.gov

County: Harris County Engineering Department
1111 Fannin Street, 11th Floor
Houston, Texas 77002
Attention: Interagency Agreement Coordinator

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

C. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. Neither the City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

D. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than the City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of the County with respect to any third party.

E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.

F. No Personal Liability; No Waiver of Immunity.

(1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

(2) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided for in the Texas Constitution and the laws of the State of Texas.

(3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

H. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

I. Contract Construction.

(1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

(2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

(3) When terms are used in the singular or plural, the meaning shall apply to both.

(4) When either the male or female gender is used, the meaning shall apply to both.

J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

K. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

O. Warranty. By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

[EXECUTION PAGE FOLLOWS]

HARRIS COUNTY

By:________________________________
Lina Hidalgo
County Judge

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

By:____________________________
Alexa Moores
Assistant County Attorney
CAO File No.: 24GEN2416

CITY OF SEABROOK

By:__________________________________
Kevin Padgett
Director of Public Works

ATTEST

By:_____________________________
Secretary

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the County of Houston, Texas, on _________________________, with all members present except _________________________.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF SEABROOK TO STUDY AND DESIGN IMPROVEMENTS ALONG NORTH MEYE AVENUE FROM STATE HIGHWAY 146 TO EAST MEYER AVENUE AND ALL RELATED APPURTENANCES IN HARRIS COUNTY PRECINCT 2

Commissioner _____________________ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____________________ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Interlocal Agreement between Harris County and City of Seabrook to study and design improvements along North Meyer Avenue from State Highway 145 to East Meyer Avenue and all related appurtenances in Harris County Precinct 2.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Agenda Briefing

Date of Meeting: October 1, 2024

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area:

General Information:
Consider and take all appropriate action on Resolution 2024-22, Incentive Agreement for Miramar Shopping Center Parking Lot Improvements, with Miramar Beltline GP, LLC as approved by the Seabrook Economic Development Corporation on September 12, 2024, in accordance with the previously posted Business Incentive Program project.

Executive Summary / Background:
On September 12, 2024, the Seabrook Economic Development Corporation heard a proposal and application request from the applicant for incentive funding for the parking lot improvements to the Seabrook Miramar Shopping Center. The request was made for $300,000.00 and changed from the application to presentation. Upon final cost estimates and explanation the board received presentation of the changes. The application was approved for $300,000.00 and the EDC Attorney was directed to compose an a performance agreement between the parties.

All agreements must be ratified before City Council and the presented agreement is the deliverable for this item.

Funding / Fiscal Information:

Supporting Materials Attached: None

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.

SEABROOK

Agenda Briefing

Date of Meeting: October 1, 2024

Responsible Department: City Secretary's Office

Presenter: Joe Machol, At-Large Position 6

Briefing Prepared By:

Strategic Focus Area:

General Information:
Discussion regarding a complaint that was sent to the City against Council Member Joe Machol from a resident and appropriate process for addressing.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

SEABROOK

Agenda Briefing

Date of Meeting: October 1, 2024

Responsible Department: City Secretary's Office

Presenter: Joe Machol, At-Large Position 6, Buddy Hammann, Mayor Pro Tem, At-Large Position 5

Briefing Prepared By:

Strategic Focus Area:

General Information:

Hear a report on the previously approved item on October 4, 2022: License and Indemnity Agreement between the City of Seabrook and Seabrook American Flag Initiative (SAFI).

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

SEABROOK

Agenda Briefing

Date of Meeting: October 1, 2024

Responsible Department: City Secretary's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:
City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, SH 146 Recap 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:

Agenda Briefing

Date of Meeting: October 1, 2024

Responsible Department: City Secretary's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:
Establish future meeting dates and agenda items.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation: