SEABROOK ECONOMIC DEVELOPMENT CORPORATION
NOTICE OF MEETING
THURSDAY, OCTOBER 17, 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 ECONOMIC DEVELOPMENT CORPORATION WILL MEET ON **THURSDAY, OCTOBER 17, 2024 AT 6:00 PM** AT **SEABROOK CITY HALL**, 1700 1ST STREET, SEABROOK, TEXAS**,** TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE ITEMS LISTED BELOW. **ALTHOUGH THIS IS NOT A SEABROOK CITY COUNCIL MEETING, MEMBERS OF THIS BODY MAY ATTEND AND A QUORUM OF THIS BODY MAY BE PRESENT.**

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time the Commission will 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. In accordance with the Open Meetings Act, Commission Members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please state your name and address clearly before making your comments. Thank you.

2. PRESENTATIONS

2.1 Presentation by Patrick Lindsey with MJones Seabrook Operating LLC, seeking an incentive to assist in restaurant improvements at 1818 NASA Parkway.

3. EXECUTIVE SESSION

3.1 Section 551.087

Conduct a closed executive session to discuss/deliberate potential financial incentive(s) and financial information received from a business prospect that the City/EDC seeks to have locate, stay, or expand for which the City is conducting economic development negotiations, as provided by Texas Government Code Section 551.087.

3.2 Section 551.072

Conduct a closed executive session to discuss/deliberate the purchase, exchange, lease, or value of real property, including nonmonetary attributes of property to be purchased, as deliberation in open meeting would have detrimental effect of position of the City /EDC in negotiations with third parties, all as provided for under Texas

Government Code Section 551.072.

4. OPEN SESSION

4.1 The EDC Board will reconvene in open session to allow for possible action on the agenda items listed above under “Executive Session”.

5. NEW BUSINESS

5.1 Consider and take all appropriate action on a business development incentive application filed by MJones Seabrook Operating LLC seeking an incentive to assist in restaurant improvements at 1818 Nasa Parkway, in an amount not to exceed $200,000.00

5.2 Consider and take all appropriate action on the adoption of the Seabrook EDC Business Anniversary Celebration Program as a new Business Retention and Expansion (BR&E) initiative, aligned with the 2024-2026 Strategic Plan, Goal 1: Support Existing Local Businesses and Industries.

6. OLD BUSINESS

6.1 Consider and take all appropriate action on an update to the agreement between the City of Seabrook and Seabrook Economic Development Corporation for the funding of aesthetic improvements to SH 146 Expansion corridor in the amount of $1,183,880.16 to Texas Department of Transportation (TXDot) and the close out process. *Gayle Cook, City Manager*

7. ROUTINE BUSINESS

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

7.2 EDC Financial Report

7.3 Approve minutes from the September 12, 2024, regular EDC meeting.

7.4 Establish future meeting dates and agenda items.

THE EDC BOARD RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE, AND VERNON'S TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN ONE OR MORE OF THE FOLLOWING SECTIONS: SECTION 551.071, CONSULTATION WITH ATTORNEY; SECTION 551.072, REAL PROPERTY; SECTION 551.073, DELIBERATION REGARDING A PROSPECTIVE GIFT; SECTION 551.074, PERSONNEL MATTERS; SECTION 551.076, SECURITY DEVICES; AND SECTION 551.087,

ECONOMIC DEVELOPMENT)THAT JUSTIFIES EXECUTIVE SESSION TREATMENT.

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

I certify that this notice was posted on the bulletin board on or before Monday, October 14, 2024 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Kiarra Bellow,
EDC Administrative Coordinator

Business Incentive Application

Applying for Seabrook business incentives starts with completing this application. Staff will complete an economic impact analysis based on information provided by the applicant.

Then, if the analysis is favorable, the project moves toward a board presentation and review. The application is the official record of the project that is submitted to the Economic Development Corporation (EDC) for review. The entire process can be completed within 45-60 days, depending on when the application is filed and public hearing requirements/posting.

All applicants are encouraged to review the current Seabrook Economic Development Corporation Incentive Policy before completing this application.

BUSINESS INFORMATION

Applicant First Name	Patrick
Applicant Last Name	Lindsey
This application is being completed for which of the following?	Existing Business (New to Seabrook)
Business Name:	MJ Seabrook Operating LLC
Business Type	LLC
Email Address:	[redacted]
Phone:	[redacted]
Website:	*Field not completed.*
Social Media:	*Field not completed.*
Are there any additional business partners?	No

Name and Contact Information for Financial Lender(s):	[redacted] TDECU [redacted]
Has this business/firm received business incentives from other government entities in the past?	No

LOCATION/SITE INFORMATION

CURRENT BUSINESS ADDRESS

Street Address	105 Abner Jackson Pkwy
City	Lake Jackson
State	TX
Zip	77566

NEW SEABROOK BUSINESS ADDRESS (IF APPLICABLE)

Street Address	1818 Nasa Rd 1
City	Seabrook
State	TX
Zip	77586
Location of Any Additional Sites in the Houston Metropolitan Area?	*Field not completed.*

Approximate Opening Date:	3/31/2025
Site Will Be:	Leased
Expected Number of Employees at Opening:	85

INCENTIVE REQUEST INFORMATION

Please refer to the SEDC Incentives Policy to review available incentives and additional program information.

IMPORTANT: DO NOT START CONSTRUCTION BEFORE APPLYING FOR INCENTIVES.

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

Which incentive program are you applying for?	Small Business Development
Total Value of Project:	$1,600,000
Total Incentive Requested:	$200,000

UPLOAD A DETAILED WORKSHEET ON THE PROJECT COSTS AS WELL AS AN OUTLINE OF THE EXPECTED USE OF THE INCENTIVE FUNDS FOR YOUR PROJECT IN THE NEXT SECTION.

REQUIRED DOCUMENTS

REQUIRED DOCUMENTS TO ACCOMPANY INCENTIVE APPLICATION

Applications will not be considered unless a completed application and the documents noted below are submitted.

- Sales and Use Tax Report (if applicable)
- Proof of Harris County Tax Payment
- Franchise Tax Certification of Account Status (if applicable)
- Articles of Incorporation from the Secretary of State
- Current Harris County appraisal district report on project site (if applicable)
- Budget for the project - including copies of estimates for work and other cost documentation associated with your project.
- Drawings, renderings, and photos of your project (not required to be drawn to scale for incentive consideration)

Sales and Use Tax Report	*Field not completed.*
Proof of Harris County Tax Payment	[redacted]
Franchise Tax Certification of Account Status	*Field not completed.*
Articles of Incorporation from the Secretary of State	[redacted]
Current Harris County Appraisal District Report on Project Site	*Field not completed.*
Budget for Project	[redacted]
Drawings, Renderings, Photos of Your Project	[redacted]

Business Anniversary Celebration Program

Purpose

The Seabrook EDC's Business Anniversary Celebration Program honors local businesses reaching key milestones. Through this program, businesses can partner with the EDC to host special events for anniversaries such as their 5th, 10th, or even 50th year in operation. These celebrations include support from the EDC, promotion through city channels, and opportunities to engage with the community. It's a way for the EDC to show appreciation for businesses that play an important role in Seabrook's economy and growth.

Eligibility

Business Location

The nominated business must be based within the Seabrook, TX city limits and have been in operation for at least one (1) year.

Milestone

The business must be celebrating a milestone anniversary (e.g., 1 year, 5 years, 10 years, etc.).

Good Standing

The business should be in good standing with the City of Seabrook and the Seabrook EDC.

Program Benefits

Official Recognition: Public recognition of the business by the Seabrook EDC during a special ceremony.

Community Involvement: An opportunity for the local community and other business leaders to celebrate the business's contributions.

Marketing Exposure: Event promotion through EDC and city social media, newsletters, and local news outlets.

Commemorative Certificate: Businesses receive a special certificate from the EDC to mark the milestone.

City Participation: Attendance by key city officials, board members, and local stakeholders to show the city's support.

Event Structure (Suggested)

1. **Initial Meeting**

   The business schedules a meeting with EDC staff to plan the event date, details, and location (either at the business site or another venue).

2. **Planning Support**

   EDC staff assist in coordinating the event, including logistics, invitations, and city resources.

3. **Day of the Event**

   - Welcome speech by a representative of the Seabrook EDC.
   - Special address by city officials and presentation of a certificate.
   - Business owner remarks (optional).
   - Networking opportunity and refreshments (provided by business)

Promotion & Marketing

- Event announcements will be featured in the Seabrook EDC newsletter, social media channels, and the city's website.
- Event photos and press releases will be shared with local media outlets.

Applications:

Businesses interested in participating in the Anniversary Celebration Program can complete the online application form on the Seabrook EDC website or contact the EDC office directly. Applications should be submitted at least six (6) weeks prior to anniversary date.

LEGEND

1. SHADE TREES
2. SHRUBS & GROUNDCOVER
3. NATIVE GRASS SEED
4. WALKWAY
5. DECORATIVE PAVING
6. DECORATIVE GRAVEL 1
7. DECORATIVE GRAVEL 2
8. DECORATIVE BOLLARDS
9. REFORESTATION
10. DETENTION
11. EXISTING LAWN

0 300 600

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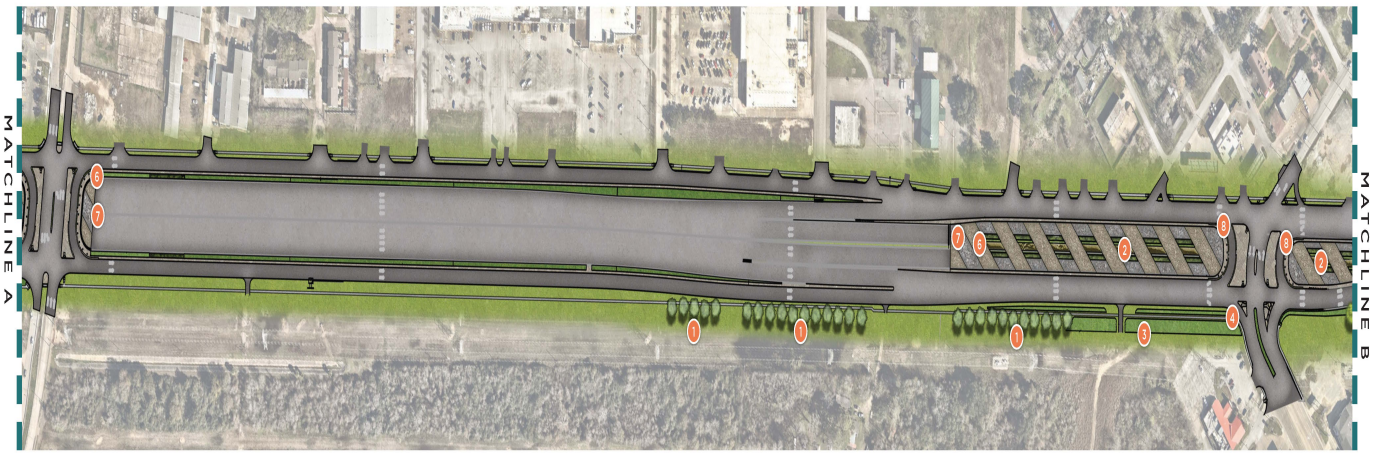

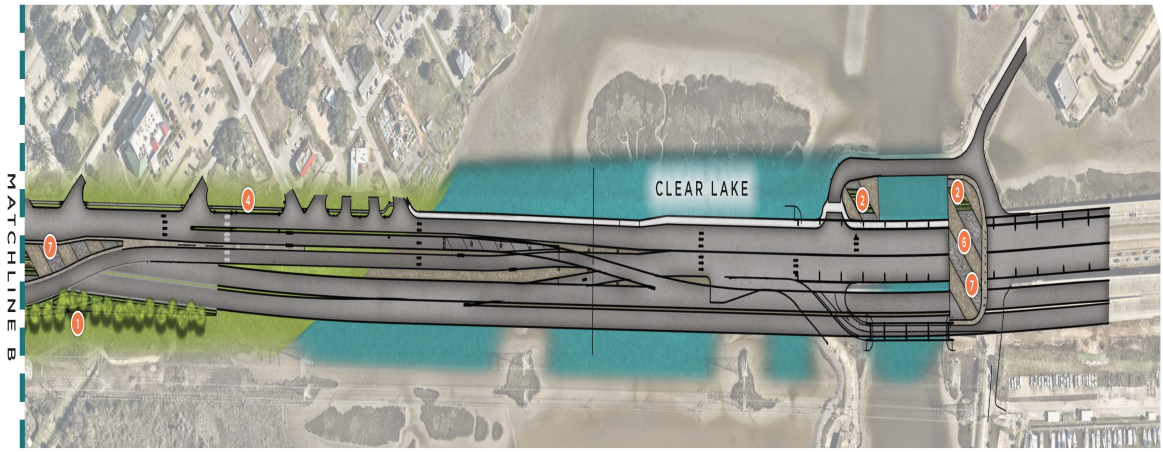

SH 146 AT NASA 1: STREET VIEW AT NASA 1 INTERSECTION

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125 East 11th Street • Austin, Texas 78701

Tabulation of Bids for Project C 389-5-133

Last Update: Friday, May 31, 2024

Bid Tabulations Dashboard

Use this interactive Tableau dashboard to display bidding information on projects let through statewide and local district letting for the past 24 months.

The Electronic State Business Daily (ESBD), the Electronic Bidding System, and the project proposal are the official sources of advertisement and bidding information for the State and Local Lettings. Bidders should bid the project using the information found therein, including any addenda. These sources take precedence over information from other sources, including TxDOT webpages, which are unofficial and intended for informational purposes only.

Text version of this page

County: HARRIS
Type: LANDSCAPE DEVELOPMENT
Time: 90 WORKING DAYS
Highway: SH 146
Length: 4.456
Limits:
From: RED BLUFF RD
To: HARRIS/GALVESTON COUNTY LINE

Let Date: 03/05/24
Seq No: 3029
Project ID: C 389-5-133
Contract #: 03243029
CCSJ: 0389-05-133
Check: $38,000
Misc Cost:

Estimate	$1,921,893.33	% Over/Under	Company
Bidder 1	$1,457,505.10	-24.16%	GREEN SAGE SERVICES LLC
Bidder 2	$1,799,000.00	-6.39%	APEX LANDSCAPE & IRRIGATION, LLC
Bidder 3	$2,057,328.95	+7.05%	TEXAS WALL & LANDSCAPE
Bidder 4	$2,803,707.03	+45.88%	YELLOWSTONE LANDSCAPE - CENTRAL, INC.

Item Code	Description	Unit	Quantity	Unit Est.	Bidder	Unit Bid
1106003	EXCAVATION (SPECIAL)	CY	824.000	65.00	1 2 3 4	35.000 24.000 55.000 80.906
1616008	EROSION CONTROL COMPOST (2")	SY	3,776.000	1.40	1 2 3 4	1.800 3.500 4.000 2.177
1616012	GENERAL USE COMPOST	CY	908.000	30.00	1 2 3 4	28.000 33.000 56.000 39.158
1626002	BLOCK SODDING	SY	10,486.000	6.50	1 2 3 4	4.500 6.000 6.000 9.325
1626003	STRAW OR HAY MULCH	SY	36,820.000	4.00	1 2 3 4	0.300 0.400 0.280 0.724
1646052	BROADCAST SEED (PERM) (SPECIAL MIX)	SY	36,820.000	4.00	1 2 3 4	0.250 0.500 0.880 0.362
1666001	FERTILIZER	AC	7.180	1,250.00	1 2 3 4	690.000 1,000.000 1,830.000 2,630.764
1686001	VEGETATIVE WATERING	MG	861.600	45.00	1 2	43.000 20.000

					3	58.500
					4	72.217
1706002	IRRIGATION SYSTEM (TY I)	LS	1.000	330,000.00	1	212,555.000
					2	463,048.840
					3	438,000.000
					4	322,222.222
1926021001	PLANT MATERIAL (5 GAL) (TREE)	EA	656.000	25.00	1	38.000
					2	32.000
					3	52.000
					4	37.263
1926023001	PLANT MATERIAL (15 GAL) (TREE)	EA	840.000	125.00	1	149.000
					2	155.000
					3	178.000
					4	230.159
1926028001	PLANT MATERIAL (1 GAL) (SHRUB)	EA	4,149.000	15.00	1	10.200
					2	10.000
					3	8.500
					4	13.926
1926030001	PLANT MATERIAL (3 GAL) (SHRUB)	EA	202.000	21.00	1	20.000
					2	25.000
					3	19.000
					4	25.303
1926059001	PALM MATERIAL (TYPE I)	EA	154.000	25.00	1	195.000
					2	350.000
					3	330.000
					4	490.620
1926064001	PLANT BED PREP (TYPE II)	SY	16,890.000	0.50	1	1.400
					2	1.500
					3	1.000
					4	0.526
1926067001	LANDSCAPE EDGE (TYPE I)	LF	2,717.000	25.00	1	8.000
					2	8.400
					3	11.500
					4	13.618
1936007	IRRIGATION SYSTEM OPER AND MAINT	MO	12.000	1,750.00	1	1,500.000
					2	3,000.000
					3	1,500.000
					4	12,314.815
4206074001	CL C CONC (MISC)	CY	28.000	650.00	1	900.000
					2	1,000.000
					3	3,000.000
					4	2,380.952
5006001	MOBILIZATION	LS	1.000	172,263.03	1	96,000.000
					2	176,500.000
					3	100,000.000
					4	277,208.673
5026001008	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6.000	4,500.00	1	4,300.000
					2	3,750.000
					3	3,600.000
					4	2,925.926
5066040005	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	1,250.000	6.00	1	3.900
					2	4.000
					3	5.500
					4	3.911
5066043005	BIODEG EROSN CONT LOGS (REMOVE)	LF	1,250.000	1.00	1	0.980
					2	1.500
					3	2.500
					4	0.400
5286006	REMOVE AND RELAY PAVERS	SY	31.500	250.00	1	150.000
					2	300.000
					3	330.000
					4	691.358
6186034	CONDT (PVC) (SCH 40) (4") (BORE)	LF	1,662.000	65.00	1	38.000
					2	50.000
					3	18.000
					4	50.108

10026002	LANDSCAPE AMENITY (TY 1)	EA	56.000	3,500.00	1 2 3 4	3,500.000 3,150.000 3,100.000 6,507.937
10056001	LOOSE AGGR FOR GROUNDCOVER (TYPE I)	CY	765.000	85.00	1 2 3 4	129.000 135.000 200.000 209.150
10056002	LOOSE AGGR FOR GROUNDCOVER (TYPE II)	CY	1,157.000	85.00	1 2 3 4	135.000 150.000 210.000 218.957
10066001	LANDSCAPE SOIL AMENDMENT (TYPE I)	SY	16,890.000	0.15	1 2 3 4	0.300 0.720 0.380 0.197
10066002	LANDSCAPE SOIL AMENDMENT (TYPE II)	SY	16,890.000	0.20	1 2 3 4	0.300 0.690 0.300 0.184
10066003	LANDSCAPE SOIL AMENDMENT (TYPE III)	SY	1,496.000	1.00	1 2 3 4	0.950 1.750 6.000 1.315
10066004	LANDSCAPE SOIL AMENDMENT (TYPE IV)	SY	4,488.000	0.30	1 2 3 4	0.350 0.770 4.000 0.371
10066005	LANDSCAPE SOIL AMENDMENT (TYPE V)	SY	6,001.000	2.00	1 2 3 4	1.500 0.700 0.550 3.018
61856002002	TMA (STATIONARY)	DAY	60.000	700.00	1 2 3 4	720.000 25.000 1,100.000 2,703.704
61856005002	TMA (MOBILE OPERATION)	DAY	60.000	700.00	1 2 3 4	790.000 25.000 1,100.000 2,703.704

CITY OF SEABROOK
RESOLUTION 2018-21

AUTHORIZATION FOR ADVANCED FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR AESTHETICS ENHANCEMENTS TO SH 146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT"), FOR AESTHETIC ENHANCEMENTS TO THE SH 146 EXPANSION PROJECT ("Project"); AUTHORIZING THE MAYOR TO EXECUTE THE "ADVANCED FUNDING AGREEMENT" ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO PROCEED WITH THE PROJECT

WHEREAS, the City Council of the City of Seabrook has agreed to provide funding for the Project described in the attached Advanced Funding Agreement for aesthetic enhancements to the SH 146 expansion between the City and State of Texas; and

WHEREAS, the City Council and Seabrook Economic Development Corporation have met jointly with the development of this project; and

WHEREAS, the Seabrook Economic Development Corporation has approved and budgeted for the initial payment for the SH 146 Beautification Project expenditure in the 2017-18 fiscal year; and

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

Section 1. That certain Advanced Funding Agreement by and between the City of Seabrook and TXDot, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or her designee is hereby authorized to execute and the City Secretary to attest an Advanced Funding Agreement with TxDOT, for the SH 146 expansion project aesthetic enhancements.

PASSED AND APPROVED this 1ST day of May, 2018.

Thomas G Kolupski
Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

THE CITY OF SEABROOK TEXAS

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

CSJ #	**0389-05-088 & 0389-05-116**
District #	**12 - Houston**
Code Chart 64 #	**38540**
Project Name	**SH 146 Widening, Aesthetic Improvements**

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH ON-SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Seabrook**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **114670** authorizing the State to undertake and complete a highway improvement generally described as SH 146 Widening from Red Bluff Road to the Harris County/Galveston County Line; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **aesthetic improvements including decorative lighting and landscaping** (Project); and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this Agreement in Attachment A, Payment Provisions and Work Responsibilities.

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

CSJ #	**0389-05-088 & 0389-05-116**
District #	**12 - Houston**
Code Chart 64 #	**38540**
Project Name	**SH 146 Widening, Aesthetic Improvements**

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.

C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

CSJ #	**0389-05-088 & 0389-05-116**
District #	**12 - Houston**
Code Chart 64 #	**38540**
Project Name	**SH 146 Widening, Aesthetic Improvements**

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

A. This agreement may be terminated in the following manner:
   1. By mutual written agreement and consent of both parties;
   2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
   3. By the State if it determines that the performance of the Project is not in the best interest of the State.

B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	**State:**
City of Seabrook ATTN: City Manager 1700 1st Street Seabrook, TX 77586	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

CSJ #	**0389-05-088 & 0389-05-116**
District #	**12 - Houston**
Code Chart 64 #	**38540**
Project Name	**SH 146 Widening, Aesthetic Improvements**

14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

CSJ #	**0389-05-088 & 0389-05-116**
District #	**12 - Houston**
Code Chart 64 #	**38540**
Project Name	**SH 146 Widening, Aesthetic Improvements**

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
	Thom G. Kolupski
Signature	Signature
Quincy D. Allen, P.E.	Thom Kolupski
Typed or Printed Name	Typed or Printed Name
District Engineer, Houston District	Mayor, City of Seabrook
Typed or Printed Title	Typed or Printed Title
	5-1-18
Date	Date

CSJ #	**0389-05-088 & 0389-05-116**
District #	**12 - Houston**
Code Chart 64 #	**38540**
Project Name	**SH 146 Widening, Aesthetic Improvements**

ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES

Payment Provision
The Local Government shall be responsible for 100% of the costs, including overruns. Initial payment by the Local Government to the State in the amount of $295,970.04 is due within thirty (30) days of the execution of this Agreement. The Local Government shall remit additional payments as follows:
Payment due 12 months after project let date: $295,970.04
Payment due 24 months after project let date: $295,970.04
Payment due 36 months after project let date: $295,970.03
Estimated total payment by the Local Government to the State: $1,183,880.15. The final amount of Local Government participation will be based on actual costs.
Upon completion of the Project, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.

Work Responsibilities
The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. The State will use its approved contract letting and award procedures to let and award the construction contract.

The Local Government will provide the engineering design for the aesthetic improvements along SH 146, from Red Bluff Road to the Harris County/Galveston County Line as shown in the Attachment B- Project Location Map.

Engineering Services
The Local Government has responsibility for the performance of engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals.

In procuring professional services, the Local Government must comply with Texas Government Code 2254, Subchapter A. The Local Government shall submit its plans for prior approval by the State.

Maintenance Responsibilities
A. The Local Government shall keep spare signal mast arms and poles, including pedestrian poles, and make them available upon request by the State to replace damaged poles. Otherwise, the State will replace the damaged signal mast arms and poles with the State's standard galvanized poles.

B. The Local Government shall maintain the Project in order to enhance roadway aesthetics for the traveling public, according to State standards and as detailed below.

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Code Chart 64 #	**38540**
Project Name	**SH 146 Widening, Aesthetic Improvements**

The Local Government shall perform maintenance activities to include, but not be limited to, the following:

a. Routine Maintenance
    1. Plant bed areas: Tree and shrub pruning, groundcover trimming, weed control and litter pick-up.
    2. Grass areas: Mowing, edging and litter pick-up.
    3. Irrigation system: Operation and repair.
    4. Landscape pavers: Weed control and litter pick-up.
    5. Loose aggregate for ground cover: Weed control and litter pick-up.

b. As-Needed Maintenance (required)
    1. Plant bed areas: Insect control, disease control, and dead plant removal.
    2. Landscape pavers: Repair/replacement as originally installed.
    3. Loose aggregate for ground cover: Repair/replacement as originally installed.

c. As-Needed Maintenance (not required)
    1. Vegetative water, fertilizing, plant replacement, and mulch.

d. Fixed decorative bollards: Repair/replacement as originally installed

e. Decorative medallion assembly with LED backlighting: Repair/replacement as originally installed

f. Electrical services controlled by the Local Government: Be responsible for the energy consumption of all decorative lightings including medallion backlighting

g. Traffic Control. Provide, erect, and maintain barricades, signs, and other traffic handling devices necessary to protect the safety of the traveling public during maintenance work.

h. The Local Government will furnish, install, and maintain the decorative lightings. The Local Government shall obtain approval of the decorative lightings from the State prior to installation.

CSJ #	**0389-05-088 & 0389-05-116**
District #	**12 - Houston**
Code Chart 64 #	**38540**
Project Name	**SH 146 Widening, Aesthetic Improvements**

ATTACHMENT B
PROJECT LOCATION MAP

AGREEMENT FOR THE FUNDING OF DESIGN/IMPROVEMENT COSTS FOR THE "HIGHWAY 146 PROJECT" FOR ECONOMIC DEVELOPMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement regarding the funding of design costs and improvements for the State Highway 146 Expansion Project for Economic Development (the "Agreement") is entered into as of the 15th day of May, 2018, between the CITY SEABROOK, TEXAS, a home rule municipality situated in Harris County, Texas (the "City") and the SEABROOK ECONOMIC DEVELOPMENT CORPORATION, a non-profit economic development corporation (the "Corporation" or "SEDC") created and operating as a Type B corporation pursuant to the provisions of Chapters 501 and 505, Texas Local Government Code, as amended (the "Act").

RECITALS

At an election held within the City on January 18, 1992 (the "Election"), the voters approved a proposition authorizing the levy and collection of a sales and use tax within the City at the rate of one-half of one cent (the "Additional Sales Tax") as authorized by the Act for economic development purposes.

The Corporation was formed pursuant to the Act for the purpose of the payment of costs of "Projects" authorized by Section 4B of Article 5190.6 V.A.T.C.S., (now recodified in the Texas Local Government Code Section, 501.001 et. seq. and more specifically Section 505 relating to Type B corporations), to pay for the promotion of economic development, including the principal and interest on bonds or other obligations, issued to pay the costs of such "Projects" as authorized by the Act and the Election.

Pursuant to the provisions of the Act, the City collects the Additional Sales Tax and pays it to the Corporation.

The Corporation hereby finds, determines and declares, that it met on October 12, 2017, and at that time took formal action to support and approve funding of the proposed "Highway 146 Project" and approved the publication of a Notice to the public of this Project; that a public hearing was conducted by the EDC on November 16, 2017 to receive public input for such Project.

The Corporation and City further find, and that on January 17, 2018 the Seabrook City Council approved the second and final reading of Resolution 2018-06 authorizing funding through EDC sales tax revenue, for economic development, of the "Highway 146 Project" to assist the redevelopment of Highway 146 improvements, due to its expansion by TxDot from the boundary limits north and south of the City limits and related corridor, in order for SEDC

funding to promote or develop new or expanded business enterprises and/or that create or retain primary jobs in or near the City of Seabrook, including but not limited to: targeted infrastructure (streets, transportation, utilities, drainage, site and related improvements); acquisition of land, buildings, equipment, and facilities; demolition of aging or substandard buildings to improve the quality of commercial zones; general municipally owned improvements or any other expenditures consistent with the purposes and duties as a Type B corporation, in an amount not to exceed $1,000,000.00, as generally authorized under Texas Local Government Code, (including Sections 501.101, 501.103, 505.152, 505.155, 505.158, 505.302 and related authority), as an authorized project of the EDC ("Authorized Project").

The City and the Corporation have determined that partial funding by the SEDC through 4B revenues for aesthetic improvements, design costs and related improvements for the Highway 146 Project, as more specifically referenced in the "Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with No Required Match On-System", approved by the City by Resolution 2018-21 on May 1, 2018, ("TxDot Agreement" attached hereto), with SEDC funding in an amount not to exceed $1,000,000.00 is appropriate and consistent with the goals of the Authorized Project.

The Corporation hereby finds that this Agreement is for the benefit of the Corporation and that payment made hereunder is for Authorized Project costs under the Act.

The City and the Corporation hereby find, determine, and declare that the respective meetings of the City Council of the City and the Board of Directors of the Corporation at which this Agreement was approved were open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Agreement, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

AGREEMENT

For and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the City and the Corporation agree as follows:

ARTICLE I

THE PROJECTS

Section 1.01 Definitions, Declarations, Findings and Determinations. The definitions, declarations, determinations and findings contained in the recitals to this Agreement are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.02 Construction of the Project.

(a) The City in consultation with the Corporation agrees to fund the costs for the improvements referenced in the TxDot Agreement in an amount not to exceed $1,000,000 in behalf of the Corporation, which costs shall be payable from funds to be paid by the Corporation as provided herein.

(b) The City agrees to contract, as necessary with all individuals or entities necessary to complete the improvements for the Authorized Project for administration by the City

Section 1.03 Use of Additional Sales Tax.

(a) The City is hereby authorized to make payments for the herein described purposes directly from the SEDC sales tax fund or by making a transfer of 4B Revenues from the sales tax fund to one or more funds described in the City's approved budget for the TxDot Agreement. Transfers shall be limited to the actual amount of the payment schedules required by TxDot and/or the actual costs to City related to the Authorized Project.

(b) Payments made by City from 4B Revenues as authorized by "(a)", above, shall be limited to the payment of "costs" as defined in the Act.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties of the City.

(a) The City hereby confirms the earlier levy by the City of the Additional Sales Tax, and hereby warrants and represents that the City has duly and lawfully ordered the imposition and collection of the Additional Sales Tax upon all sales, uses and transactions as are permitted by and described in the Act throughout the boundaries of the City as such boundaries existed on the date of said election and as they may be expanded from time to time pursuant to applicable law.

(b) The City agrees to take and pursue all action permissible under applicable law to cause the Additional Sales Tax to be collected and remitted and deposited with the Corporation as required by the Act, at the earliest and most frequent times permitted by applicable law.

(c) The City agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under this Agreement.

Section 2.02 Representations and Warranties of the Corporation.

(a) The Corporation represents and warrants that it is authorized by applicable law and by its articles of incorporation and bylaws to enter into this Agreement and make the payment(s) to the City in the manner and to the extent provided in this Agreement.

(b) The Corporation represents and warrants that the Project is an authorized project of the Corporation under the Act, and that the Corporation has taken all action and obtained all approvals required by law and the Corporation's bylaws in order to proceed with this Project and to undertake its obligations under this Agreement.

(c) The Corporation agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under this Agreement.

(d) The Corporation represents and warrants that this Agreement constitutes a valid, legal and binding obligation of the Corporation enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting creditors' rights, and that the execution and delivery of this Agreement will not conflict with or constitute a material breach of or a default under any agreement or instrument to which the Corporation is a party.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 3.01 Term. This Agreement shall be in force and effect from the date of execution hereof.

Section 3.02 Amendments and Supplements. This Agreement may be amended, supplemented or extended by mutual agreement of the parties hereto.

Section 3.03 Merger. This Agreement embodies the entire understanding between the parties hereto and there are no prior effective representations, warranties, or agreements between the parties hereto.

Section 3.04 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original instrument and each will have the force and effect of an original and all of which together constitute, and will be deemed to constitute, one and the same instrument.

Section 3.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for any cause of action arising pursuant to this Agreement shall be proper only in Harris County, Texas.

Section 3.06 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application hereof to any person 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 or circumstances shall not be affected thereby.

[Execution Page Follows]

EXECUTED in multiple counterparts as of the date first written above.

CITY OF SEABROOK, TEXAS

By:_____
Thomas G. Kolupski, Mayor

ATTEST:

By:_____
Robin Hicks, City Secretary

SEABROOK ECONOMIC
DEVELOPMENT CORPORATION

By:_____
Terry Chapman
EDC Vice-President, Board of Directors

ATTEST:

By:_____
Ernie Davis
EDC Secretary, Board of Directors

CITY OF SEABROOK
RESOLUTION 2018-21

AUTHORIZATION FOR ADVANCED FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR AESTHETICS ENHANCEMENTS TO SH 146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT"), FOR AESTHETIC ENHANCEMENTS TO THE SH 146 EXPANSION PROJECT ("Project"); AUTHORIZING THE MAYOR TO EXECUTE THE "ADVANCED FUNDING AGREEMENT" ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO PROCEED WITH THE PROJECT

WHEREAS, the City Council of the City of Seabrook has agreed to provide funding for the Project described in the attached Advanced Funding Agreement for aesthetic enhancements to the SH 146 expansion between the City and State of Texas; and

WHEREAS, the City Council and Seabrook Economic Development Corporation have met jointly with the development of this project; and

WHEREAS, the Seabrook Economic Development Corporation has approved and budgeted for the initial payment for the SH 146 Beautification Project expenditure in the 2017-18 fiscal year; and

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

Section 1. That certain Advanced Funding Agreement by and between the City of Seabrook and TXDot, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or her designee is hereby authorized to execute and the City Secretary to attest an Advanced Funding Agreement with TxDOT, for the SH 146 expansion project aesthetic enhancements.

PASSED AND APPROVED this 1ST day of May, 2018.

Thomas G Kolupski
Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

THE CITY OF SEABROOK TEXAS

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

CSJ #	0389-05-088 & 0389-05-116
District #	12 - Houston
Code Chart 64 #	38540
Project Name	SH 146 Widening, Aesthetic Improvements

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH ON-SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Seabrook**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **114670** authorizing the State to undertake and complete a highway improvement generally described as SH 146 Widening from Red Bluff Road to the Harris County/Galveston County Line; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **aesthetic improvements including decorative lighting and landscaping** (Project); and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this Agreement in Attachment A, Payment Provisions and Work Responsibilities.

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

CSJ #	0389-05-088 & 0389-05-116
District #	12 - Houston
Code Chart 64 #	38540
Project Name	SH 146 Widening, Aesthetic Improvements

AGREEMENT

1. **Period of the Agreement**
This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. **Project Funding and Work Responsibilities**
   A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
   B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
   C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
   D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. **Right of Access**
If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. **Adjustments Outside the Project Site**
The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. **Responsibilities of the Parties**
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

CSJ #	0389-05-088 & 0389-05-116
District #	12 - Houston
Code Chart 64 #	38540
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6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

A. This agreement may be terminated in the following manner:
   1. By mutual written agreement and consent of both parties;
   2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
   3. By the State if it determines that the performance of the Project is not in the best interest of the State.

B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	**State:**
City of Seabrook ATTN: City Manager 1700 1st Street Seabrook, TX 77586	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

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15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

CSJ #	**0389-05-088 & 0389-05-116**
District #	**12 - Houston**
Code Chart 64 #	**38540**
Project Name	**SH 146 Widening, Aesthetic Improvements**

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Quincy D. Allen, P.E.	Thom Kolupski
Typed or Printed Name	Typed or Printed Name
District Engineer, Houston District	Mayor, City of Seabrook
Typed or Printed Title	Typed or Printed Title
Date	5-1-18
	Date

CSJ #	0389-05-088 & 0389-05-116
District #	12 - Houston
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PAYMENT PROVISION AND WORK RESPONSIBILITIES

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The Local Government shall be responsible for 100% of the costs, including overruns. Initial payment by the Local Government to the State in the amount of $295,970.04 is due within thirty (30) days of the execution of this Agreement. The Local Government shall remit additional payments as follows:
Payment due 12 months after project let date: $295,970.04
Payment due 24 months after project let date: $295,970.04
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The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. The State will use its approved contract letting and award procedures to let and award the construction contract.

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The Local Government has responsibility for the performance of engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals.

In procuring professional services, the Local Government must comply with Texas Government Code 2254, Subchapter A. The Local Government shall submit its plans for prior approval by the State.

Maintenance Responsibilities

A. The Local Government shall keep spare signal mast arms and poles, including pedestrian poles, and make them available upon request by the State to replace damaged poles. Otherwise, the State will replace the damaged signal mast arms and poles with the State's standard galvanized poles.

B. The Local Government shall maintain the Project in order to enhance roadway aesthetics for the traveling public, according to State standards and as detailed below.

CSJ #	**0389-05-088 & 0389-05-116**
District #	**12 - Houston**
Code Chart 64 #	**38540**
Project Name	**SH 146 Widening, Aesthetic Improvements**

The Local Government shall perform maintenance activities to include, but not be limited to, the following:

a. Routine Maintenance
    1. Plant bed areas: Tree and shrub pruning, groundcover trimming, weed control and litter pick-up.
    2. Grass areas: Mowing, edging and litter pick-up.
    3. Irrigation system: Operation and repair.
    4. Landscape pavers: Weed control and litter pick-up.
    5. Loose aggregate for ground cover: Weed control and litter pick-up.

b. As-Needed Maintenance (required)
    1. Plant bed areas: Insect control, disease control, and dead plant removal.
    2. Landscape pavers: Repair/replacement as originally installed.
    3. Loose aggregate for ground cover: Repair/replacement as originally installed.

c. As-Needed Maintenance (not required)
    1. Vegetative water, fertilizing, plant replacement, and mulch.

d. Fixed decorative bollards: Repair/replacement as originally installed

e. Decorative medallion assembly with LED backlighting: Repair/replacement as originally installed

f. Electrical services controlled by the Local Government: Be responsible for the energy consumption of all decorative lightings including medallion backlighting

g. Traffic Control. Provide, erect, and maintain barricades, signs, and other traffic handling devices necessary to protect the safety of the traveling public during maintenance work.

h. The Local Government will furnish, install, and maintain the decorative lightings. The Local Government shall obtain approval of the decorative lightings from the State prior to installation.

CSJ #	0389-05-088 & 0389-05-116
District #	12 - Houston
Code Chart 64 #	38540
Project Name	SH 146 Widening, Aesthetic Improvements

ATTACHMENT B
PROJECT LOCATION MAP

City Aesthetic Improve

		116		April 25, 2018
ITEM/DESC CODE		SJ TOTAL		TOTAL PROJECT COST
	SEEDING SODDING			
161 6009	EROSION CONTROL	11,928.00		$ 249,172.00
161 6012	GENERAL USE COM	8,520.00		$ 177,960.00
161 6017	COMPOST MANUF T	922.00		$ 76,020.00
162 6002	BLOCK SODDING	3,227.00		$ 90,244.00
162 6003	STRAW OR HAY MUL	1,535.20		$ 32,038.00
164 6052	BROADCAST SEED (	959.50		$ 20,023.75
166 6001	FERTILIZER	700.00		$ 15,400.00
168 6001	VEGETATIVE WATEF	1,416.00		$ 31,500.00
170 6002	IRRIGATION SYSTEM	10,000.00		$ 20,000.00
192 6064	PLANT BED PREP (T	3,838.00		$ 80,095.00
1006 6001	LANDSCAPE SOIL AI	1,919.00		$ 40,047.50
1006 6002	LANDSCAPE SOIL AI	1,919.00		$ 40,047.50
1006 6005	LANDSCAPE SOIL AI	2,494.70		$ 52,061.75
		49,378.40		**$ 924,609.50**
	LANDSCAPE ITEMS			
420 6074	CL C CONC (MISC)	13,600.00		$ 71,200.00
432 6003	RIPRAP (CONC)(6 IN	3,360.00		$ 60,900.00
528 6004	LANDSCAPE PAVER	33,511.00		$ 234,718.00
	*LANDSCAPE PAVEF			
1005 6001	LOOSE AGGR FOR C	12,040.00		$ 76,020.00
1005 6002	LOOSE AGGR FOR C	12,250.00		$ 74,200.00
		74,761.00		**$ 517,038.00**
	LIGHTING ITEMS			
	E MEYER UNDERPA			
618 6046	CONDT (PVC) (SCH 8	-		$ 10,000.00
624 6002	GROUND BOX TY A (	-		$ 2,100.00
	NASA 1 UNDERPASS			
618 6046	CONDT (PVC) (SCH 8	32,000.00		$ 32,000.00
624 6002	GROUND BOX TY A (	2,100.00		$ 2,100.00
	CLEAR CREEK BRID			
618 6046	CONDT (PVC) (SCH 8	364,000.00		$ 364,000.00
620 6015	ELEC CONDR (NO.2)	97,920.00		$ 97,920.00
620 6016	ELEC CONDR (NO.2)	424,320.00		$ 424,320.00
624 6002	GROUND BOX TY A (	4,200.00		$ 4,200.00
		924,540.00		**$ 936,640.00**
		1,048,679.40		**$ 2,378,287.50**

City Aesthetic Improve

		16		April 25, 2018
ITEM/DESC CODE		SJ TOTAL		TOTAL PROJECT COST
	LANDSCAPE ITEMS			
132 6001	EMBANKMENT (FINA	17,064.00		$ 106,128.00
192 6015	LANDSCAPE EDGE	4,445.00		$ 27,853.00
420 6074	CL C CONC (MISC)	40,800.00		$ 215,200.00
528 6004	LANDSCAPE PAVERS	118,910.00		$ 455,900.00
1005 6001	LOOSE AGGR FOR G	5,160.00		$ 32,580.00
1005 6002	LOOSE AGGR FOR G	5,250.00		$ 31,800.00
5089 6001	FIXED DECORATIVE	30,000.00		$ 112,000.00
		221,629.00		**$ 981,461.00**
	LIGHTING ITEMS			
	NASA 1 UNDERPASS			
628 6083	ELC SRV TY A 240/48	6,000.00		$ 6,000.00
6296 6001	DECORATIVE MEDAL	42,000.00		$ 42,000.00
		48,000.00		**$ 48,000.00**
		269,629.00		**$ 1,029,461.00**
		40,444.35		**$ 154,419.15**
		310,073.35		**$ 1,183,880.15**

SEABROOK

Agenda Briefing

Date of Meeting: October 17, 2024

Responsible Department: Economic Development

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:
Update by Director on Strategic Plan Initiatives, Monthly Reporting and Activities.

Executive Summary / Background:

Funding / Fiscal Information:

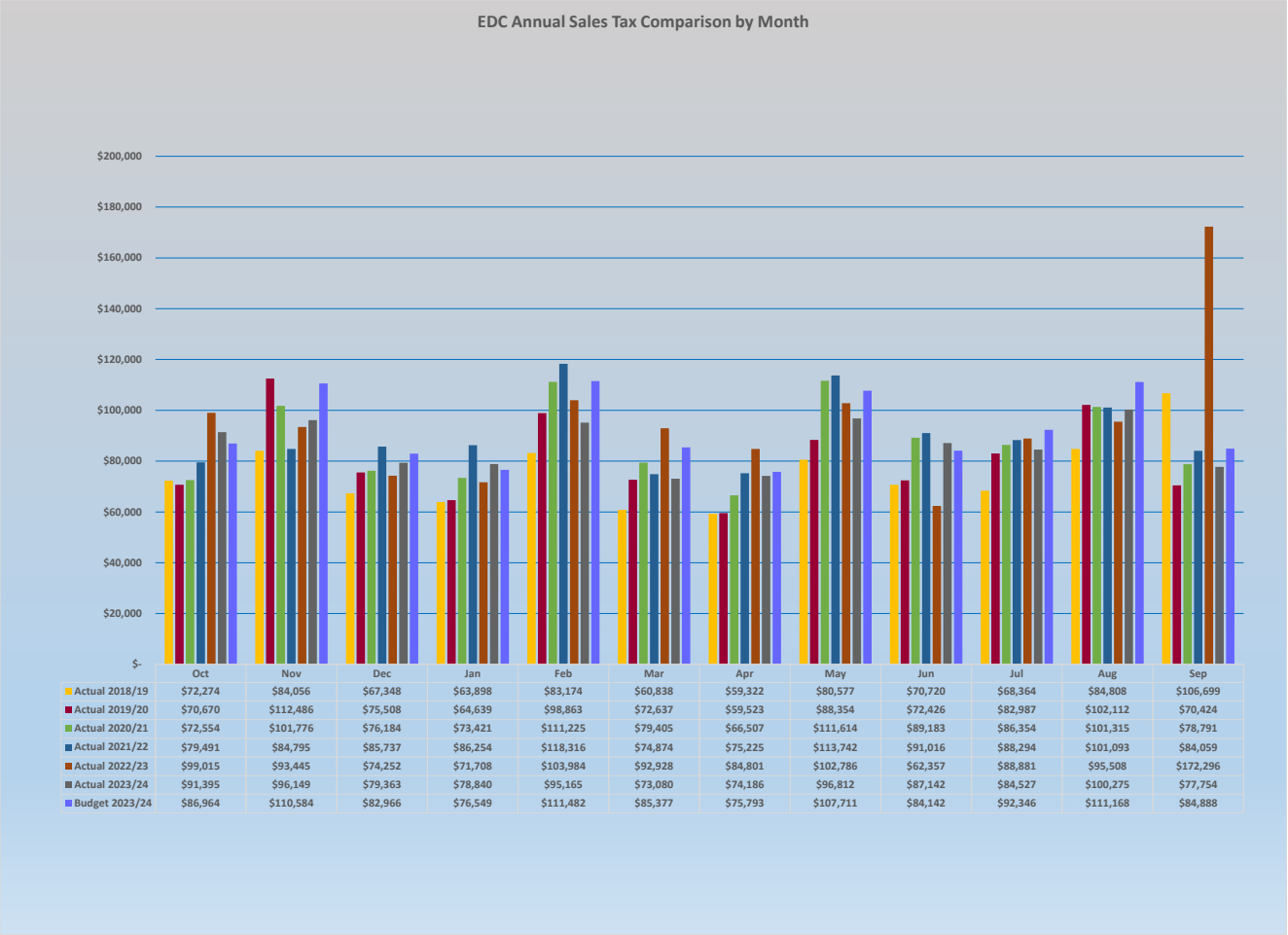
Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

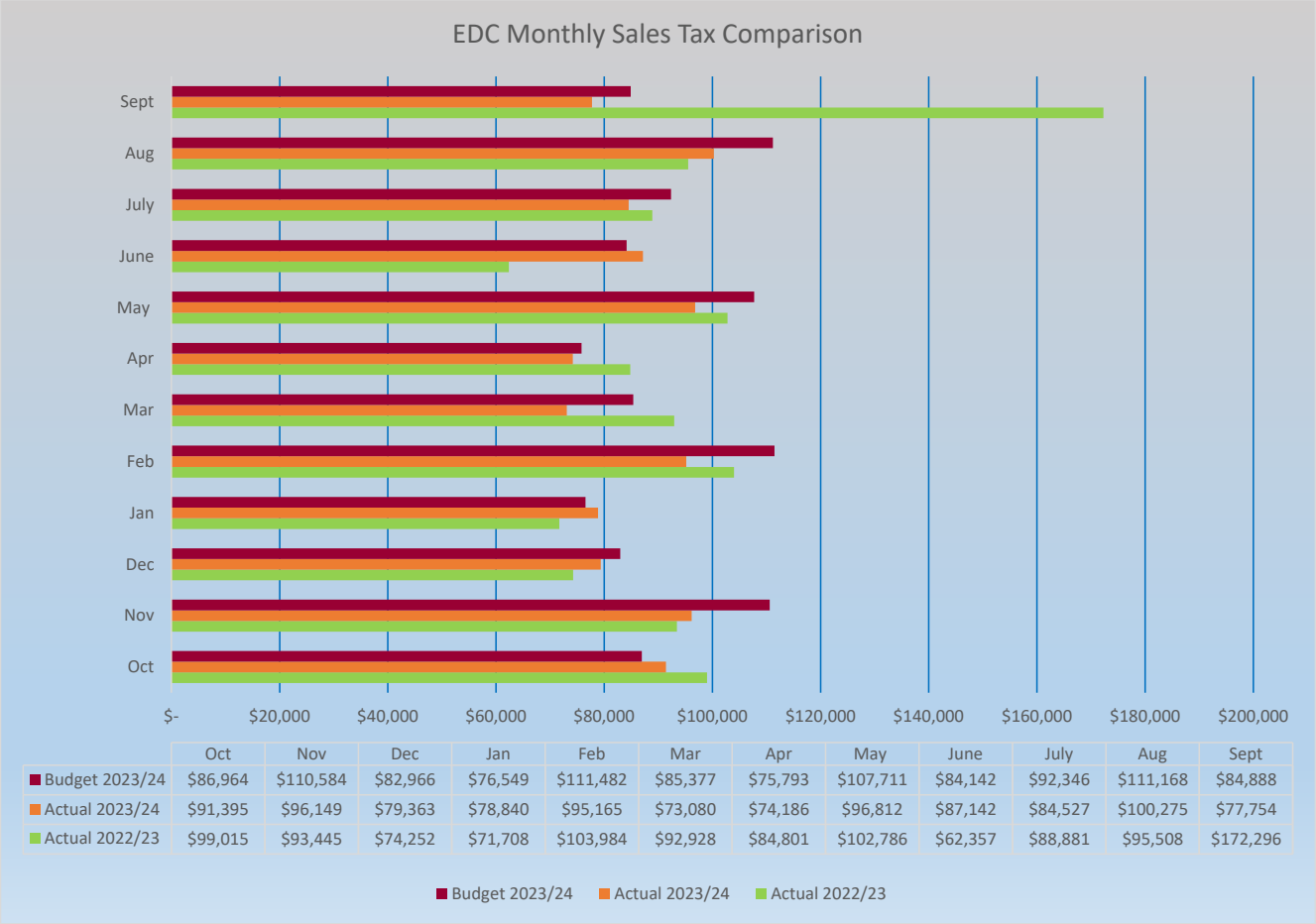
Staff Recommendation:

CITY OF SEABROOK
SEDC - MONTHLY REPORT
September 30, 2024

ANNUAL				FISCAL YEAR-TO-DATE		
FORECAST	BUDGET	FORE VS BUD FAV/(UNFAV) VARIANCE	SEDC	ACTUAL	BUDGET	ACT VS BUD FAV/(UNFAV) VARIANCE
			REVENUES			
1,034,689	1,109,972	(75,283)	Sales Tax	1,034,689	1,109,972	(75,283)
0	0	0	Grant Proceeds	0	0	0
218,343	158,519	59,824	Interest Income	218,343	158,519	59,824
2,195	1,200	995	Other Revenue	2,195	1,200	995
0	0	0	Loan Repayment	0	0	0
1,255,227	1,269,691	(14,464)	Total Revenues	1,255,227	1,269,691	(14,464)
			EXPENDITURES			
0	0	0	Personnel Services	0	0	0
1,518	150	(1,368)	Materials & Supplies	1,518	150	(1,368)
185,888	703,351	517,463	Services	185,888	703,351	517,463
305,459	305,459	0	Transfers Out	305,459	305,459	0
492,865	1,008,960	516,095	Total Expenditures	492,865	1,008,960	516,095
			FUND BALANCE			
3,152,409	3,152,409	0	Beginning Balance Estimate	3,152,409	3,152,409	0
762,363	260,731	501,632	Change in Fund Balance	762,363	260,731	501,632
3,914,772	3,413,140	501,632	Ending Balance	3,914,772	3,413,140	501,632



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Actual 2018/19	$72,274	$84,056	$67,348	$63,898	$83,174	$60,838	$59,322	$80,577	$70,720	$68,364	$84,808	$106,699
Actual 2019/20	$70,670	$112,486	$75,508	$64,639	$98,863	$72,637	$59,523	$88,354	$72,426	$82,987	$102,112	$70,424
Actual 2020/21	$72,554	$101,776	$76,184	$73,421	$111,225	$79,405	$66,507	$111,614	$89,183	$86,354	$101,315	$78,791
Actual 2021/22	$79,491	$84,795	$85,737	$86,254	$118,316	$74,874	$75,225	$113,742	$91,016	$88,294	$101,093	$84,059
Actual 2022/23	$99,015	$93,445	$74,252	$71,708	$103,984	$92,928	$84,801	$102,786	$62,357	$88,881	$95,508	$172,296
Actual 2023/24	$91,395	$96,149	$79,363	$78,840	$95,165	$73,080	$74,186	$96,812	$87,142	$84,527	$100,275	$77,754
Budget 2023/24	$86,964	$110,584	$82,966	$76,549	$111,482	$85,377	$75,793	$107,711	$84,142	$92,346	$111,168	$84,888



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Budget 2023/24	$86,964	$110,584	$82,966	$76,549	$111,482	$85,377	$75,793	$107,711	$84,142	$92,346	$111,168	$84,888
Actual 2023/24	$91,395	$96,149	$79,363	$78,840	$95,165	$73,080	$74,186	$96,812	$87,142	$84,527	$100,275	$77,754
Actual 2022/23	$99,015	$93,445	$74,252	$71,708	$103,984	$92,928	$84,801	$102,786	$62,357	$88,881	$95,508	$172,296

EDC Sales Tax	2022/23 Actual	2023/24 Actual	2023/24 Budget	Actual to Prior Year	% Actual to Prior Year	Current Year Actual to Budget	% Current Year to Budget
October	99,015	91,395	95,161	(7,620)	-7.70%	(3,766)	-3.96%
November	93,445	96,149	92,214	2,704	2.89%	3,935	4.27%
December	74,252	79,363	73,268	5,112	6.88%	6,095	8.32%
January	71,708	78,840	71,339	7,132	9.95%	7,501	10.51%
February	103,984	95,165	119,809	(8,819)	-8.48%	(24,644)	-20.57%
March	92,928	73,080	79,655	(19,848)	-21.36%	(6,575)	-8.25%
April	84,801	74,186	80,804	(10,614)	-12.52%	(6,617)	-8.19%
May	102,786	96,812	111,980	(5,973)	-5.81%	(15,168)	-13.54%
June	62,357	87,142	88,351	24,785	39.75%	(1,209)	-1.37%
July	88,881	87,142	90,614	(1,739)	-1.96%	(3,472)	-3.83%
August	95,508	100,275	108,614	4,768	4.99%	(8,339)	-7.68%
September	172,296	77,754	84,511	(94,542)	-54.87%	(6,757)	-8.00%
Totals	**1,141,959**	**1,037,304**	**1,096,321**	**(104,656)**	**-9.16%**	**(59,017)**	**-5.38%**

MEETING MINUTES
SEPTEMBER 12, 2024

SEABROOK ECONOMIC DEVELOPMENT CORPORATION MEETING

The Seabrook Economic Development Corporation of The City of Seabrook met on **Thursday, August 8, 2024,** at 6:00 P.M. At Seabrook City Hall to consider, and if appropriate, take action with respect to the agenda items listed below.

Board Members Present:

Paul R. Dunphey	Chair
Terry Chapman	Vice-Chair
Kevin Ferguson	Treasurer
Gary Bell (excused)	Member
Ann Wacker	Secretary
Buddy Hammann	Council Representative
Thomas Kolupski	Mayor

Also Present Were:

Gayle Cook	City Manager
Justin Pruitt	City Attorney
Kiarra Bellow	Administrative Assistant

EDC Vice-Chair Terry Chapman called the meeting to order at 6:00 p.m. and declared that a quorum was present.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

There were no citizen comments.

2. SPECIFIC PUBLIC HEARING

2.1 Conduct a public hearing on the proposed fiscal year 2024-2025 Economic Development Corporation budget. This public hearing is held pursuant to Local Government Code section 505.159.

Chairman Dunphey opened the Specific Public Hearing at 6:00 PM.

There were no citizen comments.

Chairman Dunphey closed the Specific Public Hearing at 6:01 PM.

3. PRESENTATIONS

3.1 Presentation by Miramar Beltline GP, LLC on an incentive application for updates and improvements to the Miramar Shopping Center.

Presentation by Reagan Vidal, Owner of Miramar Shopping Center (Miramar Beltline GP, LLC) on

incentive request. (See Exhibit A)

3.2 Presentation by Soulfreak for an incentive application for improvements to 1409 Main Street for a coffee shop.

Presentation by Amy Albro, Owner of "Soulfreak" on incentive request (See Exhibit B).

3.3 Presentation by Josh Perella to the Economic Development Corporation on the state of Seabrook businesses.

Presenter not in attendance.

4. CLOSED EXECUTIVE SESSION

4.1 Section 551.087

Conduct a closed executive session to discuss/deliberate potential financial incentive(s) and financial information received from a business prospect that the City/EDC seeks to have locate, stay, or expand for which the City is conducting economic development negotiations, as provided by Texas Government Code Section 551.087.

EDC Board adjourned to Closed Executive Session at 6:20 PM.

5. OPEN SESSION

5.1 The EDC Board will reconvene in open session to allow for possible action on the agenda items listed above under "Executive Session".

EDC Board returned to Open Session at 6:44 PM.

6. NEW BUSINESS

6.1 Consider and take all appropriate action on a Business Development Incentive Application filed by Miramar Beltline GP, LLC, to be located at 2000 Bayport Blvd, seeking an incentive to assist with retail redevelopment, for an amount not to exceed $100,000.

A motion was made to approve, with a value not to exceed $300,000, contingent upon project completion and verification of final inspections. The City Manager and staff are authorized to finalize all necessary details.

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

6.2 Consider and take all appropriate action on a Business Development Incentive Application filed by Soulfreak Holdings, to be located at 1409 2nd Street, seeking an incentive to assist with small business development, for an amount not to exceed $10,000.

A motion was made to approve, with a value not to exceed $15,000, contingent upon staff working with the owner of the property and the proposed leaseholder (Soulfreak) to finalize the details and any appropriate incentives.

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

7. ROUTINE BUSINESS

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

City Manager Gayle Cook provided an update on EDC monthly activities, covering new businesses, active projects, goal initiatives and achievements, the Seabrook Pals mini-mural project, items forwarded to City Council, and updates on incentive agreements.(see Exhibit C)

7.2 EDC Financial Report

City Manager Gayle Cook reviewed the EDC Financial Report for August 2024.

7.3 Approve minutes from the August 8, 2024, regular EDC meeting.

Motion:	To Approve
Made By:	EDC Treasurer Ferguson
Seconded By:	EDC Secretary Wacker
Vote:	**Passed** unanimously by all present

7.4 Establish future meeting dates and agenda items.

Next regular meeting is scheduled for October 10, 2024.

Motion:	To Adjourn
Made By:	EDC Vice-President Chapman
Seconded By:	EDC Treasurer Ferguson
Vote:	**Passed** unanimously by all present

Meeting adjourned at 6:57 pm.

APPROVED ON THE ____ DAY OF_____, 2024.

_____
Paul Dunphey, EDC Chair

_____
Kiarra Bellow,
EDC Administrative Coordinator

SEABROOK

Agenda Briefing

Date of Meeting: October 17, 2024

Responsible Department: Economic Development

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: