



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, NOVEMBER 18, 2025 - 6:00 PM**

For city information visit www.seabrooktx.gov
For agendas visit www.seabrooktx.gov/agendas

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, NOVEMBER 18, 2025 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 or abusive language.

All public remarks shall be addressed to the Chair. Comments shall not be directed toward individual Councilmembers, City staff, or other members of the public.

In accordance with the Texas Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

REGISTER ONLINE TO SPEAK IN PERSON DURING PUBLIC COMMENTS:
www.seabrooktx.gov/publiccomment

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

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

2. PRESENTATIONS

2.1 Presentation of the monthly financial report for October 2025. *Michael Gibbs, Director of Finance*

2.2 Presentation from the Parks & Trails Committee regarding construction progress

at Carothers Coastal Gardens.

3. CONSENT AGENDA

3.1 Approve the minutes of the November 4, 2025 City Council Meeting.

3.2 Consider and take all appropriate action on the second reading of Ordinance 2025-22 a request for a Conditional Use Permit to establish an “Open Air Market” at 1208 North Meyer Road as per the Seabrook City Code, Appendix A, Comprehensive Zoning, Article 4, “Special Use Regulations,” Section 4.11, “Conditional use permit criteria and procedures”. *Sean Landis, Deputy City Manager | Planning and Zoning Director*

AN ORDINANCE AMENDING THE SEABROOK CITY CODE, APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 13, “TEMPORARY AND NONTEXT CHANGES,” SECTION 13.03, BY ADDING A NEW PARAGRAPH (30) GRANTING A CONDITIONAL USE PERMIT FOR AN “OPEN AIR MARKET” TO BE LOCATED AT 1208 NORTH MEYER ROAD, WITHIN THE OS (OLD SEABROOK) ZONING DISTRICT AND ESTABLISHING ANY APPLICABLE CONDITIONS FOR THE OPERATION OF THE BUSINESS IN ACCORDANCE WITH LAW; PROVIDING A PENALTY IN AN AMOUNT OF NOT TO EXCEED \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

3.3 Consider and take all appropriate action on the second reading of Ordinance 2025-24 updating the City of Seabrook Master Fee Schedule.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, TO UPDATE “APPENDIX B”, ENTITLED “MASTER FEE SCHEDULE” BY UPDATING AND AMENDING “CITY SECRETARY’S OFFICE FEES”; AND “EMERGENCY MEDICAL SERVICES FEES”; AND “MUNICIPAL COURT FEES”; AND “PARKS AND RECREATION FEES”; AND “SANITATION FEES” AND “POLICE FEES” MAKING FINDINGS OF FACT; REPEALING AND REPLACING ALL REFERENCES TO SUCH FEES AND CHARGES IN ALL ORDINANCES OR RESOLUTIONS IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE AND EFFECTIVE DATE.

3.4 Approval of the Quarterly Investment Report for the forth quarter of FY2025 July 2025 through September 2025.

4. BOARDS AND COMMISSIONS

4.1 Consider and take all appropriate action on the reappointment of Paul Dunphey and Michelle Brown to the Seabrook Economic Development Corporation for a term to expire on January 1, 2028.

4.2 Consider and take all appropriate action on the appointment of Jeffrey Larson and Terri Sones to the Board of Adjustment/ Building Standards Commission, and the appointment of Adam Holland as an alternate member with terms to expire on

December 31, 2027.

5. BID AWARDS

5.1 Consider and take all appropriate action to award the Main Street Wastewater Treatment Plant demolition project to JTR Constructors, Inc for a bid price of \$1,166,300.00 and authorize the City Manager to execute a contract. *Brian Craig, Director of Public Works | City Engineer*

6. NEW BUSINESS

6.1 Consider and take all appropriate action on approval of a proposal with Kimley-Horn and Associates, Inc. for Bayside Park Expansion final design and construction drawings to proceed to the Seabrook Economic Development Corporation (SEDC) for funding consideration. *Gayle Cook, City Manager*

6.2 Consider and take all appropriate action on the annual groundwater well inspection services agreement with Alsay Incorporated and authorize the City Manager to execute the agreement. *Brian Craig, Director of Public Works | City Engineer*

6.3 Consider and take all appropriate action on an Interlocal Agreement between Harris County, by and through its Housing and Community Development Department (HCHCD), and the City of Seabrook for Community Development Block Grant Mitigation (CDBG-MIT) Planning Studies, in the amount of \$250,000.00, for the purpose of conducting the City of Seabrook Zoning Ordinance Re-Write Update Project to address flood risk, enhance infrastructure resilience, and support long-term disaster mitigation efforts, and authorize the Mayor to execute the Agreement. *Sean Landis, Deputy City Manager | Planning and Zoning Director*

6.4 Consider and take all appropriate action on ratification of a business development incentive agreement by Crown Trophy #109, as approved by the Seabrook Economic Development Corporation (SEDC) on October 22, 2025, in accordance with the previously posted Business Incentive Program Project resolution for Commercial Facade Improvement Incentive at 2168 Bayport Blvd in an amount not to exceed \$7,799.42. *Rick Guerrero, Director of Economic Development*

6.5 Consider and take all appropriate action on the approval of Resolution 2025-27, Correction of the Authorizing Official for the Houston UASI Grant Application *Gayle Cook, City Manager*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPERSEDING RESOLUTION 2023-20, AND AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND APPROPRIATE UPON AWARD UP TO \$43,725.00 FROM THE HOUSTON URBAN AREA SECURITY INITIATIVE (UASI) UNDER THE FISCAL YEAR 2024-2025 UASI GRANT PROGRAM AND TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO.

6.6 Consider and take all appropriate action on the first and final reading of Ordinance 2025-25, Authorizing and Ordering the Issuance of General Obligation Bonds Series 2025. *Marcus Deitz, Bond Attorney*

AN ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF CITY OF SEABROOK, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025; PRESCRIBING THE TERMS AND FORM THEREOF; MAKING OTHER PROVISIONS REGARDING SUCH BONDS, INCLUDING USE OF THE PROCEEDS THEREOF, AND MATTERS INCIDENT THERETO.

7. OLD BUSINESS

7.1 Consider and take all appropriate action on the second reading of Ordinance 2025-23 adopting the optional Texas Public Information Act rules enshrined in Section 552.275 of the Texas Local Government Code. *Rachel Lewis, City Secretary*

AN ORDINANCE OF THE CITY OF SEABROOK, TEXAS ESTABLISHING A PUBLIC INFORMATION POLICY TO MANAGE EXCESSIVE, REPETITIVE, OR BURDENSOME REQUESTS FOR PUBLIC INFORMATION AND DESIGNATING A PUBLIC INFORMATION COORDINATOR PURSUANT TO THE TEXAS PUBLIC INFORMATION ACT; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

8. DISCUSSION

8.1 Review and discuss the City's current retention schedule that identifies and describes City records and the length of time that each type of record must be retained.

9. ROUTINE BUSINESS

9.1 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 Wednesday, November 12, 2025 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, NOVEMBER 4, 2025 - 6:00 PM**

For city information visit www.seabrooktx.gov
For agendas visit www.seabrooktx.gov/agendas

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, NOVEMBER 4, 2025 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 or abusive language.

All public remarks shall be addressed to the Chair. Comments shall not be directed toward individual Councilmembers, City staff, or other members of the public.

In accordance with the Texas Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

REGISTER ONLINE TO SPEAK IN PERSON DURING PUBLIC COMMENTS:
www.seabrooktx.gov/publiccomment

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

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

2. PRESENTATIONS

2.1 Mayor Sweeney to present a proclamation declaring the month of November 2025 as Diabetes Awareness Month in the City of Seabrook.

2.2 Presentation by Amy Skicki with Bay Area Houston Transportation Partnership

(BAYTRAN) on its programs and membership as a partner city.

2.3 Presentation of the quarterly report from the Seabrook Volunteer Fire Department. *Fire Chief Nathan Douglas*

3. CONSENT AGENDA

3.1 Approve the minutes of the October 21, 2025 City Council Meeting.

4. BOARDS AND COMMISSIONS

4.1 Consider and take all appropriate action on the reappointment of Debra Harper, Nehemiah Jackson, and David Popken to the Parks and Trails Committee, with terms to expire on December 31, 2028.

4.2 Consider and take all appropriate action on the appointment of members to the Planning and Zoning Commission for a term to expire on December 31, 2028.

5. SPECIFIC PUBLIC HEARING

5.1 Conduct a Public Hearing on a request for a Conditional Use Permit to establish an "Open Air Market" at 1208 North Meyer Road as per the Seabrook City Code, Appendix A, Comprehensive Zoning, Article 4, "Special Use Regulations," Section 4.11, "Conditional use permit criteria and procedures". *Sean Landis, Deputy City Manager | Planning and Zoning Director*

6. NEW BUSINESS

6.1 Consider and take all appropriate action on the first reading of Ordinance 2025-22 a request for a Conditional Use Permit to establish an "Open Air Market" at 1208 North Meyer Road as per the Seabrook City Code, Appendix A, Comprehensive Zoning, Article 4, "Special Use Regulations," Section 4.11, "Conditional use permit criteria and procedures". *Sean Landis, Deputy City Manager | Planning and Zoning Director*

AN ORDINANCE AMENDING THE SEABROOK CITY CODE, APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 13, "TEMPORARY AND NONTEXT CHANGES," SECTION 13.03, BY ADDING A NEW PARAGRAPH (30) GRANTING A CONDITIONAL USE PERMIT FOR AN "OPEN AIR MARKET" TO BE LOCATED AT 1208 NORTH MEYER ROAD, WITHIN THE OS (OLD SEABROOK) ZONING DISTRICT AND ESTABLISHING ANY APPLICABLE CONDITIONS FOR THE OPERATION OF THE BUSINESS IN ACCORDANCE WITH LAW; PROVIDING A PENALTY IN AN AMOUNT OF NOT TO EXCEED \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

6.2 Consider and take all appropriate action on the first reading of Ordinance 2025-23 adopting the optional Texas Public Information Act rules enshrined in Section 552.275 of the Texas Local Government Code. *Rachel Lewis, City Secretary*

AN ORDINANCE OF THE CITY OF SEABROOK, TEXAS ESTABLISHING A PUBLIC INFORMATION POLICY TO MANAGE EXCESSIVE, REPETITIVE, OR BURDENSOME REQUESTS FOR PUBLIC INFORMATION AND DESIGNATING A PUBLIC INFORMATION COORDINATOR PURSUANT TO THE TEXAS PUBLIC INFORMATION ACT; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

6.3 Consider and take all appropriate action on renewal and amendment of the License Agreement between the City of Seabrook and Texas Markets for the continued use of City property at 1209 Main Street, adding new provisions regarding vendor selection preferences, restroom requirements, and event frequency, including allowance for additional weekends. *Gayle Cook, City Manager*

6.4 Consider and take all appropriate action on the acceptance of a donation Special Warranty Deed for a 0.6904 acre tract of land associated with the Estate of Ruth Hanssen. *Gayle Cook, City Manager*

6.5 Consider and take all appropriate action on approval of a proposal with Kimley-Horn and Associates, Inc. for Bayside Park Expansion final design and construction drawings to proceed to the Seabrook Economic Development Corporation (SEDC) for funding consideration. *Gayle Cook, City Manager*

6.6 Consider and take all appropriate action on the first reading of Ordinance 2025-24 updating the City of Seabrook Master Fee Schedule.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, TO UPDATE "APPENDIX B", ENTITLED "MASTER FEE SCHEDULE" BY UPDATING AND AMENDING "CITY SECRETARY'S OFFICE FEES"; AND "EMERGENCY MEDICAL SERVICES FEES"; AND "MUNICIPAL COURT FEES"; AND "PARKS AND RECREATION FEES"; AND "SANITATION FEES" AND "POLICE FEES" MAKING FINDINGS OF FACT; REPEALING AND REPLACING ALL REFERENCES TO SUCH FEES AND CHARGES IN ALL ORDINANCES OR RESOLUTIONS IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE AND EFFECTIVE DATE.

7. ROUTINE BUSINESS

7.1 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 Wednesday, October 29, 2025, no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC



Planning & Zoning Commission OFFICIAL REPORT

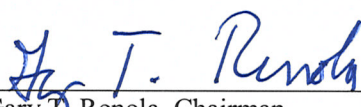
The Planning and Zoning Commission of the City of Seabrook met on September 18, 2025 to hold a meeting to consider:

3.1 Consider and take all appropriate action on a request for a Conditional Use Permit to establish an "Open Air Market" at 1208 North Meyer Road as per the Seabrook City Code, Appendix A, Comprehensive Zoning, Article 4, "Special Use Regulations," Section 4.11, "Conditional use permit criteria and procedures".

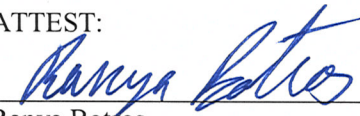
THE PLANNING & ZONING COMMISSION MADE THE FOLLOWING RECOMMENDATION:

APPROVAL ☒ **APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW)** ☐ **DENIAL** ☐
by a concurring vote of a majority of members of the Planning and Zoning Commission present at the meeting on September 18, 2025, as designated below and as certified by the signature of the Chairman.
This document is not valid unless signed by the Chairman/Presiding Commissioner.

<u>VOTE:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>INITIAL</u>
Gary Renola	✓				GJR
Byron Hanssen	✓				BH
Scott Reynolds	✓				SR
Ed Klein	✓				EK
Guy Rodgers	✓				GR
Rhonda Thompson	✓				RT
Jared Justus	✓				JJ



Gary T. Renola, Chairman
Planning & Zoning Commission

ATTEST:


Ranya Borros
Community & Economic Development
Coordinator

**CITY OF SEABROOK
ORDINANCE NO. 2025-22
ISSUANCE OF CONDITIONAL USE PERMIT
TO ALLOW FOR AN “OPEN AIR MARKET” AT 1208 NORTH MEYER ROAD
IN THE OS OLD SEABROOK DISTRICT**

AN ORDINANCE AMENDING THE SEABROOK CITY CODE, APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 13, “TEMPORARY AND NONTEXT CHANGES,” SECTION 13.03, BY ADDING A NEW PARAGRAPH THIRTY (30) GRANTING A CONDITIONAL USE PERMIT FOR AN “OPEN AIR MARKET” TO BE LOCATED AT 1208 NORTH MEYER ROAD, WITHIN THE OS (OLD SEABROOK) ZONING DISTRICT AND ESTABLISHING ANY APPLICABLE CONDITIONS FOR THE OPERATION OF THE BUSINESS IN ACCORDANCE WITH LAW; PROVIDING A PENALTY IN AN AMOUNT OF NOT TO EXCEED \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Russell Hatfield of Brunch Party Market requests the issuance of a Conditional Use Permit (“CUP”) to allow for the operation of an “Open Air Market” to be located in a OS (Old Seabrook) district in accordance with the requirements of Section 4.11.13 of the City’s Comprehensive Ordinance which is Attachment A of the Code of the City of Seabrook (“Zoning Ordinance”); and

WHEREAS, the City’s Zoning Ordinance, Section 3.15 requires the issuance of a Conditional Use Permit to allow for the operation of an “Open Air Market” in an OS zoning district; and

WHEREAS, the Planning and Zoning Commission of the City of Seabrook has conducted a public hearing, received input from staff and has issued its final report recommending approval of the subject CUP; and

WHEREAS, all required hearings on this matter have been held, all criteria have been established for consideration by City Council, and the applicant has agreed to comply with all ordinances of the City of Seabrook;

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

SECTION 1. FINDINGS OF FACT.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its application for CUP, the final report from the Planning & Zoning Commission September 18, 2025 recommending this CUP and the minutes of City Council of November 4, 2025 and November 18, 2025), the performance of which City Council is specifically relying upon in granting this CUP, as provided hereafter.

49
50 **SECTION 2. USE PERMITTED.**
51

52 A Conditional Use Permit is hereby granted to allow for the operation of an “Open Air
53 Market”, in the OS (Old Seabrook) district located at 1208 North Meyer Road. Such Conditional
54 Use Permit shall be in conformance with all conditions contained herein, and city ordinances,
55 including the Comprehensive Zoning Ordinance and Subdivision Ordinance, specifically
56 including 4.11.13 of the Comprehensive Code.
57

58 **SECTION 3. AMENDMENT TO THE CODE.**
59

60 The Code of the City of Seabrook, Appendix A, “Comprehensive Zoning”, Article 13,
61 Section 13.03 “Conditional use permits granted” is hereby amended by adding a new paragraph
62 thirty (30) which shall read as follows:
63

64 **“(30) By Ordinance No. 2025-22, a conditional use permit was granted to allow the**
65 **operation of an “Open Air Market” at 1208 North Meyer Road which is located in an OS**
66 **zoning district. This permit shall not be transferred to any other address.”**
67

68 **SECTION 4. INCORPORATION INTO THE CODE; PENALTY CLAUSE.**
69

70 This Ordinance is hereby incorporated into and made a part of the Seabrook City Code
71 and violation of any provision hereof shall be subject to the penalty described in said Code,
72 Section 1-15 “General Penalty; continuing violations” which provides that any person who shall
73 violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon
74 conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall
75 constitute a separate offense.
76

77 **SECTION 5. REPEAL OF CONFLICTING ORDINANCES.**
78

79 All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent
80 of such inconsistency or conflict, hereby repealed.
81

82 **SECTION 6. SEVERABILITY.**
83

84 In the event any clause, phrase, provision, sentence, or any part of this Ordinance or the
85 application of the same to any person or circumstances shall for any reason be adjudged invalid
86 or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or
87 invalidate this Ordinance as a whole or any part or provision hereof other than the part declared
88 to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares
89 that it would have passed each and every part of the same notwithstanding the omission of any
90 such part thus declared to be invalid or unconstitutional, whether there be one or more parts.
91

92 **SECTION 7. NOTICE.**

93
94 The City Secretary shall give notice of the enactment of this Ordinance by promptly
95 publishing it or its descriptive caption and penalty after final passage in the official newspaper
96 of the City; the Ordinance to take effect upon publication.
97

98 **PASSED, APPROVED, AND ADOPTED** on first reading with a quorum present, by an
99 affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City
100 Charter Section 2.10 on this 4th day of November, 2025.
101

102 **PASSED, APPROVED, AND ADOPTED**, as revised on final reading with a quorum present,
103 by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook
104 City Charter Section 2.10 on this 18th day of November, 2025.
105
106
107

108 By:

109 _____
James J. Sweeney

110 Mayor

111 ATTEST:

112
113
114 By:

115 _____
Rachel Lewis

116 City Secretary
117

118 APPROVED AS TO FORM:
119
120

121 _____
122 David Olson

123 City Attorney

**CITY OF SEABROOK
ORDINANCE NO. 2025-24**

**AMENDING THE CITY OF SEABROOK CITY CODE OF
ORDINANCES TO UPDATE “APPENDIX B” “MASTER FEE
SCHEDULE”**

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, TO UPDATE “APPENDIX B”, ENTITLED “MASTER FEE SCHEDULE” BY UPDATING AND AMENDING “CITY SECRETARY’S OFFICE FEES”; AND “EMERGENCY MEDICAL SERVICES FEES”; AND “MUNICIPAL COURT FEES”; AND “PARKS AND RECREATION FEES”; AND “SANITATION FEES” AND “POLICE FEES” MAKING FINDINGS OF FACT; REPEALING AND REPLACING ALL REFERENCES TO SUCH FEES AND CHARGES IN ALL ORDINANCES OR RESOLUTIONS IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seabrook (“City Council”) seeks to provide for reasonable fees and charges for municipal services in order to recoup the cost of conducting municipal business on the public’s behalf without unduly relying on taxes; and

WHEREAS, the City Council approved Ordinance 2017-11 on April 4, 2017, establishing a Master Fee Schedule, in light of the municipal effort and resources that must be expended to operate, maintain, and provide services of the City of Seabrook to citizens, property owners, and parties doing business within the City; and

WHEREAS, the City Council finds that adoption of a Master Fee Schedule to consolidate all City fees and charges into one document provides a single and convenient location for a list of all fees charged by the City of Seabrook; and

WHEREAS, the fees and charges approved and instituted by this ordinance are consistent with, and in accordance with, the annual budget for the City; and

WHEREAS, when new fees and/or charges are needed or required in order to abide by new legislation, such Master Fee Schedule will be amended and updated to include the necessary new fees and/or charges; and

WHEREAS, such amended and updated Master Fee Schedule is intended to repeal and replace all existing fees in conflict with the fee schedule listed on Appendix B attached and incorporated as part of this Ordinance, save and except water and wastewater impact fees which are wholly contained in a separate Ordinance.

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

SECTION 1. FINDINGS

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

SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE

The Seabrook City Code of Ordinances is hereby amended to update “Appendix B”, entitled “Master Fee Schedule”, by updating and amending City Secretary’s Office fees, Emergency Medical Services fees, Parks and Recreation fees; Municipal Court fees, Police fees, and Sanitation fees as attached and incorporated herein into the City of Seabrook Code of Ordinances.

SECTION 4. INCORPORATION INTO THE CODE; PENALTY CLAUSE

This Ordinance is hereby incorporated into and made a part of the Seabrook City Code and violation of any provision hereof shall be subject to the penalty described in said Code, Section 1-15 “General Penalty; continuing violations”.

SECTION 5. CONSOLIDATING ALL FEES AND CHARGES FOR MUNICIPAL SERVICES INTO ONE DOCUMENT

All City fees and charges for municipal services, except as previously provided herein, are hereby intended to be consolidated into one document, Appendix B, so approved and attached and made a part of the Seabrook City Code of Ordinances and incorporated herein.

SECTION 6. RESOLUTION OF CONFLICTING ORDINANCES AND PROVISIONS

In the event of a conflict or inconsistency between this ordinance and any other resolution, code or ordinance of the City, it is the intent that the fees and charges provided herein shall control, but not fees and charges made the basis of other specific provisions of the Code, which by way of illustration include but are not limited to the provisions of the Comprehensive Zoning Ordinance, Water and Wastewater Impact Fees Ordinance. Nothing adopted herein is intended to, in any way, nor shall any such provision be deemed to supersede or control over such provisions or any other fee or charge which may have been inadvertently omitted in this Ordinance.

SECTION 7. SAVINGS CLAUSE

All rights and remedies of the City of Seabrook are expressly reserved and saved as to any and all provisions of any ordinance affecting fees of the City and to any and all violations of the provisions of any prior ordinance pertaining thereto which have accrued as of the effective date of this ordinance; and as to such accrued fees, collection activity, violations, and any pending litigation, both civil and criminal, whether pending in court or not, under such prior ordinances, same shall not be affected by this ordinance but may be prosecuted and pursued until final disposition.

SECTION 8. SEVERABILITY

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

SECTION 9. NOTICE

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

PASSED AND APPROVED with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on **first reading, this 4th day of October 2025.**

PASSED AND ADOPTED with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10, on **second and final reading, this 18th day of November 2025.**

By: _____
Jim Sweeney, Mayor

ATTEST:

By: _____
Rachel Lewis
City Secretary

RESOLUTION NO. 2017-XX
THE MASTER FEE SCHEDULE FOR THE CITY OF SEABROOK

A RESOLUTION OF THE CITY OF SEABROOK AMENDING AND UPDATING VARIOUS CITY FEES AND ADOPTING A MASTER FEE SCHEDULE FOR THE CITY OF SEABROOK AND REPEALING AND REPLACING ALL OTHER FEE SCHEDULES IN CONFLICT WITH THIS RESOLUTION. THIS RESOLUTION REPLACES ALL ORDINANCES OR RESOLUTIONS OR PARTS OF ORDINANCES OR PARTS OF RESOLUTIONS

WHEREAS, THE CITY COUNCIL OF THE CITY OF SEABROOK DESIRES TO PROVIDE A SINGLE AND CONVENIENT LOCATION FOR A LIST OF ALL FEES CHARGED BY THE CITY OF SEABROOK; AND

WHEREAS, SUCH LIST IS INTENDED TO REPEAL AND REPLACE ALL EXISTING FEES IN CONFLICT WITH THE FEE SCHEDULE LISTED ON EXHIBIT A ATTACHED AND INCORPORATED AS PART OF THIS RESOLUTION; AND

WHEREAS THE CITY COUNCIL REVIEWED THESE FEES AND FINDS THAT THE AMENDMENT IS IN THE BEST INTEREST OF THE CITY; AND

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

THAT, EFFECTIVE IMMEDIATELY THE FOLLOWING MASTER FEE SCHEDULE SHALL APPLY AS APPLICABLE. IN CASE OF ANY CONFUSION OR AMBIGUITY THE CITY MANAGER WILL DEFINE THE USE CATEGORY AND DETERMINE THE APPLICABLE FEE.

Animal Control & Shelter		
A. Impoundment Fees		
1	Dogs and cats	\$25 per animal for the first day \$15 for each additional day
B. Adoption		
1	Cats	Administrative Fee \$20
2	Dogs	Administrative Fee \$20
C. Quarantine		
1	Animals returned to owner after 10 day required quarantine	\$300 for 10 days, \$30/day
D. Registration/Licensing		
1	Annual Neutered/Spayed	Free
	Annual Not Neutered/Spayed	\$10
2	Vicious Animal Registration	\$50 per animal
3	Microchip Animal	\$10
E. Disposal Fee		
1	Cat	\$10
2	Dog	\$15
City Secretary		
A. City Permit Fees		
1	Alcoholic Beverage Permit (Ord. No. 2007-09)	1/2 of amount of the state fee for each permit and license authorizing sale of alcohol/ annually, as determined by TABC.
2	Solicitor/Itinerant Vendor Permits (Ord.No. 2013-25)	
	Peddler or Solicitor	\$50 per month
	Canvasser	No fee
	Charitable Organization	Fees may be waived
3	Wrecker Application/Permit (Ord.No. 96-02)	\$125 per wrecker/annually
B. Public Information Records - Office of the Attorney General		
	Note: Fee is set by Open Records Act and Public Information Act found at Texas Administrative Code.	
1	Letter/legal size copy	\$0.10 per page
2	Oversized copy	\$0.50 per page
3	Specialty copies (i.e. 24" x 36" blueprints)	\$7 per page
4	Audio Cassettes	\$1 per tape
5	CD	\$1 each
6	Electronic Media (flash drives)	Actual cost
7	Postage	Actual cost
8	Retrieval from storage	Actual cost
9	Labor, clerical (50 pages or more)	\$15 per hour
10	Labor, programming	\$25.50 per hour
11	Police Accident Online Reports	\$6 each
12	Police Body camera footage	\$10 for each recording Additional \$1.00 per full minute of body worn camera video, if identical information has not already been obtained by a member of the public in response to a request for information
13	Police Offense reports	\$0.10 per page
C. Oil & Gas Drilling Application		
1	Oil and Gas Drilling Permit/Application fee	\$5000 (ordinance Sec 60-25)

Code Compliance		
A. Nuisance Abatement Removal		
1	Mowing (weeds, high grass, tree limbs)	Admin. Fee \$125/lot, per occurrence + cost of services
2	Removal of Accumulated Waste	Admin. Fee \$125/lot, per occurrence + cost of services
3	Junk Vehicle Removal	Admin. Fee \$125/lot, per occurrence + cost of services
B. Substandard Structure		
1	Demolition	Admin. Fee \$125/lot, per occurrence + cost of services
Emergency Medical Services		
1	Advanced Life Support (ALS)	~~\$1500~~ \$1600
2	Advanced Life Support with 2 or more advanced interventions (ALS2)	\$1,800
3	Basic Life Support (BLS)	~~\$1300~~ \$1400
4	Advanced Life Support Disposable Supplies (ALS Disp)	~~\$400~~ \$450
5	Basic Life Support Disposable Supplies (BLS Disp)	~~\$250~~ \$350
6	Oxygen (O2)	~~\$125~~ \$150
7	Transport Mileage (Mileage)	\$24 per mile
8	Treat No Transport (TNT)	\$250
Filming		
A. Administrative Fee		
1	Application - Commercial filming	\$50
Finance		
A. Returned Check Fee		
1	Insufficient Funds (Res. No. 2014-01 Establishing Water Utility Fees)	\$25 per occurrence
B. Hotel/Motel Occupancy Tax (Ord. No. 2012-21)		
		7% of room price, does not include food/drink
Municipal Court		
A. Public Information Records		
1	Letter/legal size copy	\$0.10 per page
2	CD	\$1 each
3	Electronic Media (flash drives)	Actual cost
4	Postage	Actual cost
5	Retrieval from storage Computer programming or data manipulation	Actual cost \$28.50 per hour
6	Labor, clerical (50 pages or more)	\$15 per hour
Notary Fees - Non-residents		
1	Protesting a bill or note for non-acceptance or non-payment, register and seal	\$4.00
2	Each notice of protest	\$1.00
3	Protesting in all other cases	\$4.00
4	Certificate and seal to a protest	\$4.00
5	Taking the acknowledgment or proof of any deed or other instrument in writing, for registration, including certificate and seal:	
	for the first signature	\$6.00
	for each additional signature	\$1.00
6	Administering an oath or affirmation with certificate and seal	\$6.00
7	All certificates under seal not otherwise provided for	\$6.00
8	Copies of all records and papers in Notary Public's Office, for each page	\$0.50
9	Taking the depositions of witnesses, for each 100 words	\$0.50
10	Swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition	\$6.00
11	All notarial acts not provided for	\$6.00

Parks and Recreation	
A. Facility Rental Fee	
Resident: Individuals must reside or own property within City Limits and Non- profit Local Groups must have membership made up of at least 51% city residents.	
Waiving of the rental fee may be approved if group provides significant service to the Seabrook community and roster is 51% city resident.	
All fees shall be charged to the applicant for each City rental facility	
1 Replacement Keys, Lock, Gate, Remote Fee	\$50
2 Alcohol Fee	\$30 per event
3 Custodial Fee (required for Full Day Rentals at Carothers)	\$250
4 Gazebo Rental Fee	
Deposit: RESIDENT	\$50
Deposit: NON-RESIDENT	\$100
Full Day Rental: RESIDENT	\$50
Full Day Rental: NON-RESIDENT	\$100
5 Bayside Cabana Rental Fee	
Deposit: RESIDENT	\$50
Deposit: NON-RESIDENT	\$60
Full Day Rental: RESIDENT	\$50
Full Day Rental: NON-RESIDENT	\$65
6 Brummerhop Pavilion Rental Fee	
Deposit: RESIDENT	\$100
Deposit: NON RESIDENT	\$150
Full Day Rental: RESIDENT	\$60
Full Day Rental: NON RESIDENT	\$80
7 Brummerhop Cabana Rental Fee	
Deposit: RESIDENT	\$50
Deposit: NON RESIDENT	\$60
Full Day Rental: RESIDENT	\$50
Full Day Rental: NON RESIDENT	\$65
8 Community House Rental Fee	
Deposit: Resident or Non-Profit	\$250
Deposit: Non Resident or For-Profit	\$300
TV Use	\$20
Mon - Thurs Rental (maximum 12 hours): RESIDENT	\$300
Mon - Thurs Rental (maximum 12 hours): NON RESIDENT	\$400
~~Mon - Thurs Rental (maximum 4 hours): RESIDENT/Non-profit/ Local Groups~~	~~\$100~~
Mon - Thurs Rental (maximum 4 hours): Non Profit/Civic Groups(must provide IRS 501(c)(3) documentation Maximum 3 sessions per week.	\$25 hr
Mon - Thurs Rental (maximum 4 hours): For-Profit/Private instructors (classes, workshops, commercial use). Maximum 3 sessions per week.	\$50 hr
Fri - Sun Rental (maximum 12 hours): RESIDENT	\$450
Fri - Sun Rental (maximum 12 hours): NON RESIDENT	\$800

Consecutive Community House 12 hour rentals by one applicant are eligible for residential rate for the second day	
Deposit: RESIDENT	\$100
Deposit: NON RESIDENT	\$150
Full Day Rental: RESIDENT	\$100
Full Day Rental: NON RESIDENT	\$150
8 Miramar Pavilion Rental Fee	
Deposit: RESIDENT	\$100
Deposit: NON RESIDENT	\$150
Full Day Rental: RESIDENT	\$75
Full Day Rental: NON RESIDENT	\$100
9 Swimming Pool Cabana Rental Fee	
Deposit: RESIDENT	\$50
Deposit: NON RESIDENT	\$60
Half Day Rental (maximum 4 hours): RESIDENT	\$25
Half Day Rental (maximum 4 hours): NON RESIDENT	\$40
Full Day Rental (maximum 9 hours): RESIDENT	\$40
Full Day Rental (maximum 9 hours): NON RESIDENT	\$55
10 Swimming Pool Party Room Rental Fee	
Deposit: RESIDENT	\$60
Deposit: NON RESIDENT	\$70
Full Day Rental (maximum 9 hours): RESIDENT	\$100
Full Day Rental Non Resident Rate(maximum 9 hours):NON RESIDENT	\$150
B. Aquatic Fees	
* proof of residency (valid driver's license or City of Seabrook water bill)	* matching address
Fees apply to all who enter the City Pelican Bay Pool's gated facility	
1 Season Passes	
Qualified disabled Seabrook resident admission	\$0
Individual *RESIDENT Ages 2 & older	\$25/season
Individual NON RESIDENT: Ages 2 & older (includes non resident senior citizens)	\$150/season
Individual *RESIDENT Senior Citizen (65 years of age & older)	\$0/season
2 Daily Pool Fees	
Daily Admission, 2 - 17 years of age:*RESIDENT	\$2
Daily Admission, 2 - 17 years of age: NON RESIDENT	\$6
Daily Admission, 18 - 64 years of age: * RESIDENT	\$4
Daily Admission, 18 - 64 years of age: NON RESIDENT	\$8
Daily Admission, 65 years of age & older: * RESIDENT	\$0
Daily Admission, 65 years of age & older: NON RESIDENT	\$8

	Adult Lap Swim session: *RESIDENT only	\$0
	Seabrook City Business Day Care	\$1/ per child/ per day
	Non Seabrook City Business Day Care	\$3/ per child/ per day
	Seabrook Hotel/Motel/ B&B Occupants	Same as Resident Rate with voucher
3	Swim Lessons (registration until classes are filled)	
	Sessions *RESIDENT six lesson for 40 minute	\$40
	Sessions NON RESIDENT: six lesson for 40 minute	\$60
4	Swim Team	
	Qualified City sponsored organization rates are based on City's responsibilities and organizations participation	
	Organization may be invoiced with collective use totals at the end of the season	
	Lanes	\$3/per lane/per hour
	Custodian fee	\$20/per day
	Non resident individual participants' one time season fee	\$15/per person
C.	Park Fee	
1	Pine Gully entrance fee, per vehicle	
	Monday-Sunday(including Holidays): RESIDENT	Free
	Monday-Thurs: NON RESIDENT, Under 65 years of age	\$5
	Monday-Thurs: NON RESIDENT, Veteran or 65 years of age+	\$5
	Friday-Sunday: NON RESIDENT, Under 65 years of age	\$10
	Friday-Sunday: NON RESIDENT, Veteran or 65 years of age+	\$10
	HOLIDAY/HOLIDAY WEEKENDS	*Holiday Weekend rates are charged if the holiday falls on Fri-Sun. Holidays that fall on Mondays follow the Holiday Weekend rates
	Easter, Memorial Day, July 4th & Labor Day	
	Holidays: NON RESIDENT, Under 65 years of age	\$30
	Holidays: NON RESIDENT, Veteran or 65 years of age+	\$10
	Seabrook Hotel/Motel/ B&B Occupants	Same as Resident Rate with voucher
D.	Bay Area Veterans Memorial	
	Engraved brick, up to 3 lines of text; each line up to 16 characters	\$150
	Granite Plaque - Full Slab	\$500
Planning & Zoning / Community Development / Building Department		
5	Conditional Use Permit	\$1,000
6	Board of Adjustment Request	\$500 per request
7	Master Sign Plan	\$500 per request
B.	Zoning Change/Amendments	
	Note: Includes Zoning Changes and Zoning Amendment applications where public hearing and legal notice is required.	
1	Zoning Change (Res. No. 2007-13)	\$750
2	Planned Unit Development (PUD)	\$1,500
C.	Residential/Commercial Construction Fees	
	Residential and Commercial Renovation, Additions and Repairs Exclusive to: Roof Replacement, Window Replacement, Siding Replacement, Patio / Paving / Driveway and Sidewalk Replacement, Foundation Repair, and Storage Shed under 300 S.F. Flat Permit Fee	\$75 - Residential Storage Sheds \$150 - Residential \$300 - Commercial
	PERMIT FEE PER SQUARE FOOT: General Construction fees (includes new construction, renovations, additions, accessory buildings, decks, carport, swimming pools).	\$0.50 per Square Foot

J. Plumbing Fees		
1	Scheduled Base Fee: (Minimum Permit Fee)	\$75.00
2	Each Plumbing Fixture, Floor Drain or Trap	\$10.00 ea.
3	Sewer (New, Replaced, or Repaired)	\$20.00 ea.
4	Each Gas Fixture Outlet	\$10.00 ea.
5	Water Heater (New, Replaced, Repaired)	\$25.00 ea.
6	Boilers (Per 500k Btu of Input)	\$25.00 ea.
7	Special Interceptor (Grease, Sand, Acid, Etc.)	\$25.00 ea.
K. Landscape Irrigation Permit		
1	Scheduled Base Fee: (Minimum Permit Fee)	\$75.00
2	Backflow Assembly	\$25.00 ea.
3	Sprinkler Head	\$0.50 ea.
4	Zone Valve	\$10.00 ea.
L. Mechanical /HVAC Permits		
1	Scheduled Base Fee: (Minimum Permit Fee)	\$75.00
2	Each Cooling Unit < 5 Ton	\$35.00 ea.
3	Cooling Units over 5 Ton (Per Ton)	\$10.00 ea.
M. Pipeline Permit		
1	Pipeline Permit	\$1,000 per pipeline (ordinance #2014-13)
2	Annual Renewal (New pipeline)	\$2500 per pipeline per year (ordinance #2014-13)
3	Permit Transfer	\$500 (ordinance #2014-13)
N. Plan Review / Building Inspection Fees		
1	Plan review fee (When the area of the proposed construction exceeds 300 S. F. and a plan is required, a plan-review fee shall be paid in addition to the Building permit fee.) 2007-13	Said plan-review fee shall be equal to one-half of the construction permit fee as set forth above. (C. Residential / Commercial Construction Fees)
2	Re-inspection Fee (Res. No. 2003-26)	\$75.00 ea.
3	Commercial Inspection Fee (When the valuation of Commercial Trades Work is equal to or exceeds \$25,000, an additional inspection fee is due.) 2007-13	Said Inspection fee shall be equal to the permit fee total as set forth above.
4	Public Works Inspection (inspection on roads and utilities for new developments) - Res. No. 2007-13	2007-13: Actual charge billed to the city by third party inspector.

O. Impact Fees for New Construction					
1	Parks Impact Fee Amount per Residential Living Unit \$250.00				
2	EDU: Equivalent Dwelling Unit				
Water Impact Fee Amount per EDU			\$2,910.00		
Waste Water Impact Fee Amount per EDU			\$2,813.00		
Meter Type	Meter Size (inches)	Continuous Duty Maximum Rate (gpm)	Ratio to 5/8 inch Meter (Equiv. # of EDUs)	Fee for Water	Fee for Wastewater
Simple	5/8 x 3/4	10	1	\$2,910	\$2,813.00
Simple	3/4	15	1.5	\$4,365	\$4,219.50
Simple	1	25	2.5	\$7,275	\$7,032.50
Simple	1.5	50	5	\$14,500	\$14,065.00
Simple	2	80	8	\$23,280	\$22,504.00
Compound	2	80	8	\$2,328	\$22,504.00
Turbine	2	100	10	\$29,100	\$28,130.00
Compound	3	160	16	\$46,560	\$45,008.00
Turbine	3	240	24	\$69,840	\$67,512.00
Compound	4	250	25	\$72,750	\$70,325.00
Turbine	4	420	42	\$122,220	\$118,146.00
Compound	6	500	50	\$145,500	\$140,650.00
Turbine	6	920	92	\$267,720	\$258,796.00
Compound	8	800	80	\$232,800	\$225,040.00
Turbine	8	1600	160	\$465,600	\$450,080.00
Compound	10	1150	115	\$334,650	\$323,495.00
Turbine	10	2500	250	\$727,500	\$703,250.00
Turbine	12	3300	330	\$960,300	\$939,290.00
* Fees may vary based on the actual date of developments recordation. Impact fees are collected at the time of development (Plat) recordation or issuance of construction permit. Current					

Police:		
A	Golf Cart Regulation	
1	Registration Fee	\$50
2	Bi-Annual Renewal	\$25
B	Security	
1	Off-Duty Security Officer (paid directly to officer) - for City facilities and events only	~~\$40/hr (min. 4 hours)~~ \$50/hr (min. 4 hours)
2	Off-Duty Security Officer (paid directly to officer) / Holidays - for City facilities and events only	\$50/hr (min. 4 hours)
3	Traffic Officer (Traffic control or Road Closure)	\$50/hr (min. 4 hours)
Public Works - Streets		
A	Street Light Fees	
1		Subdivision Standard, Developer pays all construction costs and 1st year electrical fees. City is responsible for electrical costs beyond the first year, from date the light installation notice was received from developer.
B.	Public Safety	
1	Deployment & Retrieval in addition to equipment rate	\$200
2	Electric Message Board	\$200/day/each
3	A- Frame barricade	\$2/day/each
4	8' or 12' barricade	\$2/day/each
5	Cones	\$2/day/each
6	Stop / Detour sign	\$10/day/each
	Right Of Way (ROW) Fees	
1	A permit fee is required to be paid for any work done in city-owned rights-of-way. The ROW permit fee does not apply to the city's existing utility franchisees or to entities exempt by law from payment of a right-of-way work permit fee (including their contractors)	\$80 each
2	Application fee for network providers	
	Up to five network nodes	\$100
	Each additional network node	\$50
	Resubmission of denied application	Actual costs
3	Public right-of-way rates for network providers	
	Public right-of-way rate	Annual rate of \$250 multiplied by number of network provider's network nodes in public rights-of-way
	Annual adjustment to public-right-of-way rate	One-half the annual change to the Consumer Price Index for All Urban Consumers for Texas, as published by the federal Bureau of Labor Statistics as published in February for the preceding twelve months
	Network provider's installation of its own transport facilities	In addition to public right-of-way rate, the sum of \$28 multiplied by number of network provider's network nodes in public rights-of-way until time payment exceeds monthly aggregate per node compensation
4	Collocation on service poles by network provider	\$20 per year per service pole
Sanitation/Garbage Collection Rates Effective first full cycle after October 1, 2025		
A.	Base Rate - All rates include the City's 15% Franchise Fee and 8% Billing Fee	
1	Residential ***	~~\$31.03~~ \$32.06 per month; additional totes (trash & recycling) \$6.15 \$6.35 /per month
2	Commercial Hand Collect	~~\$78.30~~ \$80.89 per month; up to 4 additional totes (trash) \$22.88 \$23.64 /per month

*** Persons sixty-five (65) years of age and older shall be exempt from paying a residential sanitation charge but shall still be eligible for carts from the City. Proof of age is required for this exemption.				
B. Commercial Collection Frequency/Rate				
1	2 yd. container			1x/wk: ~~\$95.87~~ \$99.04 2x/wk: ~~\$191.73~~ \$198.08 3x/wk: ~~\$287.60~~ \$297.12 4x/wk: ~~\$383.46~~ \$396.15 5x/wk: ~~\$479.33~~ \$495.20 6x/wk: ~~\$575.20~~ \$594.24
2	3 yd. container			1x/wk: ~~\$143.80~~ \$148.56 2x/wk: ~~\$287.60~~ \$297.12 3x/wk: ~~\$431.40~~ \$445.68 4x/wk: ~~\$575.20~~ \$594.24 5x/wk: ~~\$719.00~~ \$742.80 6x/wk: ~~\$862.80~~ \$891.36
3	4 yd. container			1x/wk: ~~\$191.73~~ \$198.08 2x/wk: ~~\$362.16~~ \$374.15 3x/wk: ~~\$575.20~~ \$594.24 4x/wk: ~~\$766.93~~ \$792.32 5x/wk: ~~\$958.66~~ \$990.39 6x/wk: ~~\$1,150.39~~ \$1,188.47
4	6 yd. container			1x/wk: ~~\$287.60~~ \$297.12 2x/wk: ~~\$416.42~~ \$429.17 3x/wk: ~~\$623.13~~ \$643.76 4x/wk: ~~\$830.84~~ \$858.34 5x/wk: ~~\$1,038.55~~ \$1,072.93 6x/wk: ~~\$1,150.39~~ \$1,188.47
5	8 yd. container			1x/wk: ~~\$298.25~~ \$308.12 2x/wk: ~~\$468.68~~ \$484.19 3x/wk: ~~\$639.11~~ \$660.26 4x/wk: ~~\$852.14~~ \$880.35 5x/wk: ~~\$1,065.18~~ \$1,100.44 6x/wk: ~~\$1,214.31~~ \$1,254.50
C. Extra Pick Up Fee				
1	2 yd.			~~\$24.60~~ \$25.41
2	3 yd.			~~\$36.90~~ \$38.12
3	4 yd.			~~\$49.20~~ \$50.83
4	6 yd.			~~\$73.80~~ \$76.24
5	8 yd.			~~\$98.40~~ \$101.66
D. Permanent Roll-Off Bin / Compactor Rates				
Permanent Roll-Off Bin / Compactor Rates				
Cost Per Pick Up				
Roll Off Size	Initial Delivery	Monthly Rental	Collection	Disposal
~~28 Cu. Yd~~	~~\$235.52~~	~~\$196.27~~	~~\$374.44~~	~~\$381.94~~
	~~\$243.32~~	~~\$202.77~~	~~\$386.83~~	~~\$394.58~~
~~40 Cu. Yd~~	~~\$235.52~~	~~\$196.27~~	~~\$374.44~~	~~\$561.62~~
	~~\$243.32~~	~~\$202.77~~	~~\$386.83~~	~~\$580.21~~
E. Miscellaneous Rates				
1	Relocate Fee			~~\$174.94~~ \$180.73
2	Lock Per Month			~~\$44.67~~ \$46.15 per month
3	Commercial Overage Fee / Unusual Accumulations			~~\$174.92~~ \$180.71 per collection
4	Transportation and Disposal Cost of Non-Recyclables Rejected			~~\$59.68~~ per ton
5	Front Load compacted per cubic yard			~~\$26.68~~ \$27.46
6	Castor charge per container per month			~~\$32.87~~ \$33.96
Short Term Rentals				
1	Application Fee			\$300.00

2	Permit Renewal Fee	\$300.00
Special Events		
A. City Facility Special Event Fee		
1	Special Event application fee (City Council can waive fee for non-profit organizations, Res. No. 94-12)	\$75.00
	Special Event Permit Application Late Fee (if submitted 30-44 days prior to event)	\$50.00
	Special Event Permit Application Late Fee (if submitted 20-29 days prior to event) Applications submitted less than 20 days prior to event will not be accepted.	\$100.00
2	Deposit- Refundable	
	Non parade/organized walk or run/sporting event Special Events	TBD by Special Event Committee, if applicable
	Up to and including 200 parade/organized walk or run/sporting event participants (Res. No. 94-12)	\$200.00
	201-500 parade/organized walk or run/sporting event participants (Res. No. 94-12)	\$300.00
	500+ parade/organized walk or run/sporting event participants (Res. No. 94-12)	\$500.00
3	Clean up determined by size and type of event	TBD by Special Event Committee, if applicable
B. Banner Installation and Removal		Pass along of invoice from City preferred contractor
Tourism and Art Programs		
A. Seabrook Pelican		\$3,125.00
1	Pelican Fabrications	\$1,250.00
2	Artist Commissions	\$1,000.00
3	Pelican Top Coat	\$300.00
4	Cement Pad/Mount	\$275.00
5	Pelican Maintenance Fund	\$300.00
Utility Fees ***		
A. Security Deposit		
1	Homeowner, multi-family living unit equivalent	\$100.00
2	Tenant or Lessee	\$200.00
3	Builder's deposit, per unit, payable at time of water tap	\$25.00
4	Temporary Hydrant Construction Meter	\$1,500.00
5	Commercial; 3 months average use, but not less than	\$100.00
6	Irrigation Deposit	\$100.00
B. Water Service Fee Due to Non-payment		\$55.00
1	Service Fee for non-payment	\$30.00
	Allowance for doubtful accounts (RES. 2013-26)	\$25.00
C. Water Collection Fee (Late Charge)		10% of the amount past due and unpaid shall be added to regular charges
D. Meter Tampering Fees per offence		
1	Meter reset due to pulling	\$100.00
2	Meter lock broken	\$100.00
3	Saddle Corp, Service Line, Curb Stop, Pigtail or Box damaged or broken	Material Cost
4	Antenna damaged or disconnected	Material Cost
5	Meter lock removed	\$100.00
6	Meter broken	Material Cost
7	Meter stolen	Material Cost
8	Unauthorized connection inserted	\$100.00
9	Unauthorized water usage	\$100.00
E. Theft of Water Service		
	Note: Theft of water services shall refer to any customer who reconnects water services in any way, after the City has disconnected the water for nonpayment of delinquent bill or otherwise.	Delinquent amount + Water reconnect fee of \$25 + Meter Reset fee + Meter Tampering fee
	Fee breakdown:	
1	Delinquent Amount	Balance on account
2	Reconnect Fee	\$25.00
3	Meter Reset Fee	\$100.00
4	Meter Tampering Fee	\$100.00
F. Water Tap		
1	3/4"	\$841.00
2	1"	\$877.00
3	1 1/2"	\$1,774.00
4	2"	\$1,899.00
G. Water Service "Material Cost"		
Size	Saddle Corp Stop Service Line Curb Stop Meter Antenna Pig-tail Box w/lid	TOTALS

3/4"	\$265.00	\$70.00	\$20.00	\$118.00	\$264.00	\$30.00	\$22.00	\$52.00	\$841.00
1"	\$265.00	\$70.00	\$20.00	\$118.00	\$300.00	\$30.00	\$22.00	\$52.00	\$877.00
1.5"	\$265.00	\$334.00	\$50.00	\$437.00	\$526.00	\$30.00	\$80.00	\$52.00	\$1,774.00
2"	\$265.00	\$334.00	\$50.00	\$437.00	\$651.00	\$30.00	\$80.00	\$52.00	\$1,899.00

H. Water Meter Re-Reads		
1	Note: If the City has made an error, then the fee will be refunded to the account.	\$25 per request
I. Water Meter Test Fee		
1	1" or smaller meters, in-house	\$50.00
2	1 1/2" or larger, outside contractor	Actual cost of outside contractor
J. Meter Audit		
	Note meter read a maximum of two times	\$50.00
K. Pretreatment Fees-Surcharge Industries		
1	Contract Laboratory Services	City's cost per sampling event
2	Administrative Fee	\$25 per hour
L. Water Rates Effective w/Sept 15-Oct 15 billing cycle		
	Water rates for single meter residential and all commercial customers (single customer and multi customer commercial meters)	
	Water rates for single meter residential and all commercial customers (single customer and multi customer commercial meters)	
1	Meter Size	Minimum bill (for first 2,000 gal.)
	5/8"	\$21.60
	3/4"	\$21.60
	1"	\$54.02
	1.5"	\$108.02
	2"	\$172.84
	3"	\$324.06
	4"	\$540.12
	6"	\$1,080.24
	8"	\$1,728.38
	10"	\$2,484.55
	All over 2,000 gallon. to 10,000 gallons	\$7.56 per thousand gallons
	All over 10,000 gallons to 15,000 gallons	\$9.00 per thousand gallons
	All over 15,000 gallons	\$10.75 per thousand gallons
2	Water rates for multi-family meter customers	
	All gallons over the minimum allotment will be charged as follows:	a minimum charge of \$21.60 per month/per living unit. Minimum charge will include usage of up to 2,000 gallons per month, per unit
	4,001 to 10,000 gallons	\$9.00 per thousand gallons
	All over 10,000 gallons	\$9.00 per thousand gallons
	Water rates for multi-family meter customers (less than 5 units)	
	All gallons over the minimum allotment will be charged as follows:	a minimum charge of \$21.60 per month/per living unit. Minimum charge will include usage of up to 2,000 gallons per month, per unit
	4,001 to 10,000 gallons	\$9.00 per thousand gallons
	All over 10,000 gallons	\$9.00 per thousand gallons
3	Sewer Rates - Residential	
	First 2,000 gallons	\$25.00
	All over 2,000 gallons, per 1,000 gallons	\$6.53
	Maximum charge based on 16,000 gallons	\$116.42
4	Sewer Rates - Commercial & Industrial	
	First 2,000 gallons	\$35.44
	All over 2,000 gallons, per 1,000 gallons	\$8.58
M. Wastewater Tap		
1	4 inch	Developer is responsible
2	6 inch	Developer is responsible

N. Waste Water Maintenance		
1	Reconnection to City main sewer line (Ord. No. 81-23)	\$200.00
2	Grinder pump maintenance fee (Ord. No. 87-07/ Code Sec 95-133, Code 1976 12-74; Code 1196 74-133)	
	Residential Customer	\$6/month
	Commercial Customer	\$25/month
DEFINITIONS:		
	<i>Light Commercial:</i>	Office and professional occupancy only
	<i>Commercial:</i>	All businesses other than above
	<i>Industrial:</i>	A process plant which discharges 70 percent or more of wastewater to storm sewer facilities as determined by the Director of Public Works
	<i>Multi-family meter:</i>	Any water meter which serves more than one (1) living unit. For example, an apartment building has one (1) water meter to serve 10 separate apartment units. Or a duplex has one (1) water meter to serve two (2) separate duplex units
	<i>Multi customer commercial meter:</i>	Any water meter which serves more than one (1) business or commercial enterprise. For example, a shopping plaza has one (1) water meter to serve 10 separate businesses/or shops
	<i>Single customer meter:</i>	Any water meter which serves only one (1) living unit or one (1) commercial business or store
*** on March 8, 1988, the City of Seabrook entered into a contract with the City of Pasadena to purchase potable water; the City of Seabrook received a letter from the City of Pasadena dated August 10, 2016, which stated the base price per thousand gallons of water being sold to the City of Seabrook was increasing from .7297 to .8937; the City Council intends to adjust water rates to compensate for the increased charge from the City of Pasadena; and the City Council intends to adjust water and sewer rates sufficient to pay the debt service for the Certificates of Obligation.		

Supporting Documents

Subject (section)	Have or Need	Document	Comments
Animal Control & Shelter			
H4	H	Ord. No. 90-09	Defines Vicious Animal and Vicious Animal Registration
A- J	H	Res. No. 2013-14	list rates and also verbiage "Vicious Animal"
J	H	Res. No. 2013-14	Animal Establishment Permits/fees will be removed. Resolution No. 2013-14 needs to be referenced as changed
City Secretary			
Alcohol Permit	H	Ord. No. 2007-09, Sec. 6-10	
Alcohol Permit	H	<Municode> Code of Ordinances, Sec. 6-10	
Peddler Permit	H	Ord. No. 2013-25	\$50 / month
Wrecker Permit	H	Ord. No. 96-02, Sec 28-2	Application to engage in City initiated business - \$125 wrecker business (no resolution found)
Wrecker Permit	H	<Municode> Code of Ordinances Sec 100-32	
Public Informaiton /Records	H	Charges for Open Records: Bound City Documents	no resolution or ordinances - per City Secretary
	H	Texas Administrative Code	https://texreg.sos.state.tx.us/public/readtac\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=3&ch=70&rl=3
Oil & Gas Permit	H	<Municode> Code of Ordinances, Sec. 60-25	application form; filing fee
	H	<Municode> Code of Ordinances Sec 60-36	Application for permit is made w/City Secretary
Code Compliance			
A-B	H	Res. No. 2007-13	Comprehensive Fee Schedule (\$125 + cost of service)
Filming			
A-B	H	Ord. No. 2014-12, Sec. 22-130	regulations for commercial filming, application fees, W/o a \$ amount. Application has \$ error
Finance			
Returned check	H	Res. No. 2014-01	
Hotel/Motel Occupancy Tax	H	Ord. No. 2012-21	
Sales Tax			
Property Tax	H	Ord. No. 2016-25	
Mixed Beverage Tax	H	Tax Code Chapter 183	State Legislature Document. Set by State
Solid Waste			Waste Management contract CC approved 11/18/14
Cable Television	H	Ord. No. 94-40 & Ord. No. 2007-02	
Electric	H	Ord. No. 2006-26	
Gas	H	Ord. No. 2015-16	
Telecommunication			AT&T, Birch, Verizon, Etc. established by P.U.C. Updated in April.

Fire			
Fire/Sprinkler/Fire Alarm Permit	H	fdevper.doc-revision5	Application form. (Based on job value.. Under Building permit Res. No. 2007-13?)
	H	Res. No. 2007-13?	
Parks and Recreations			
Facility Rental Fees	H	Res. No. 2012-21	Updated Regulations for City Park Facilities Res. No. 2017-04
Carothers	H	Res. No. 2014-04	Updated Regulations for City Park Facilities Res. No. 2017-04
Planning & Zonning / Community Development/ Building Department			
A, B, D, I, K, L, N-R	H	Res. No. 2007-13	No specific verbiage for "building permit". Res. references "half of building permit fee" which seems based on General Construction total job value.
Planning Unit Dev. PUD (B)			
Licensing Fees (H)	H	Res. No. 2003-26	Res. No. 2003-26 and Res. No. 2007-13 has two different renewal fees
Licensing Fees (H)	H	Res. No. 2007-13	
Public Improvement Inspection Fee (J)			
Tree Removal (M)	H	Ord. Environmental Ch. 30 Article 2	
Sign Fees (N7)	H	Ord. No. 87-14	Pg 11 lists some \$ amounts, ref. Ord. No 81-04 Appendix K
Sign Fees (N7)	H	Res. No. 2002-07	ref. on Sign application as an attachment but has not mention of signs in resolution.
Sign Fees (N7)	H	Ord. No. 2001-01	pg 14 "city council shall establish a sign fee". No fees listed.
Sign Fees (N7)	H	Ord. No. 2009-18	pg 11 "city council shall establish a sign fee". No fees listed.
Sign Fees (N7)	H	Res. No. 2003-26	No mention of any sign fees
Pipeline Permit (S)	H	Ord. No. 2014-13 Sec 62-9 Permit fees	
Building Inspection Fees - Re-inspection fees(T)	H	Res. No. 2003-26	
Other Inspection fees (U)	H	Res. No. 2003-26 and Res. No. 2007-13	
Other Commercial Construction Fees (V)	H	Res. No. 2003-26	
Impact fees for new construction (W)	H	<Municode> Code of Ordinances, Sec. 85-157. , Ord. No. 2015-22	Amending Sec. 85-156 to 85-158
Police			
Copy Charge (A)		(State Charge: Open Records Act)	Accident report, online report, offence report
Golf Cart Regulation	H	Ord. No. 2010-31	
Security rate (B)	H	Res. No. 93-16, Ord. No. 2013-21	"Security Fee should be = to overtime pay" Off duty officer , alcohol served. Also for Special Event section. Not specific rate listed.
Sanitation/Garbage Collection			
A - G	H	Res. No. 2015-02	

Special Events			
City Facility Event Fee	H	Res. No. 94-12/ Ord. No. 2017-08	
Banner Installation & Removal			
Transportatin and Public Works Section			
Engineering Fees			
Utility Fees			
A, Q	H	Res. No. 2016-17	
B-C, H-I, L-O	H	Res. No. 2014-01	
Reconnection to city main sewer line (S)	H	Ord. No. 81-23, Code 1979 24-1.1	
	H	Code 1996, 74-112	
Grinder pump fee (S)	H	Ord. No. 87-07/ Code Sec 95-133 (code 1976, 12-74; Code 1996 74-133)	Pressure sewerlines & grinder pumps required for new construction.
Water Tap (J)	H	Ord. no. 81-23	listing 5/8", 3/4", 1", 1 1/2", 2"(Myra reference sheet)

Need supporting doc.

NOT INCLUDED IN MASTER
FEED SCHEDULE AS OF
2/2017

Court Department

* Any updates should be made on this xls. and copied to a Word doc. from the Word doc. and Paste Special as a picture or object onto the document to avoid distorting the format.

IMPACT FEE

Park Impact Fee Amount per Residential Living Unit				\$250.00
Water Impact Fee Amount per EDU				\$2,910
Wastewater Impact Fee Amount per EDU				\$2,813
Meter Type	Meter Size (inches)	Continuous Duty Maximum Rate (gpm)	Ratio to 5/8 inch Meter (Equiv. # of EDUs)	Fee for Water
Simple	5/8 x 3/4	10	1	\$2,910
Simple	3/4	15	1.5	\$4,365
Simple	1	25	2.5	\$7,275
Simple	1.5	50	5	\$14,500
Simple	2	80	8	\$23,280
Compound	2	80	8	\$2,328
Turbine	2	100	10	\$29,100
Compound	3	160	16	\$46,560
Turbine	3	240	24	\$69,840
Compound	4	250	25	\$72,750
Turbine	4	420	42	\$122,220
Compound	6	500	50	\$145,500
Turbine	6	920	92	\$267,720
Compound	8	800	80	\$232,800
Turbine	8	1600	160	\$465,600
Compound	10	1150	115	\$334,650
Turbine	10	2500	250	\$727,500
Turbine	12	3300	330	\$960,300

* Fees may vary based on the actual date of developments recordation. Impact fees are collected at the time of development (Plat) recordation or issuance of construction permit. **Current Rates per Ordinance 2022-09**

loc. The table can be copied
Master Fee xls. without

Fee for Wastewater

\$2,813.00
\$4,219.50
\$7,032.50
\$14,065.00
\$22,504.00
\$22,504.00
\$28,130.00
\$45,008.00
\$67,512.00
\$70,325.00
\$118,146.00
\$140,650.00
\$258,796.00
\$225,040.00
\$450,080.00
\$323,495.00
\$703,250.00
\$989,290.00

DEPARTMENT/SECTION	DIRECTOr or STAFF that can assist	MEETING DATE	UPDATED
ANIMAL CONTROL	DWAYNE VANSELOUS		
CITY SECRETARY	ROBIN HICKS		
CODE COMPLIANCE	ALANA ROHLFS		
COMMUNICATIONS / FILMING	LEAANN DEARNMAN		
FINANANCE	MIKE GIBBS		
PARKS & REC	KEVIN PADGETT/MYRA PEREZ		
PLANNING & ZONING	SEAN LANDIS		
COMMUNITY DEVELOPMENT	SEAN LANDIS		
POLICE	SEAN WRIGHT		
SPECIAL EVENTS	ROBIN HICKS		
UTILITY BILLING/SANITATION	MYRA PEREZ		

City Park Facility Reservations Fees
Reference Ordinance 2017-11 Master Fee Schedule

MISC. FEES / CLARIFICATIONS	
Alcohol Administrative Fee \$30 City will copy the Alcohol/Security Agreement form from the application and give to the renter and arrange for an officer(s) to be at the event.	Custodial Fee \$200 Required for Full Day rentals at Carothers and optional for Community House.
Resident: Individual must reside or own property within City of Seabrook City limits.	
Non-Profit/Local Groups: Group must be located and based within Seabrook City limits and their roster must include 51% residents (they must provide a list of participants name, addresses and phone numbers to the city to qualify for reduced rate.) If a roster is not available, the rental rate will not be waived. A roster from the event can be submitted along with a written request within 7 days after the event to request an adjustment to fees collected for City Manager/Designee approval.	
Waiving of Rental Fees for Non-Profit/Local Groups: Must provide 51% resident roster and demonstrate in writing that their use of the facility will provide a significant service to the City of Seabrook residents for City Manager/Designee approval. If approved, rental fee will be refunded.	

Community House		
Resident	Deposit	Rental
Mon -Thurs (Maximum 12 hours)	\$200	\$300
Fri - Sun (Maximum 12 hours)	\$200	\$450
Non-Profit/Local Groups		
Mon -Thurs (Maximum 4 hours)	\$200	\$100
Non-Resident	Deposit	Rental
Mon -Thurs (Maximum 12 hours)	\$250	\$400
Fri - Sun (Maximum 12 hours)	\$250	\$800

City Park Facility Reservations Fees
Reference Ordinance 2017-11 Master Fee Schedule

Meador		
Pavilion - Full Day	Deposit	Rental
Resident	\$100	\$100
Non-Resident	\$150	\$150

Miramar		
Pavilion - Full Day	Deposit	Rental
Resident	\$100	\$75
Non-Resident	\$150	\$100

Brummerhop		
Pavilion #7- Full Day	Deposit	Rental
Resident	\$100	\$60
Non-Resident	\$150	\$80
Cabanas (#1-6) - Full Day	Deposit	Rental
Resident	\$50	\$50
Non-Resident	\$60	\$65

Pelican Bay Swimming Pool		
Party Room- Full Day (maximum 9 hrs)	Deposit	Rental
Resident	\$60	\$100
Non-Resident	\$70	\$150
Cabanas - Full Day	Deposit	Rental
Resident	\$50	\$50
Non-Resident	\$60	\$65
Cabanas - Half Day (maximum 4 hours)	Deposit	Rental
Resident	\$50	\$25
Non-Resident	\$60	\$40

City Park Facility Reservations Fees
Reference Ordinance 2017-11 Master Fee Schedule

Aquatic Fees		
Season Passes	Resident	Non-Resident
Ages 2 & Older	\$25	\$150
Senior Citizens Ages 65 & Older	\$0	N/A
Daily Pool Fee	Resident	Non-Resident
2 - 17 years of age	\$2	\$6
18 - 64 years of age	\$4	\$8
65 and older	\$0	\$8
Day Care	\$1/per child	\$3/per child
Seabrook Hotel/Motel/B&B Occ.	Resident rate	with voucher

Pine Gully Entrance Fee/per vehicle		
Mon- Thurs	Resident	Non-Resident
Under 65 years of age	Free	\$10
65 years of age & older	Free	\$5
Fri - Sun	Resident	Non-Resident
Under 65 years of age	Free	\$20
65 years of age & older	Free	\$10
Holidays* & Holiday Weekends*	Resident	Non-Resident
Under 65 years of age	Free	\$30
65 years of age & older	Free	\$10
Seabrook Hotel/Motel/B&B Occ.	Resident rate	with voucher
* Holidays: Easter, Cinco De Mayo, Memorial Day, July 4th and Labor Day		
*Holiday Weekends: Holidays that fall on Fri-Sun		

Carothers Coasta Gardens		
Resident	Deposit	Rental
Hourly (2 hr. min.)	\$50/hr	\$110/hr
Half Day (5 hr min., 7 hr. max)	\$200	\$400
Full Day (Custodial Fee Required)	\$500	\$1,450
Non-Resident	Deposit	Rental
Hourly (2 hr. min.)	\$50/hr	\$125/hr.
Half Day (5 hr min., 7 hr. max)	\$200	\$475
Full Day (Custodial Fee Required)	\$500	\$1,750
Optional Services		
Lawn Prep	\$300	
Projection & PA System	\$175	
Non-Profit Discount (proof required)	20%	



Agenda Briefing

Date of Meeting: November 18, 2025

Responsible Department: Finance

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Approval of the Quarterly Investment Report for the forth quarter of FY2025 July 2025 through September 2025.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. FY25 QUARTERLY REPORT JULY THRU SEPTEMBER 2025

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

TEXPOOL REPORT

MONTH OF JULY 31, 2025
4.3120%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted July)	ENDING BALANCE	PURPOSE OF FUND
1 GENERAL FUND - UNRESTRICTED	8,857,407.67	(2,219,648.51)	32,754.99	6,670,514.15	Working capital
1 GENERAL FUND - RESTRICTED	1,600,000.00	0.00	incl in above	1,600,000.00	
5 SEIZURE	55,489.57	0.00	203.22	55,692.79	Solely to purchase equipment for Law Enforcement
7 CHILD SAFETY PROGRAMS	49.57	0.00	0.18	49.75	Reserved for Child Safety/School Zones
8 DEBT SERVICE FUND	3,697,480.61	(1,046,565.49)	12,532.76	2,663,447.88	Restricted for General fund reserves & yearly debt service
9 FEDERAL SEIZURE	6,780.08	0.00	24.83	6,804.91	Criminal Investigation - Federal Funds
12 STEP FUND	51,439.27	0.00	188.38	51,627.65	
14 PUBLIC SAFETY	141,716.28	0.00	519.00	142,235.28	Public Safety Needs
15 HOTEL/MOTEL FUND	1,814,273.65	0.00	6,644.35	1,820,918.00	Restricted for promotion of tourism
19 CAPITAL IMPACT FEES	3,880,268.68	(140,000.00)	14,193.97	3,754,462.65	Water & sewer lines extensions & expansions
20 ENTERPRISE FUND - UNRESTRICT	1,216,104.69	(362,763.69)	4,658.51	857,999.51	Working capital
20 ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
28 GENERAL CAPITAL PROJECTS	3,260,431.78	(480,000.00)	11,883.66	2,792,315.44	General Fund CIP
29 CAPITAL PROJECT BONDS	4,510,043.95	(655,000.00)	16,439.32	3,871,483.27	2016A CO WW Plant, Clarifier & Todville 2016 Sewer
30 WTR/SWR BONDS	345,988.67	0.00	1,267.11	347,255.78	Funds transferred from Bond Mkt Acct to allow liquidity
31 IT BONDS	0.00	0.00	0.00	0.00	Fiber Optics
32 PD & GF BONDS	0.00	0.00	0.00	0.00	Public Works Facility
32 PD & GF BONDS (GEN FUND Reserve)	(0.00)	0.00	0.00	(0.00)	Public Works Facility funds provided by GF Reserve
33 FIRE BONDS	4,297,622.83	(2,000.00)	15,738.80	4,311,361.63	GO Series 2024
35 STREET BONDS	10,601,157.09	0.00	38,824.25	10,639,981.34	CO Series 2024
36 DRAINAGE BONDS	983,809.13	(30,000.00)	3,599.41	957,408.54	Drainage CO Funds 50/50 Split County Projects
41 CAROTHERS	262,579.98	0.00	961.64	263,541.62	Carother Facility & Park
42 PARK FEES	8,619.27	0.00	31.57	8,650.84	Reserved for acquisition & development of park land
44 ANIMAL	8,664.79	0.00	31.73	8,696.52	Animal Shelter Needs - Donation
50 CRIME DISTRICT	1,371,168.00	(42,695.33)	4,936.09	1,333,408.76	Funds transferred from Bond Mkt Acct to allow liquidity
70 SEDC II - UNRESTRICTED	4,966,714.76	35,725.46	18,916.47	5,021,356.69	Seabrook Economic Development Corporation II
70 SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
77 MUNI COURT - SECURITY FUND	20,777.96	0.00	76.09	20,854.05	Funds from fines to be used for security
78 COURT - TIME PAYMENT FEES	16,541.10	(1,000.00)	60.46	15,601.56	Funds from fines to be used to improve court
79 MUNI COURT - TECHNOLOGY FUND	1,151.54	0.00	4.22	1,155.76	Fund court on technology
81 PUBLIC SAFETY VERF	653,539.96	(77,304.67)	2,464.70	578,699.99	Public Safety Vehicle Equipment Replacement
83 PEG Fund	60,788.82	0.00	222.62	61,011.44	Public Education and Government Access
84 GE VERF	1,169,774.80	21,252.23	4,361.86	1,195,388.89	
85 STABILIZATION FUND	789,193.24	0.00	2,890.23	792,083.47	Highway 146 Project
86 WATER RATE STABILIZATION	0.00	0.00	0.00	0.00	
TOTAL TEXPOOL FUND	55,129,577.74	(5,000,000.00)	194,430.42	\$50,324,008.16	

The investment portfolio of the City of Seabrook is in compliance with the investment strategies expressed in the City's Investment Policy and relevant provisions of Chapter 2256 of the Local Government Code.

Michael Gibbs

Finance Director

Kathryn Shannahan

Assistant Director of Finance



Monthly Newsletter: August 2025

ANNOUNCEMENTS

August 2025

TexPool Prime Transaction Cutoff Extension

TexPool Participant Services is excited to announce that beginning August 18, 2025, TexPool Prime's transaction cutoff time will be extended from 2:00 pm CT to 3:00 pm CT.

We welcome the following entities who joined TexPool in July 2025:

TexPool

City of Crawford
City of Dallas Housing Finance Corporation
Harris County MUD 220
Williamson County MUD 37
Parker County ESD 7

TexPool Prime

City of Crawford
City of Dallas Housing Finance Corporation
Harris County MUD 220
Williamson County MUD 37
Parker County ESD 7

Upcoming Events

August 27, 2025
Texas Association of Counties (TAC) Legislative Conference
Austin, TX

September 11, 2025
Texas Association of School Administrators (TASA) and Texas Association of School Boards (TASB): Annual Conference
San Antonio, TX

September 15, 2025
77th Annual County Treasurers' Association of Texas Conference
Sugar Land, TX

TexPool Advisory Board Members

Patrick Krishock Valarie Van Vlack
Belinda Weaver David Landeros
Deborah Lauder milk Dina Edgar

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar
Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary

August 1, 2025

Difference of opinions at the Fed

The Federal Reserve's July Federal Open Market Committee (FOMC) meeting revealed a growing divide about the path of monetary policy. Most officials, including Chair Jerome Powell, still view inflation as a threat. Though it has fallen since the four-decade highs seen in 2022, they worry it could re-accelerate if rates are cut. Others think that the current restrictive stance—tighter than other major central banks—hurts the US economy. In July, the former outnumbered the latter, as the FOMC kept rates in the 4.25-4.5% target range. But Fed Governors Christopher Waller and Michelle Bowman dissented in favor of a 25 basis-point cut. It's been more than thirty years since two sitting Governors dissented.

The FOMC statement acknowledged a moderation in growth, but Powell stood his ground at the press conference, maintaining the wait-and-see stance. At issue, of course, is whether the new tariffs prove inflationary and, if so, will that prove temporary or long-term. While pressure appears to be showing up in prices of some consumer goods, it is still early days. Before convening in September, the data-dependent FOMC will have a slew of economic information, including two nonfarm payroll reports. It's anyone's guess if they will lower the target range. It's probably best to evaluate it after Powell's keynote address at the Fed's monetary policy symposium in Jackson Hole, Wyo., later this month. After all, last year he primed the markets by saying "the time has come" for a cut.

(continued page 6)

Performance as of July 31, 2025

	TexPool	TexPool Prime
Current Invested Balance	\$33,903,594,601	\$16,167,246,308
Weighted Average Maturity**	43 Days	41 Days
Weighted Average Life**	103 Days	71 Days
Net Asset Value	0.99994	0.99994
Total Number of Participants	2,944	678
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	\$125,155,777.28	\$59,489,449.99
Management Fee Collected	\$1,254,291.59	\$740,456.91
Current S&P Global Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$34,221,638,633	\$15,840,901,057
Average Monthly Rate*	4.31%	4.42%
Average Weighted Average Maturity**	40	44
Average Weighted Average Life**	102	73

*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

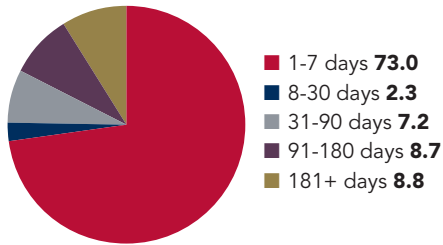
**See page 2 for definitions.

Past performance is no guarantee of future results.



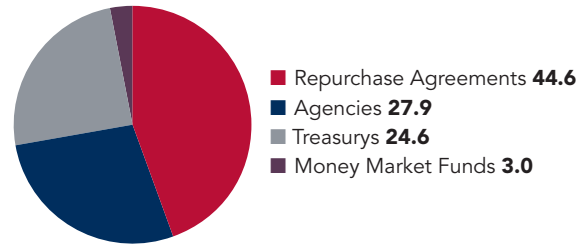
Portfolio by Maturity (%)

As of July 31, 2025



Portfolio by Type of Investment (%)

As of July 31, 2025



Portfolio Asset Summary as of July 31, 2025

	Book Value	Market Value
Uninvested Balance	-\$578.22	-\$578.22
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	70,894,317.06	70,894,317.06
Interest and Management Fees Payable	-125,156,585.91	-125,156,585.91
Payable for Investments Purchased	-152,061,541.28	-152,061,541.28
Accrued Expenses & Taxes	-40,034.37	-40,034.37
Repurchase Agreements	15,208,461,000.00	15,208,461,000.00
Mutual Fund Investments	1,017,085,200.00	1,017,085,200.00
Government Securities	9,503,513,189.85	9,503,132,333.99
US Treasury Bills	6,864,129,428.04	6,862,576,011.30
US Treasury Notes	1,516,770,206.11	1,516,996,680.90
Total	\$33,903,594,601.28	\$33,901,886,803.47

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary

	Number of Participants	Balance
School District	637	\$9,475,386,568.68
Higher Education	60	\$1,484,487,168.01
County	204	\$3,502,945,135.40
Healthcare	97	\$1,606,341,408.41
Utility District	951	\$5,869,882,096.83
City	523	\$9,210,546,845.18
Emergency Districts	117	\$515,488,891.19
Economic Development Districts	95	\$217,412,596.73
Transit/Toll Authorities	15	\$701,115,551.98
River/Port Authorities	18	\$345,752,292.73
Other	227	\$973,111,922.15

**Definition of Weighted Average Maturity and Weighted Average Life

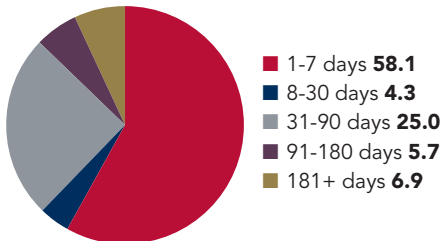
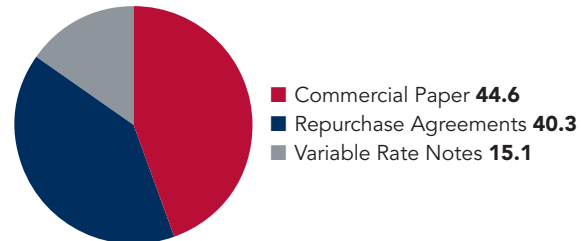
WAM is the mean average of the periods of time remaining until the securities held in the fund's portfolio (a) are scheduled to be repaid, (b) would be repaid upon a demand by the fund or (c) are scheduled to have their interest rate readjusted to reflect current market rates. For government variable rate securities, if the interest rate is readjusted no less frequently than every 397 calendar days, the security shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate. For non-government variable rate securities, if the security has a scheduled maturity of 397 days or less the security is treated as maturing on the earlier of the date the security is scheduled to be repaid through demand or the period remaining until the next readjustment of the interest rate. If the variable rate security has a scheduled maturity that is more than 397 days it is the later of those two dates. The mean is weighted based on the percentage of the market value of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool.



Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
7/1	4.3550%	0.000119314	\$34,451,790,355.58	1.00000	39	102
7/2	4.3487%	0.000119142	\$34,347,807,854.33	1.00000	39	102
7/3	4.3232%	0.000118445	\$34,231,778,062.60	0.99994	40	102
7/4	4.3232%	0.000118445	\$34,231,778,062.60	0.99994	40	102
7/5	4.3232%	0.000118445	\$34,231,778,062.60	0.99994	40	102
7/6	4.3232%	0.000118445	\$34,231,778,062.60	0.99994	40	102
7/7	4.3045%	0.000117932	\$34,273,495,733.35	0.99995	37	99
7/8	4.3061%	0.000117975	\$34,203,405,756.83	0.99995	40	102
7/9	4.3046%	0.000117933	\$34,137,149,860.99	0.99997	39	101
7/10	4.2956%	0.000117689	\$34,097,214,925.11	0.99997	39	101
7/11	4.2933%	0.000117625	\$34,249,050,679.27	0.99995	39	102
7/12	4.2933%	0.000117625	\$34,249,050,679.27	0.99995	39	102
7/13	4.2933%	0.000117625	\$34,249,050,679.27	0.99995	39	102
7/14	4.3005%	0.000117823	\$34,135,824,571.60	0.99997	38	100
7/15	4.3220%	0.000118411	\$34,185,905,497.27	0.99995	39	100
7/16	4.3275%	0.000118563	\$33,999,584,737.32	0.99997	40	101
7/17	4.3192%	0.000118333	\$34,103,964,558.46	0.99995	40	101
7/18	4.3071%	0.000118004	\$34,001,506,583.81	0.99996	42	102
7/19	4.3071%	0.000118004	\$34,001,506,583.81	0.99996	42	102
7/20	4.3071%	0.000118004	\$34,001,506,583.81	0.99996	42	102
7/21	4.2888%	0.000117501	\$33,944,369,594.70	0.99996	41	102
7/22	4.2851%	0.000117400	\$34,385,271,562.65	0.99997	41	101
7/23	4.2817%	0.000117306	\$34,197,942,304.15	0.99995	42	102
7/24	4.2894%	0.000117518	\$34,083,599,010.01	0.99995	42	103
7/25	4.3149%	0.000118216	\$34,460,248,808.40	0.99995	42	102
7/26	4.3149%	0.000118216	\$34,460,248,808.40	0.99995	42	102
7/27	4.3149%	0.000118216	\$34,460,248,808.40	0.99995	42	102
7/28	4.3330%	0.000118713	\$34,426,342,126.32	0.99995	41	100
7/29	4.3280%	0.000118574	\$34,412,464,470.25	0.99997	41	100
7/30	4.3166%	0.000118264	\$34,203,495,614.73	0.99994	42	101
7/31	4.3274%	0.000118559	\$33,903,594,600.78	0.99994	43	103
Averages:	4.3120%	0.000118138	\$34,221,638,633.28	0.99996	40	102

**TEXPOOL Prime****Portfolio by Maturity (%)***As of July 31, 2025***Portfolio by Type of Investment (%)***As of July 31, 2025***Portfolio Asset Summary as of July 31, 2025**

	Book Value	Market Value
Uninvested Balance	\$2,064.12	\$2,064.12
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	12,410,084.83	12,410,084.83
Interest and Management Fees Payable	-59,489,514.43	-59,489,514.43
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-24,361.60	-24,361.60
Repurchase Agreements	6,541,995,000.00	6,541,995,000.00
Commercial Paper	8,588,353,034.89	8,587,239,454.32
Mutual Fund Investments	0.00	0.00
Government Securities	0.00	0.00
Variable Rate Notes	1,084,000,000.00	1,084,276,546.00
Total	\$16,167,246,307.81	\$16,166,409,273.24

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary

	Number of Participants	Balance
School District	174	\$5,764,025,973.72
Higher Education	20	\$918,026,755.43
County	59	\$1,334,247,984.09
Healthcare	26	\$478,414,773.24
Utility District	91	\$556,543,629.13
City	136	\$2,786,381,739.98
Emergency Districts	40	\$279,850,638.27
Economic Development Districts	25	\$53,681,197.91
Transit/Toll Authorities	10	\$1,403,915,636.88
River/Port Authorities	8	\$931,124,050.82
Other	89	\$1,660,441,097.10



TEXPOOL Prime

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Prime Invested Balance	NAV	WAM Days	WAL Days
7/1	4.4471%	0.000121838	\$15,721,730,988.50	1.00002	43	68
7/2	4.4440%	0.000121754	\$15,765,080,994.43	1.00002	43	68
7/3	4.4214%	0.000121134	\$15,670,030,277.92	0.99979	43	68
7/4	4.4214%	0.000121134	\$15,670,030,277.92	0.99979	43	68
7/5	4.4214%	0.000121134	\$15,670,030,277.92	0.99979	43	68
7/6	4.4214%	0.000121134	\$15,670,030,277.92	0.99979	43	68
7/7	4.4161%	0.000120989	\$15,671,062,257.67	0.99995	42	66
7/8	4.4149%	0.000120957	\$15,633,053,444.96	0.99995	44	70
7/9	4.4137%	0.000120924	\$15,701,277,453.71	0.99995	44	74
7/10	4.4119%	0.000120874	\$15,636,614,427.00	0.99996	44	74
7/11	4.4090%	0.000120795	\$15,648,499,840.56	0.99980	44	74
7/12	4.4090%	0.000120795	\$15,648,499,840.56	0.99980	44	74
7/13	4.4090%	0.000120795	\$15,648,499,840.56	0.99980	44	74
7/14	4.4130%	0.000120903	\$15,604,358,154.73	0.99996	41	71
7/15	4.4244%	0.000121217	\$15,586,642,283.29	0.99996	42	73
7/16	4.4275%	0.000121302	\$15,663,902,836.38	0.99994	42	72
7/17	4.4231%	0.000121180	\$15,807,690,204.75	0.99993	44	74
7/18	4.4196%	0.000121086	\$15,637,485,340.39	0.99982	49	79
7/19	4.4196%	0.000121086	\$15,637,485,340.39	0.99982	49	79
7/20	4.4196%	0.000121086	\$15,637,485,340.39	0.99982	49	79
7/21	4.4133%	0.000120913	\$15,609,575,027.76	0.99996	47	77
7/22	4.4078%	0.000120762	\$15,600,789,630.00	0.99995	46	77
7/23	4.4045%	0.000120672	\$15,952,564,811.31	0.99996	45	76
7/24	4.4030%	0.000120629	\$16,423,634,824.86	0.99996	43	74
7/25	4.4184%	0.000121053	\$16,361,952,934.26	0.99985	44	74
7/26	4.4184%	0.000121053	\$16,361,952,934.26	0.99985	44	74
7/27	4.4184%	0.000121053	\$16,361,952,934.26	0.99985	44	74
7/28	4.4283%	0.000121324	\$16,460,622,604.36	0.99996	42	71
7/29	4.4298%	0.000121365	\$16,399,521,420.86	0.99997	41	71
7/30	4.4225%	0.000121165	\$16,364,974,894.72	0.99998	41	70
7/31	4.4312%	0.000121404	\$16,167,246,307.81	0.99994	41	71
Averages:	4.4194%	0.000121081	\$15,840,901,057.22	0.99990	44	73



Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

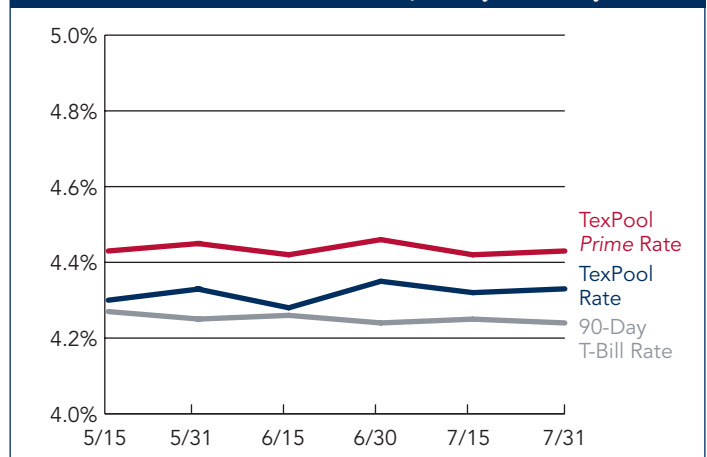
Treasury floodgates opening

When the US federal debt limit was reinstated in January, the Treasury Department's use of extraordinary measures commenced. This allowed it to tap federal retirement funds and its own cash balance to manage interest and repaying maturing securities while meeting its other financial obligations. Since Congress finally raised the debt ceiling as part of the One Big Beautiful Bill Act last month, the Treasury has issued net new bill supply of approximately \$200 billion and is expected to continue at a robust issuance pace with an additional \$400 billion of net new bill supply through September. While the flood of supply is welcome, it is not quite the deluge seen after the suspension of the debt limit in 2023.

What does this substantial supply mean to the money markets? Simply that the government will have to offer higher interest rates to ensure demand. That, in turn, should put upward pressure on the yields of liquidity products. And with the Fed on hold for another two months, the environment should continue to be attractive for investors. The continued popularity of liquidity products—money market funds alone hit nearly \$7.5 trillion in assets under management in June (government data)—implies just that. Investors still appreciate their value.

At the end of the month, yields on 1-, 3-, 6- and 12-month US Treasuries were 4.35%, 4.34%, 4.28% and 4.11%, respectively.

TexPool & TexPool Prime vs. 90-Day Treasury Bill



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.

An investment in the Pool is not insured or guaranteed by any government or government agency. Although the manager of the Pool seeks to preserve principal, it is possible to lose money by depositing money in the Pool.

TEXPOOL REPORT

MONTH OF AUGUST 31, 2025

4.3052%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted August)	ENDING BALANCE	PURPOSE OF FUND
1 GENERAL FUND - UNRESTRICTED	6,670,514.15	(47,756.64)	33,974.62	6,656,732.13	Working capital
1 GENERAL FUND - RESTRICTED	1,600,000.00	0.00	incl in above	1,600,000.00	
5 SEIZURE	55,692.79	(25,000.00)	200.69	30,893.48	Solely to purchase equipment for Law Enforcement
7 CHILD SAFETY PROGRAMS	49.75	0.00	0.18	49.93	Reserved for Child Safety/School Zones
8 DEBT SERVICE FUND	2,663,447.88	(1,278,605.00)	6,764.00	1,391,606.88	Restricted for General fund reserves & yearly debt service
9 FEDERAL SEIZURE	6,804.91	0.00	24.88	6,829.79	Criminal Investigation - Federal Funds
12 STEP FUND	51,627.65	0.00	188.77	51,816.42	
14 PUBLIC SAFETY	142,235.28	0.00	520.08	142,755.36	Public Safety Needs
15 HOTEL/MOTEL FUND	1,820,918.00	0.00	6,658.13	1,827,576.13	Restricted for promotion of tourism
19 CAPITAL IMPACT FEES	3,754,462.65	(142,977.80)	13,711.20	3,625,196.05	Water & sewer lines extensions & expansions
20 ENTERPRISE FUND - UNRESTRICT	857,999.51	(360,754.66)	3,004.47	500,249.32	Working capital
20 ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
28 GENERAL CAPITAL PROJECTS	2,792,315.44	(45,000.00)	10,204.70	2,757,520.14	General Fund CIP
29 CAPITAL PROJECT BONDS	3,871,483.27	(45,000.00)	14,150.65	3,840,633.92	2016A CO WW Plant, Clarifier & Todville 2016 Sewer
30 WTR/SWR BONDS	347,255.78	0.00	1,269.73	348,525.51	Funds transferred from Bond Mkt Acct to allow liquidity
31 IT BONDS	0.00	0.00	0.00	0.00	Fiber Optics
32 PD & GF BONDS	0.00	0.00	0.00	0.00	Public Works Facility
32 PD & GF BONDS (GEN FUND Reserve)	(0.00)	0.00	0.00	(0.00)	Public Works Facility funds provided by GF Reserve
33 FIRE BONDS	4,311,361.63	0.00	15,764.36	4,327,125.99	GO Series 2024
35 STREET BONDS	10,639,981.34	(35,000.00)	38,900.64	10,643,881.98	CO Series 2024
36 DRAINAGE BONDS	957,408.54	0.00	3,500.74	960,909.28	Drainage CO Funds 50/50 Split County Projects
41 CAROTHERS	263,541.62	0.00	963.63	264,505.25	Carother Facility & Park
42 PARK FEES	8,650.84	0.00	31.63	8,682.47	Reserved for acquisition & development of park land
44 ANIMAL	8,696.52	0.00	31.80	8,728.32	Animal Shelter Needs - Donation
45 PORT FUND	0.00	2,000,000.00	236.14	2,000,236.14	Port Houston Authority
50 CRIME DISTRICT	1,333,408.76	(72,695.33)	4,786.68	1,265,500.11	Funds transferred from Bond Mkt Acct to allow liquidity
70 SEDC II - UNRESTRICTED	5,021,356.69	8,841.87	19,216.06	5,049,414.62	Seabrook Economic Development Corporation II
70 SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
77 MUNI COURT - SECURITY FUND	20,854.05	0.00	76.25	20,930.30	Funds from fines to be used for security
78 COURT - TIME PAYMENT FEES	15,601.56	0.00	57.05	15,658.61	Funds from fines to be used to improve court
79 MUNI COURT - TECHNOLOGY FUND	1,155.76	0.00	4.23	1,159.99	Fund court on technology
81 PUBLIC SAFETY VERF	578,699.99	22,695.33	2,198.98	603,594.30	Public Safety Vehicle Equipment Replacement
83 PEG Fund	61,011.44	0.00	223.09	61,234.53	Public Education and Government Access
84 GE VERF	1,195,388.89	21,252.23	4,448.61	1,221,089.73	
85 STABILIZATION FUND	792,083.47	0.00	2,896.23	794,979.70	Highway 146 Project
86 WATER RATE STABILIZATION	0.00	0.00	0.00	0.00	
TOTAL TEXPOOL FUND	50,324,008.16	0.00	184,008.22	\$50,508,016.38	

The investment portfolio of the City of Seabrook is in compliance with the investment strategies expressed in the City's Investment Policy and relevant provisions of Chapter 2256 of the Local Government Code.

Michael Gibbs

Finance Director

Kathryn Shannahan

Assistant Director of Finance



Monthly Newsletter: September 2025

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in August 2025:

TexPool

Bayou Country Housing Trust Fund
Fannin County Clerk
Esperanza Community Center at Dobie LGC
Lindale Economic Development Corporation
Callisburg ISD
Oglesby ISD
Bexar County ESD 7
Texana Groundwater Conservation District

TexPool Prime

Bayou Country Housing Trust Fund
Fannin County Clerk
Esperanza Community Center at Dobie LGC
Lindale Economic Development Corporation
Callisburg ISD
Oglesby ISD
Bexar County ESD 7
Texana Groundwater Conservation District

Upcoming Events

September 11, 2025
Texas Association of School Administrators (TASA) and Texas Association of School Boards (TASB): Annual Conference
San Antonio, TX

September 15, 2025
77th Annual County Treasurers' Association of Texas Conference
Sugar Land, TX

October 14 2025
Texas Association of County Auditors Fall Conference 2025
San Antonio, TX

TexPool Advisory Board Members

Patrick Krishock Valerie Van Vlack
Belinda Weaver David Landeros
Deborah Lauder milk Dina Edgar

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary

Difference of opinions at the Fed

September 1, 2025

Federal Reserve Chair Jerome Powell's keynote address at the Jackson Hole, Wyo., central bank symposium seemed more hawkish than many commentators did. He said, "the baseline outlook and the shifting balance of risks may warrant adjusting our policy stance," which later in the speech he called "modestly" restrictive. This does not justify the market confidence of a quarter-point cut at the September Federal Open Market Committee (FOMC) meeting, in our opinion. However, we think the Fed will lower the fed funds target range from 4.25-4.5% to 4-4.25%. With the domestic economy slowing and pressure from various commentators—including within the Fed itself—the path of least resistance will likely prevail, despite inflation remaining sticky. July's Personal Consumption Expenditures (PCE) Index growth showed a slight, but not concerning, increase from June. Fed officials will have an additional Consumer Price Index (CPI) and labor report to digest before making their decision; but barring a surprise, they will probably not prevent the cut.

The question then becomes how many more times that policymakers might lower rates this year. Investors should at least be able to make an educated guess after the FOMC meeting that concludes September 17. In addition to the statement, which might provide more substance than usual, the Fed will release the updated Summary of Economic Projections. These offer

(continued page 6)

Performance as of August 31, 2025

	TexPool	TexPool Prime
Current Invested Balance	\$32,939,665,485	\$15,715,067,335
Weighted Average Maturity**	42 Days	45 Days
Weighted Average Life**	97 Days	70 Days
Net Asset Value	1.00017	0.99996
Total Number of Participants	2,952	686
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	\$121,862,419.16	\$58,588,765.66
Management Fee Collected	\$1,215,864.18	\$729,512.54
Current S&P Global Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$33,415,223,691	\$15,617,132,298
Average Monthly Rate*	4.31%	4.42%
Average Weighted Average Maturity**	43	46
Average Weighted Average Life**	100	74

*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

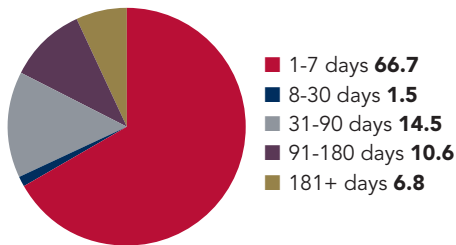
**See page 2 for definitions.

Past performance is no guarantee of future results.



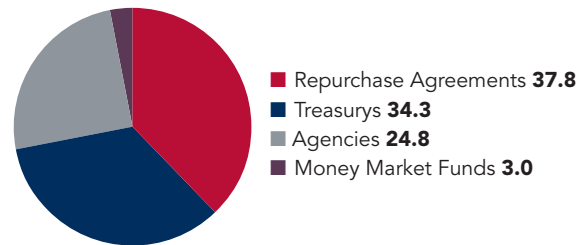
Portfolio by Maturity (%)

As of August 31, 2025



Portfolio by Type of Investment (%)

As of August 31, 2025



Portfolio Asset Summary as of August 31, 2025

	Book Value	Market Value
Uninvested Balance	\$337.15	\$337.15
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	78,974,618.83	78,974,618.83
Interest and Management Fees Payable	-121,862,387.78	-121,862,387.78
Payable for Investments Purchased	-763,282,683.86	-763,282,683.86
Accrued Expenses & Taxes	-115,842.21	-115,842.21
Repurchase Agreements	12,767,447,000.00	12,767,447,000.00
Mutual Fund Investments	1,017,085,200.00	1,017,085,200.00
Government Securities	8,381,304,044.66	8,381,663,910.12
US Treasury Bills	9,965,445,159.70	9,970,213,571.60
US Treasury Notes	1,614,670,038.50	1,614,984,433.25
Total	\$32,939,665,484.99	\$32,945,108,157.10

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary

	Number of Participants	Balance
School District	639	\$9,492,504,135.35
Higher Education	60	\$1,580,931,674.76
County	205	\$3,298,867,128.63
Healthcare	97	\$1,488,258,495.17
Utility District	951	\$5,242,908,911.60
City	523	\$9,095,232,673.08
Emergency Districts	118	\$509,738,082.85
Economic Development Districts	95	\$216,232,022.71
Transit/Toll Authorities	15	\$705,777,668.85
River/Port Authorities	18	\$309,452,061.75
Other	231	\$999,571,667.73

**Definition of Weighted Average Maturity and Weighted Average Life

WAM is the mean average of the periods of time remaining until the securities held in the fund's portfolio (a) are scheduled to be repaid, (b) would be repaid upon a demand by the fund or (c) are scheduled to have their interest rate readjusted to reflect current market rates. For government variable rate securities, if the interest rate is readjusted no less frequently than every 397 calendar days, the security shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate. For non-government variable rate securities, if the security has a scheduled maturity of 397 days or less the security is treated as maturing on the earlier of the date the security is scheduled to be repaid through demand or the period remaining until the next readjustment of the interest rate. If the variable rate security has a scheduled maturity that is more than 397 days it is the later of those two dates. The mean is weighted based on the percentage of the market value of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool.



Daily Summary

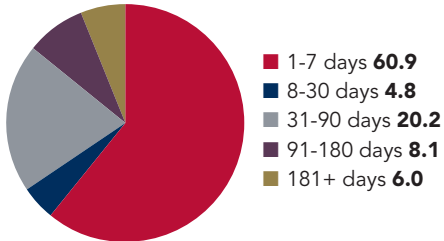
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
8/1	4.3149%	0.000118217	\$34,026,147,940.91	1.00007	44	103
8/2	4.3149%	0.000118217	\$34,026,147,940.91	1.00007	44	103
8/3	4.3149%	0.000118217	\$34,026,147,940.91	1.00007	44	103
8/4	4.2994%	0.000117791	\$33,924,858,975.38	1.00010	42	101
8/5	4.3031%	0.000117892	\$34,118,154,534.52	1.00008	42	100
8/6	4.3024%	0.000117873	\$34,152,813,443.40	1.00010	42	99
8/7	4.3051%	0.000117947	\$34,208,479,706.59	1.00008	43	99
8/8	4.3070%	0.000117999	\$34,379,706,054.28	1.00008	44	99
8/9	4.3070%	0.000117999	\$34,379,706,054.28	1.00008	44	99
8/10	4.3070%	0.000117999	\$34,379,706,054.28	1.00008	44	99
8/11	4.3058%	0.000117967	\$34,172,129,137.83	1.00008	43	98
8/12	4.3041%	0.000117921	\$34,033,762,297.09	1.00011	44	101
8/13	4.3015%	0.000117850	\$33,676,932,614.22	1.00015	45	102
8/14	4.2948%	0.000117666	\$33,157,706,517.35	1.00013	46	102
8/15	4.3042%	0.000117924	\$33,014,776,764.60	1.00010	47	104
8/16	4.3042%	0.000117924	\$33,014,776,764.60	1.00010	47	104
8/17	4.3042%	0.000117924	\$33,014,776,764.60	1.00010	47	104
8/18	4.3048%	0.000117940	\$32,954,802,733.61	1.00011	45	100
8/19	4.2929%	0.000117615	\$32,839,506,923.46	1.00012	42	99
8/20	4.2877%	0.000117472	\$32,646,295,601.11	1.00011	42	99
8/21	4.2866%	0.000117442	\$32,620,907,925.07	1.00006	43	98
8/22	4.2986%	0.000117769	\$32,530,982,780.24	1.00013	44	99
8/23	4.2986%	0.000117769	\$32,530,982,780.24	1.00013	44	99
8/24	4.2986%	0.000117769	\$32,530,982,780.24	1.00013	44	99
8/25	4.3127%	0.000118157	\$32,916,401,028.20	1.00011	41	96
8/26	4.3169%	0.000118272	\$33,335,774,339.38	1.00012	41	95
8/27	4.3262%	0.000118527	\$33,229,197,681.73	1.00013	41	97
8/28	4.3142%	0.000118198	\$33,210,373,881.77	1.00012	41	96
8/29	4.3096%	0.000118071	\$32,939,665,484.99	1.00017	42	97
8/30	4.3096%	0.000118071	\$32,939,665,484.99	1.00017	42	97
8/31	4.3096%	0.000118071	\$32,939,665,484.99	1.00017	42	97
Averages:	4.3052%	0.000117951	\$33,415,223,690.83	1.00011	43	100



TEXPOOL Prime

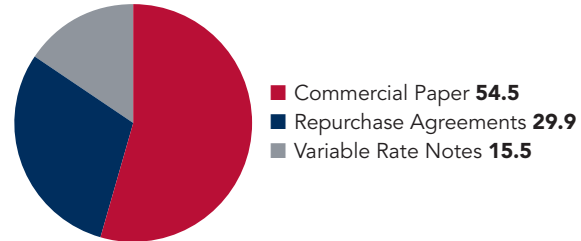
Portfolio by Maturity (%)

As of August 31, 2025



Portfolio by Type of Investment (%)

As of August 31, 2025



Portfolio Asset Summary as of August 31, 2025

	Book Value	Market Value
Uninvested Balance	\$451.01	\$451.01
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	20,309,971.08	20,309,971.08
Interest and Management Fees Payable	-58,588,718.27	-58,588,718.27
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-71,040.72	-71,040.72
Repurchase Agreements	4,716,618,000.00	4,716,618,000.00
Commercial Paper	9,952,798,672.23	9,951,934,337.99
Mutual Fund Investments	0.00	0.00
Government Securities	0.00	0.00
Variable Rate Notes	1,084,000,000.00	1,084,274,944.20
Total	\$15,715,067,335.33	\$15,714,477,945.29

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary

	Number of Participants	Balance
School District	176	\$4,881,937,810.93
Higher Education	20	\$1,277,687,208.09
County	60	\$1,229,104,068.89
Healthcare	26	\$447,027,706.68
Utility District	91	\$553,045,022.51
City	136	\$2,996,901,600.83
Emergency Districts	41	\$280,685,868.22
Economic Development Districts	25	\$53,363,457.06
Transit/Toll Authorities	10	\$1,186,318,456.57
River/Port Authorities	8	\$1,123,974,522.75
Other	93	\$1,685,018,404.39



TEXPOOL Prime

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Prime Invested Balance	NAV	WAM Days	WAL Days
8/1	4.4135%	0.000120917	\$16,150,578,786.63	0.99992	42	71
8/2	4.4135%	0.000120917	\$16,150,578,786.63	0.99992	42	71
8/3	4.4135%	0.000120917	\$16,150,578,786.63	0.99992	42	71
8/4	4.4107%	0.000120841	\$16,142,722,398.00	1.00008	41	70
8/5	4.4095%	0.000120808	\$16,104,742,048.97	1.00008	40	69
8/6	4.4091%	0.000120798	\$16,092,177,421.63	1.00007	40	69
8/7	4.4122%	0.000120882	\$16,090,121,960.96	1.00009	40	68
8/8	4.4139%	0.000120929	\$16,084,899,700.29	0.99996	43	70
8/9	4.4139%	0.000120929	\$16,084,899,700.29	0.99996	43	70
8/10	4.4139%	0.000120929	\$16,084,899,700.29	0.99996	43	70
8/11	4.4156%	0.000120974	\$15,903,821,564.85	1.00007	46	74
8/12	4.4144%	0.000120942	\$15,846,508,816.07	1.00008	49	77
8/13	4.4175%	0.000121027	\$15,605,517,243.16	1.00011	51	79
8/14	4.4158%	0.000120982	\$15,245,227,901.09	1.00010	51	80
8/15	4.4213%	0.000121132	\$15,168,220,126.35	0.99994	52	81
8/16	4.4213%	0.000121132	\$15,168,220,126.35	0.99994	52	81
8/17	4.4213%	0.000121132	\$15,168,220,126.35	0.99994	52	81
8/18	4.4233%	0.000121187	\$15,194,428,716.31	1.00006	50	78
8/19	4.4202%	0.000121101	\$15,063,586,148.57	1.00005	50	78
8/20	4.4139%	0.000120930	\$15,453,002,201.01	1.00006	48	76
8/21	4.4121%	0.000120879	\$15,406,593,444.05	1.00005	48	75
8/22	4.4189%	0.000121067	\$15,194,411,979.89	0.99997	49	76
8/23	4.4189%	0.000121067	\$15,194,411,979.89	0.99997	49	76
8/24	4.4189%	0.000121067	\$15,194,411,979.89	0.99997	49	76
8/25	4.4272%	0.000121292	\$15,074,172,288.65	1.00007	48	75
8/26	4.4319%	0.000121423	\$15,062,740,290.38	1.00007	47	75
8/27	4.4318%	0.000121418	\$15,173,862,570.50	1.00008	46	73
8/28	4.4230%	0.000121178	\$15,732,342,446.69	1.00009	44	70
8/29	4.4190%	0.000121069	\$15,715,067,335.33	0.99996	45	70
8/30	4.4190%	0.000121069	\$15,715,067,335.33	0.99996	45	70
8/31	4.4190%	0.000121069	\$15,715,067,335.33	0.99996	45	70
Averages:	4.4177%	0.000121032	\$15,617,132,298.27	1.00001	46	74



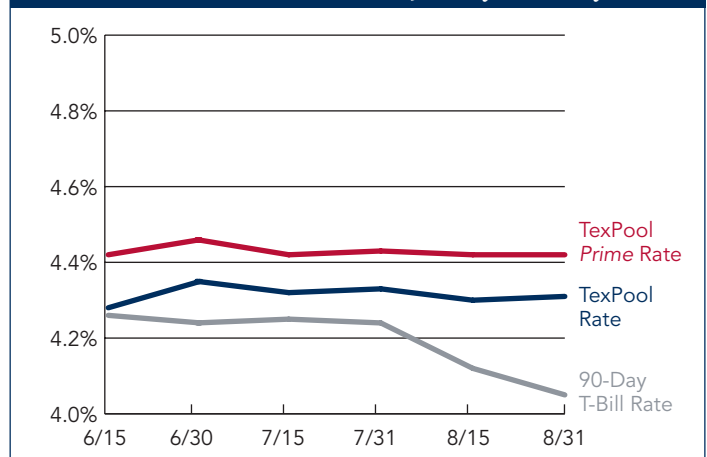
Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

each Fed official their own opportunity to make an educated guess about what level each personally thinks the fed funds rate will be at the end of 2025 and beyond. We expect this “dot plot” will indicate that another 25 basis-point cut is on the way before year-end. It seems many traders and investors have the same opinion. There will be two meetings before the calendar flips, in October and December.

August was another positive month for the broad money markets. It’s no wonder that the financial media, advisors, investors and, of course, firms within the industry have focused on the attractive yields of stable value investments over the last three years. It’s been an extraordinary run, which we think could continue even after the Fed eases rates further. But less noticed is the excellent state of the fundamentals. We think that overnight trading is the healthiest since 2008, judging by the robust supply brought or sponsored by traditional counterparties that has greatly reduced the use of the Fed’s Reverse Repo and the Standing Repo facilities. While TexPool and TexPool Prime do not use those facilities, they are an excellent indicator of the health of the money markets in general. Banks are the major players, and their credit continues to be high, with low nonperforming assets, fewer charge-offs and elevated liquidity. The whole system works best in conditions like this and should inspire continued confidence for cash managers.

At the end of the month, yields on 1-, 3-, 6- and 12-month US Treasuries were 4.32%, 4.14%, 3.98% and 3.84%, respectively.

TexPool & TexPool Prime vs. 90-Day Treasury Bill



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.

An investment in the Pool is not insured or guaranteed by any government or government agency. Although the manager of the Pool seeks to preserve principal, it is possible to lose money by depositing money in the Pool.

TEXPOOL REPORT

MONTH OF SEPTEMBER 30, 2025
4.2520%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Sept)	ENDING BALANCE	PURPOSE OF FUND
1 GENERAL FUND - UNRESTRICTED	6,656,732.13	(884,244.06)	29,368.61	5,801,856.68	Working capital
1 GENERAL FUND - RESTRICTED	1,600,000.00	0.00	incl in above	1,600,000.00	
5 SEIZURE	30,893.48	0.00	107.97	31,001.45	Solely to purchase equipment for Law Enforcement
7 CHILD SAFETY PROGRAMS	49.93	0.00	0.17	50.10	Reserved for Child Safety/School Zones
8 DEBT SERVICE FUND	1,391,606.88	0.00	4,863.36	1,396,470.24	Restricted for General fund reserves & yearly debt service
9 FEDERAL SEIZURE	6,829.79	0.00	23.87	6,853.66	Criminal Investigation - Federal Funds
12 STEP FUND	51,816.42	0.00	181.09	51,997.51	
14 PUBLIC SAFETY	142,755.36	0.00	498.90	143,254.26	Public Safety Needs
15 HOTEL/MOTEL FUND	1,827,576.13	0.00	6,386.98	1,833,963.11	Restricted for promotion of tourism
19 CAPITAL IMPACT FEES	3,625,196.05	(100,000.00)	12,657.83	3,537,853.88	Water & sewer lines extensions & expansions
20 ENTERPRISE FUND - UNRESTRICT	500,249.32	309,393.56	2,124.41	811,767.29	Working capital
20 ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
28 GENERAL CAPITAL PROJECTS	2,757,520.14	0.00	9,636.93	2,767,157.07	General Fund CIP
29 CAPITAL PROJECT BONDS	3,840,633.92	0.00	13,422.18	3,854,056.10	2016A CO WW Plant, Clarifier & Todville 2016 Sewer
30 WTR/SWR BONDS	348,525.51	0.00	1,218.02	349,743.53	Funds transferred from Bond Mkt Acct to allow liquidity
31 IT BONDS	0.00	0.00	0.00	0.00	Fiber Optics
32 PD & GF BONDS	0.00	0.00	0.00	0.00	Public Works Facility
32 PD & GF BONDS (GEN FUND Reserve)	(0.00)	0.00	0.00	(0.00)	Public Works Facility funds provided by GF Reserve
33 FIRE BONDS	4,327,125.99	(100,000.00)	15,110.92	4,242,236.91	GO Series 2024
35 STREET BONDS	10,643,881.98	0.00	37,198.05	10,681,080.03	CO Series 2024
36 DRAINAGE BONDS	960,909.28	0.00	3,358.17	964,267.45	Drainage CO Funds 50/50 Split County Projects
41 CAROTHERS	264,505.25	(20,000.00)	922.10	245,427.35	Carother Facility & Park
42 PARK FEES	8,682.47	0.00	30.34	8,712.81	Reserved for acquisition & development of park land
44 ANIMAL	8,728.32	0.00	30.50	8,758.82	Animal Shelter Needs - Donation
45 PORT FUND	2,000,236.14	0.00	6,990.39	2,007,226.53	Port Houston Authority
50 CRIME DISTRICT	1,265,500.11	(259,883.63)	4,316.18	1,009,932.66	Funds transferred from Bond Mkt Acct to allow liquidity
70 SEDC II - UNRESTRICTED	5,049,414.62	10,786.57	18,298.44	5,078,499.63	Seabrook Economic Development Corporation II
70 SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
77 MUNI COURT - SECURITY FUND	20,930.30	0.00	73.15	21,003.45	Funds from fines to be used for security
78 COURT - TIME PAYMENT FEES	15,658.61	0.00	54.72	15,713.33	Funds from fines to be used to improve court
79 MUNI COURT - TECHNOLOGY FUND	1,159.99	0.00	4.05	1,164.04	Fund court on technology
81 PUBLIC SAFETY VERF	603,594.30	22,695.33	2,188.75	628,478.38	Public Safety Vehicle Equipment Replacement
83 PEG Fund	61,234.53	0.00	214.00	61,448.53	Public Education and Government Access
84 GE VERF	1,221,089.73	21,252.23	4,341.72	1,246,683.68	
85 STABILIZATION FUND	794,979.70	0.00	2,778.28	797,757.98	Highway 146 Project
86 WATER RATE STABILIZATION	0.00	0.00	0.00	0.00	
TOTAL TEXPOOL FUND	50,508,016.38	(1,000,000.00)	176,400.08	\$49,684,416.46	

The investment portfolio of the City of Seabrook is in compliance with the investment strategies expressed in the City's Investment Policy and relevant provisions of Chapter 2256 of the Local Government Code.

Michael Gibbs

Finance Director

Kathryn Shannahan

Assistant Director of Finance



Monthly Newsletter: October 2025

ANNOUNCEMENTS

TexPool Columbus Day Holiday Observance 2025

In observance of **Columbus Day**, TexPool will be closed to transactions on **Monday, October 13, 2025**. No wire or ACH settlement will occur on this date. However, TexPool Participant Services will be available during normal business hours.

We welcome the following entities who joined TexPool in September 2025:

TexPool

(these entities also joined TexPool Prime)

Gainesville ISD	Sequoia Improvement District
McLennan & Hill Counties Tehuacana Water Improvement District	City of Star Harbor
TX Transportation Finance Corporation	Willacy County Housing Finance Corp
US Bank as Trustee	Dawson County Hospital District dba Medical Arts Hospital
Bosque County Hospital District	Tarrant Appraisal District

TexPool Prime

Kinney County
Tarrant County Housing Finance Corporation
Willacy County

Upcoming Events

October 14, 2025
Texas Association of County Auditors Fall Conference 2025
San Antonio, TX

October 29, 2025
2025 Texas Municipal League Annual Conference
Fort Worth, TX

TexPool Advisory Board Members

Patrick Krishock	Valarie Van Vlack
Belinda Weaver	David Landeros
Deborah Lauder milk	Dina Edgar

Overseen by the State of Texas acting
Comptroller of Public Accounts Kelly Hancock
Operated under the supervision of the Texas
Treasury Safekeeping Trust Company

Economic and Market Commentary Slow and steady

October 1, 2025

Another September rate cut and another reason to consider liquidity products.

Common sense would say that when the Federal Reserve (the Fed) lowers its benchmark fed funds target range, as it did by a quarter percentage point two weeks ago, that interest rates and yields across the board would fall in concert. But finance doesn't always operate the way it seems it should (who isn't confused when first told that a bond's price falls when its yield rises).

It is true that yields of securities in the direct market, such as government auctions, overnight trading and floating-rate securities, adjust quickly to changes in the fed funds level, now in a target range of 4.00-4.25%. But that's not the case for many financial products, such as mortgages and liquidity products. Mortgage rates key off the 10-year Treasury; money market portfolios use a "laddered strategy." In a falling-rate environment, this simply means money market portfolios hold securities of different maturities bought with the higher rates available before the Fed cut. This in turn typically causes yields of these portfolios to decline slower than those found in the direct market. That can make them attractive to investors. Other factors also impact the performance of local government investment pools, such as TexPool/TexPool Prime. Among them are the seasonality of participant deposits and withdraws for tax receipts and payroll expenses, for instance. But, as with money market vehicles, the portfolio manager seeks to keep the yield as attractive as possible.

(continued page 6)

Performance as of September 30, 2025

	TexPool	TexPool Prime
Current Invested Balance	\$33,014,136,027	\$15,377,637,148
Weighted Average Maturity**	44 Days	51 Days
Weighted Average Life**	102 Days	74 Days
Net Asset Value	1.00018	1.00022
Total Number of Participants	2,961	698
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	\$113,655,002.24	\$54,943,274.90
Management Fee Collected	\$1,134,838.73	\$694,669.20
Current S&P Global Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$32,529,106,987	\$15,364,166,387
Average Monthly Rate*	4.25%	4.36%
Average Weighted Average Maturity**	41	52
Average Weighted Average Life**	100	77

*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

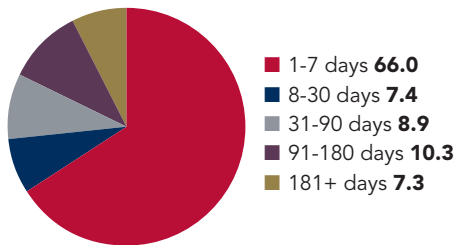
**See page 2 for definitions.

Past performance is no guarantee of future results.



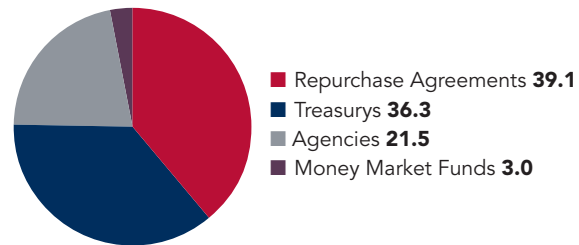
Portfolio by Maturity (%)

As of September 30, 2025



Portfolio by Type of Investment (%)

As of September 30, 2025



Portfolio Asset Summary as of September 30, 2025

	Book Value	Market Value
Uninvested Balance	\$979.70	\$979.70
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	64,750,265.02	64,750,265.02
Interest and Management Fees Payable	-113,655,728.80	-113,655,728.80
Payable for Investments Purchased	-365,295,581.09	-365,295,581.09
Accrued Expenses & Taxes	-38,702.79	-38,702.79
Repurchase Agreements	13,086,527,000.00	13,086,527,000.00
Mutual Fund Investments	1,017,085,200.00	1,017,085,200.00
Government Securities	7,183,783,877.91	7,184,679,889.45
US Treasury Bills	10,245,000,305.03	10,250,193,284.03
US Treasury Notes	1,895,978,412.30	1,895,852,319.87
Total	\$33,014,136,027.28	\$33,020,098,925.39

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary

	Number of Participants	Balance
School District	640	\$9,764,232,560.96
Higher Education	60	\$1,547,926,725.38
County	205	\$3,167,233,355.12
Healthcare	99	\$1,482,299,777.84
Utility District	952	\$5,215,717,470.66
City	524	\$9,133,632,334.84
Emergency Districts	118	\$477,735,192.71
Economic Development Districts	95	\$217,133,501.00
Transit/Toll Authorities	15	\$705,956,491.12
River/Port Authorities	18	\$288,134,910.99
Other	235	\$1,014,220,368.04

**Definition of Weighted Average Maturity and Weighted Average Life

WAM is the mean average of the periods of time remaining until the securities held in the fund's portfolio (a) are scheduled to be repaid, (b) would be repaid upon a demand by the fund or (c) are scheduled to have their interest rate readjusted to reflect current market rates. For government variable rate securities, if the interest rate is readjusted no less frequently than every 397 calendar days, the security shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate. For non-government variable rate securities, if the security has a scheduled maturity of 397 days or less the security is treated as maturing on the earlier of the date the security is scheduled to be repaid through demand or the period remaining until the next readjustment of the interest rate. If the variable rate security has a scheduled maturity that is more than 397 days it is the later of those two dates. The mean is weighted based on the percentage of the market value of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool.



Daily Summary

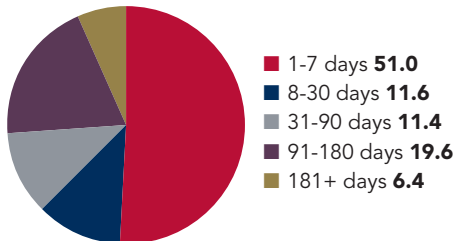
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
9/1	4.3096%	0.000118071	\$32,939,665,484.99	1.00017	42	97
9/2	4.3301%	0.000118633	\$32,631,403,126.60	1.00015	41	98
9/3	4.3078%	0.000118023	\$32,656,037,502.55	1.00017	42	98
9/4	4.3111%	0.000118113	\$32,613,055,983.08	1.00017	42	97
9/5	4.3227%	0.000118429	\$32,699,252,287.07	1.00022	42	98
9/6	4.3227%	0.000118429	\$32,699,252,287.07	1.00022	42	98
9/7	4.3227%	0.000118429	\$32,699,252,287.07	1.00022	42	98
9/8	4.3234%	0.000118449	\$32,646,787,329.94	1.00025	40	97
9/9	4.3061%	0.000117974	\$32,753,747,146.62	1.00022	40	98
9/10	4.3049%	0.000117943	\$32,709,139,745.32	1.00023	40	100
9/11	4.3063%	0.000117980	\$32,554,154,902.87	1.00024	40	100
9/12	4.3160%	0.000118246	\$32,519,375,701.72	1.00020	41	100
9/13	4.3160%	0.000118246	\$32,519,375,701.72	1.00020	41	100
9/14	4.3160%	0.000118246	\$32,519,375,701.72	1.00020	41	100
9/15	4.3430%	0.000118985	\$32,480,660,700.73	1.00022	40	99
9/16	4.3267%	0.000118541	\$32,395,069,105.96	1.00024	40	99
9/17	4.2835%	0.000117357	\$32,357,205,163.00	1.00024	40	101
9/18	4.2042%	0.000115183	\$32,222,141,943.24	1.00024	40	102
9/19	4.1572%	0.000113895	\$32,082,419,708.28	1.00021	41	102
9/20	4.1572%	0.000113895	\$32,082,419,708.28	1.00021	41	102
9/21	4.1572%	0.000113895	\$32,082,419,708.28	1.00021	41	102
9/22	4.1604%	0.000113984	\$31,829,969,435.16	1.00020	40	102
9/23	4.1554%	0.000113846	\$31,783,440,168.83	1.00021	42	103
9/24	4.1600%	0.000113972	\$31,743,267,918.21	1.00020	42	104
9/25	4.1732%	0.000114334	\$32,996,729,862.70	1.00016	41	100
9/26	4.1753%	0.000114392	\$32,937,808,755.68	1.00016	42	102
9/27	4.1753%	0.000114392	\$32,937,808,755.68	1.00016	42	102
9/28	4.1753%	0.000114392	\$32,937,808,755.68	1.00016	42	102
9/29	4.1627%	0.000114047	\$32,830,028,709.96	1.00018	41	100
9/30	4.1779%	0.000114462	\$33,014,136,027.28	1.00018	44	102
Averages:	4.2520%	0.000116493	\$32,529,106,987.18	1.00020	41	100



TEXPOOL Prime

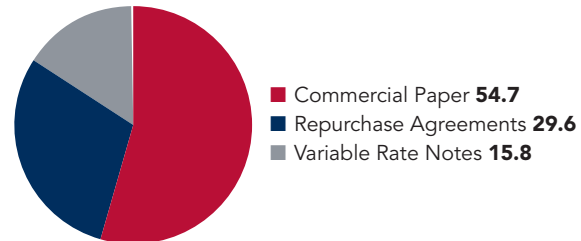
Portfolio by Maturity (%)

As of September 30, 2025



Portfolio by Type of Investment (%)

As of September 30, 2025



Portfolio Asset Summary as of September 30, 2025

	Book Value	Market Value
Uninvested Balance	\$991.36	\$991.36
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	23,223,637.36	23,223,637.36
Interest and Management Fees Payable	-54,943,272.82	-54,943,272.82
Payable for Investments Purchased	-98,003,055.56	-98,003,055.56
Accrued Expenses & Taxes	-23,171.78	-23,171.78
Repurchase Agreements	4,582,635,000.00	4,582,635,000.00
Commercial Paper	9,840,747,018.98	9,843,873,188.76
Mutual Fund Investments	0.00	0.00
Government Securities	0.00	0.00
Variable Rate Notes	1,084,000,000.00	1,084,361,068.60
Total	\$15,377,637,147.54	\$15,381,124,385.92

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary

	Number of Participants	Balance
School District	177	\$4,729,368,443.16
Higher Education	20	\$1,077,569,648.30
County	62	\$1,143,531,701.11
Healthcare	28	\$456,364,097.23
Utility District	92	\$547,116,277.75
City	137	\$3,047,902,376.11
Emergency Districts	41	\$279,050,301.30
Economic Development Districts	25	\$52,089,861.88
Transit/Toll Authorities	10	\$1,225,914,313.70
River/Port Authorities	8	\$1,040,082,027.71
Other	98	\$1,778,633,184.03



TEXPOOL Prime

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Prime Invested Balance	NAV	WAM Days	WAL Days
9/1	4.4190%	0.000121069	\$15,715,067,335.33	0.99996	45	70
9/2	4.4016%	0.000120592	\$15,797,810,033.82	1.00009	44	68
9/3	4.4136%	0.000120920	\$15,759,285,508.19	1.00010	44	69
9/4	4.4168%	0.000121008	\$15,790,526,189.72	1.00013	47	72
9/5	4.4146%	0.000120947	\$15,667,090,967.01	1.00011	53	77
9/6	4.4146%	0.000120947	\$15,667,090,967.01	1.00011	53	77
9/7	4.4146%	0.000120947	\$15,667,090,967.01	1.00011	53	77
9/8	4.4154%	0.000120971	\$15,660,799,707.72	1.00023	51	77
9/9	4.4116%	0.000120867	\$15,528,490,927.84	1.00023	52	77
9/10	4.4045%	0.000120672	\$15,533,582,686.66	1.00022	53	79
9/11	4.4046%	0.000120674	\$15,500,989,192.22	1.00026	53	79
9/12	4.4108%	0.000120843	\$15,208,513,954.71	1.00013	54	80
9/13	4.4108%	0.000120843	\$15,208,513,954.71	1.00013	54	80
9/14	4.4108%	0.000120843	\$15,208,513,954.71	1.00013	54	80
9/15	4.4258%	0.000121255	\$15,137,502,522.26	1.00025	52	78
9/16	4.4194%	0.000121080	\$15,268,360,764.65	1.00025	53	78
9/17	4.3991%	0.000120524	\$15,215,686,862.07	1.00026	52	78
9/18	4.3289%	0.000118599	\$15,164,347,700.34	1.00028	52	77
9/19	4.2901%	0.000117537	\$15,077,133,464.67	1.00012	53	78
9/20	4.2901%	0.000117537	\$15,077,133,464.67	1.00012	53	78
9/21	4.2901%	0.000117537	\$15,077,133,464.67	1.00012	53	78
9/22	4.2809%	0.000117286	\$15,050,675,833.95	1.00025	52	77
9/23	4.2766%	0.000117166	\$15,134,699,926.78	1.00024	52	77
9/24	4.2750%	0.000117123	\$15,156,163,339.41	1.00024	52	77
9/25	4.2820%	0.000117316	\$15,197,475,642.71	1.00023	53	77
9/26	4.2863%	0.000117434	\$15,247,296,593.80	1.00009	53	77
9/27	4.2863%	0.000117434	\$15,247,296,593.80	1.00009	53	77
9/28	4.2863%	0.000117434	\$15,247,296,593.80	1.00009	53	77
9/29	4.2818%	0.000117310	\$15,335,785,360.17	1.00022	51	74
9/30	4.2891%	0.000117509	\$15,377,637,147.54	1.00022	51	74
Averages:	4.3584%	0.000119407	\$15,364,166,387.40	1.00017	52	77

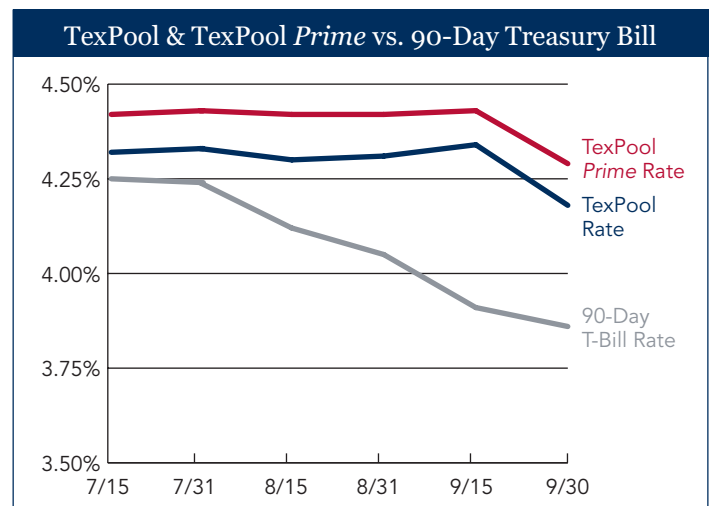


Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

Also important is how fast the Fed lowers rates. Its latest Summary of Economic Projections indicates decent consensus for two more 25 basis-point cuts this year, which would lower the target range to 3.50-3.75%. But if the government shutdown prevents the Bureau of Labor statistics from releasing the September jobs report, it is conceivable the Fed will hold rates steady at the October meeting. That would add further uncertainty to longer-term forecasts, specifically the predictions of the level of future rates. Called the dot plot, the projections of each member of the FOMC are indicated by black circles plotted on a graph. The section of the graph representing 2026 looks like it was hit by buckshot.

Supply and demand is another important factor in the calculation of money market yields. That's especially the case with commercial paper. The amount of issuance continues to grow, largely resulting in higher yields and wider spreads above similar maturity Treasuries. And this market is becoming more diverse, with tech and manufacturing companies issuing short-term paper in addition to the bread-and-butter financial services sector. Diversification is a key element of money funds, so this is a notable development.

At the end of the month, yields on 1-, 3-, 6- and 12-month US Treasuries were 4.11%, 3.94%, 3.84% and 3.68%, respectively.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.

An investment in the Pool is not insured or guaranteed by any government or government agency. Although the manager of the Pool seeks to preserve principal, it is possible to lose money by depositing money in the Pool.

Application Form

Information

Which Boards would you like to apply for?

Economic Development Corporation: Submitted

Profile

Michelle Brown
First Name Last Name

Home Address
City State Postal Code

Email Address
Primary Phone

Knack RCM Vice President of Transformation
Employer Job Title

Candidate Requirements

Have you been a resident of the City of Seabrook for longer than twelve (12) months?

☒ Yes ☐ No

How long have you been a resident of the City of Seabrook?

8 years

Are you registered to vote in the City of Seabrook?

☒ Yes ☐ No

Do you have a felony conviction for which you have not been pardoned?

☐ Yes ☒ No

Are you currently in arrears on any city taxes, utility charges, or other obligations owed to the City of Seabrook?

☐ Yes ☒ No

Are you an adversary party to a pending litigation against the City of Seabrook?

☐ Yes ☒ No

Experience

Have you previously served on a City of Seabrook board or commission?

☒ Yes ☐ No

If yes, Please indicate which board(s) or commission(s) you have served. *

☒ Seabrook Economic Development Corporation

Question applies to Economic Development Corporation

Have you attended a meeting of the SEDC?

☒ Yes ☐ No

Question applies to Economic Development Corporation

Are you currently a member of the SEDC?

☒ Yes ☐ No

Have you served a partial or full term on the City of Seabrook City Council?

☐ Yes ☒ No

Have you previously served on a board or commission of another city or organization?

☐ Yes ☒ No

Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of serving on this board or commission? *

☒ No

Question applies to Economic Development Corporation

Are you familiar with the City's Comprehensive Master Plan and zoning ordinance? *

☒ Somewhat

Question applies to Economic Development Corporation

In your view, how should the EDC's funding priorities align with the City's broader development goals?

The Economic Development Committee's funding priorities should align directly with the City's broader goals for growth and improvement. I believe the EDC should fund projects that bring in industries aligned with the Master Plan, but also look beyond just industrial or energy sectors. We need to diversify so we're not overly reliant on any one business sector. In my opinion, it's also essential to invest in practical infrastructure upgrades, like cleaning up key corridors, to make space for new growth. And above all, I think we need to prioritize small business support, because local ownership strengthens our neighborhoods and brings life back to areas that need it.

Question applies to Economic Development Corporation

Part of the roles as an EDC member is to work with partnering agencies. Could you share your experience with some of your current or past community connections? (Check all that apply) *

- ☒ Local small/large business owner
- ☒ Corporate executive (non-local HQ)

Question applies to Economic Development Corporation

Please list any professional experience or expertise that would support the mission of the Seabrook EDC. *

- ☒ Marketing, PR, tourism, or retail
- ☒ Technology, transportation, energy, or utilities
- ☒ Healthcare, HR, or social services
- ☒ Entrepreneurship or consulting

Question applies to Economic Development Corporation

What special skill or knowledge would you bring to the Seabrook Economic Development Corporation? You may also use this space to expand on any selections from the previous two questions.

I'm a strategic, results-driven leader with over 30 years of experience driving operations, transformation, and performance improvement across Fortune 100 and 500 companies. As the founder of a successful business consulting firm, I help organizations scale efficiently, simplify complexity, and achieve measurable outcomes. Beyond the corporate sphere, I've co-founded four small businesses and revitalized three others from near closure to sustained profitability. These experiences give me a hands-on perspective of the challenges entrepreneurs face, particularly in evolving local markets. My commitment to Seabrook's business community runs deep. Through volunteering, I've partnered with local business owners and witnessed firsthand the grit, growth, and potential of our small business ecosystem. I am dedicated to strengthening businesses and building even stronger communities—anchored in thoughtful growth, practical solutions, and collaboration that drives lasting impact. I am honored to contribute to Seabrook's continued progress and look forward to working alongside others who share a vision for a vibrant, inclusive future.

[Michelle_Brown_Executive_Resume_x0925.pdf](#)

Upload a Resume

By submitting this application, I hereby affirm that I am aware of the requirements for the position and certify that I meet those requirements

☒ I Agree

Executive Summary

Transformational executive specializing in operational design, business transformation, and M&A integration across healthcare, financial services, retail, logistics, and technology. Proven record of building organizations, scaling operations, and leading enterprise-wide change that delivers measurable outcomes. Skilled in defining metrics, designing monthly operating reviews, and embedding corrective action frameworks that enhance global performance. Recognized for \$30M+ in hard savings through acquisition integration, process standardization and automation. Trusted advisor to CEOs and boards, aligning strategy, execution, and culture to accelerate growth and profitability.

Core Competencies

Business Transformation | M&A Integration | AI Workflow Design | Customer Experience | Shared Services Delivery | Enterprise PMO | Lean Six Sigma (MBB) | Intelligent Process Automation | Balanced Scorecard | Organizational Strategy | Leadership Development

Professional Experience

Knack RCM

Vice President of Transformation | 2025

- **Institutionalized a monthly operating review cadence**, defining enterprise metrics, validating data sources, and embedding governance with corrective action planning to strengthen global performance.
- **Directed post-acquisition integrations**, delivering **\$3.1M in savings within 12 months** by identifying cross-business synergies, standardizing processes, deploying AI-enabled automation, and executing structured integration roadmaps.
- **Partnered with business unit leaders** to capture quick wins while advancing longer-term initiatives, balancing immediate impact with sustainable transformation.
- **Established a real-time opportunity pipeline** with quarterly portfolio reviews, enabling prioritization of initiatives based on revenue growth, cost savings, and operational value.
- **Served as a trusted advisor** to the CEO and executive team, embedding accountability into decision-making and fostering enterprise-wide collaboration.
- **Designed and implemented an enterprise-wide contract management process**, driving standardization, reducing risk exposure, and strengthening compliance.

Centric Consulting / Sholar Brown Performance Solutions, LLC

National Process Excellence Practice | 2016 – Present

- **Specialized in operational design** for startups, M&A, and large-scale transformations, delivering **\$12M+ in annualized revenue growth and cost savings**.
- **Standardized and automated enterprise workflows** across Lead-to-Order, Order-to-Cash, Procure-to-Pay, Order-to-Delivery, Recruit-to-Onboard, Customer Inquiry-to-Resolution, and Product Development-to-Launch.
- **Engineered ERP workflows and deployed AI-enabled scanning & Intelligent Process Automation (IPA)** to enhance scalability, speed, and efficiency.
- **Directed technology implementations** (ERP, eCommerce, Salesforce, Workflow/RPA, WMS), ensuring alignment with business strategy and operational requirements.
- **Led enterprise improvement initiatives** by facilitating Kaizen, SWOT, and Hoshin Planning workshops, conducting architecture gap assessments, and delivering structured automation roadmaps.

Amazon Pharmacy

Regional Fulfillment Site Leader – West Region | 2022 – 2023

- **Directed operations across four fulfillment centers**, overseeing 350+ associates and \$50M in inventory while processing 95K prescriptions weekly.
- **Boosted productivity by 18%** through dispense automation; **reduced dwell time by 69%** (12 hrs → 4.4 hrs).
- **Cut fulfillment backlog by 51%** (7.2 → 3.5 days) and **improved throughput by 71%** (35 → 60 units/hour per FTE) via deployment of Intelligent Process Automation (IPA).
- **Mentored pharmacists to Lean Six Sigma certification**, improving quality yields and reducing medication repair rates by 65%.

VillageMD

Vice President, MSO Shared Services & Customer Contact Center | 2020 – 2022

- **Built five Shared Services Delivery organizations** (Contact Center, Credentialing, Utilization Management, Claims, Health Plan Delegation Onboarding) to support rapid growth from **600 employees/135 clinics to 2,100 employees to 300 clinics within 12 months**.
- **Expanded Shared Services from 130 to 400+ associates** and scaled the operating budget to **\$35M**.
- **Launched a multi-market contact center** serving 180 clinics across 9 markets, **doubling call capacity** (22K → 42K weekly) while reducing cost per call by **\$3.50**, generating **\$6M+ in annual savings**.
- **Consolidated credentialing systems**, increasing throughput from 10K to 27K enrollments annually and eliminating **\$3.8M in held claims**.
- **Introduced Intelligent Process Automation (IPA)** for referral intake and triage, enabling straight-through processing and cutting STAT turnaround times from **72 hours to 24 hours**.
- **Designed and executed onboarding roadmaps** for 15 delegated services and 6 Direct Contracting Entities, establishing a PMO to ensure efficient, standardized implementation.

Accretive Health (R1 RCM)

Vice President, Process Excellence: Revenue Cycle & Patient Experience | 2013 – 2016

- **Standardized and automated patient access processes** across 60 hospitals, cutting registration time by **40%** and reducing denials by **50%**.
- **Increased pre-registration capacity by 90%** while reducing FTE requirements; improved patient satisfaction scores from **85% to 96%**.
- **Reduced Discharged Not Final Billed (DNFB) days** from 7.2 to 5.1, unlocking **\$4.5M in backlog**.
- **Designed a new hospital onboarding program** and conducted end-to-end assessments to identify integration gaps and accelerate performance ramp-up.
- **Served as product design leader** for defining Patient Access technology requirements.
- **Built an enterprise-wide performance metrics framework**, establishing entitlement baselines and identifying improvement opportunities.

Universal American

Vice President, Corporate Performance Improvement | 2010 – 2013

- **Directed a 25-member team** spanning Metrics, Quality, PMO, and Operational Excellence with a **\$1.7M budget**.
- **Delivered \$5.6M in savings within 18 months** and trained 30 leaders in OpEx, driving an additional **\$2.9M in savings**.
- **Improved CMS compliance** by eliminating annual ANOC/EOC communication errors and reducing Administrative CTM complaint rates by **55%**.
- **Enhanced STAR rating by 0.15** through optimization of the chart chase strategy.

Education & Certifications

- B.S., Criminology – Florida State University
- Lean Six Sigma Master Black Belt – George Group
- Balanced Scorecard Trainer – Balanced Scorecard Institute
- Certified Scrum Master – SSGI
- Lean Master – George Group

Civic Service and Community Leadership

- Seabrook Economic Development Corporation (SEDC) – Seabrook, Texas Board Appointment - 2025

Application Form

Information

Which Boards would you like to apply for?

Economic Development Corporation: Submitted

Profile

Paul R Dunphey
First Name Middle Initial Last Name

Home Address
City State Postal Code

Mailing Address

Email Address

Primary Phone

Dunphey Petroleum Services, Inc. President
Employer Job Title

Candidate Requirements

Have you been a resident of the City of Seabrook for longer than twelve (12) months?

☒ Yes ☐ No

How long have you been a resident of the City of Seabrook?

24 years

Are you registered to vote in the City of Seabrook?

☒ Yes ☐ No

Do you have a felony conviction for which you have not been pardoned?

☐ Yes ☒ No

Are you currently in arrears on any city taxes, utility charges, or other obligations owed to the City of Seabrook?

☐ Yes ☒ No

Are you an adversary party to a pending litigation against the City of Seabrook?

☐ Yes ☒ No

Experience

Have you previously served on a City of Seabrook board or commission?

☒ Yes ☐ No

If yes, Please indicate which board(s) or commission(s) you have served. *

☒ Seabrook Economic Development Corporation

Question applies to Economic Development Corporation

Have you attended a meeting of the SEDC?

☐ Yes ☒ No

Question applies to Economic Development Corporation

Are you currently a member of the SEDC?

☒ Yes ☐ No

Have you served a partial or full term on the City of Seabrook City Council?

☒ Yes ☐ No

Have you previously served on a board or commission of another city or organization?

☐ Yes ☒ No

Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of serving on this board or commission? *

☒ No

Question applies to Economic Development Corporation

Are you familiar with the City's Comprehensive Master Plan and zoning ordinance? *

☒ Yes

Question applies to Economic Development Corporation

In your view, how should the EDC's funding priorities align with the City's broader development goals?

yes

Question applies to Economic Development Corporation

Part of the roles as an EDC member is to work with partnering agencies. Could you share your experience with some of your current or past community connections? (Check all that apply) *

☒ Local small/large business owner

Question applies to Economic Development Corporation

Please list any professional experience or expertise that would support the mission of the Seabrook EDC. *

- ☒ Finance (banking, accounting, investment)
- ☒ Real estate, engineering, or development
- ☒ Legal, legislative, or government affairs
- ☒ Marketing, PR, tourism, or retail
- ☒ Entrepreneurship or consulting

Question applies to Economic Development Corporation

What special skill or knowledge would you bring to the Seabrook Economic Development Corporation? You may also use this space to expand on any selections from the previous two questions.

I have owned a small business for over 35 years, I have purchased and sold real estate for over 35 years and feel I am familiar with the needs and direction the City of Seabrook.

Please provide any additional information you feel would be useful to the City of Seabrook City Council in considering your application.

I have served as a volunteer for 23 year in the City of Seabrook. I would very much like to continue to improve our community and quality of life.

By submitting this application, I hereby affirm that I am aware of the requirements for the position and certify that I meet those requirements

☒ I Agree

Application Form

Information

Which Boards would you like to apply for?

Board of Adjustment - Building and Standards Commission: Submitted

Profile

Adam J Holland
First Name Middle Initial Last Name

Home Address
City State Postal Code

Mailing Address

Email Address
Primary Phone

La Porte ISD Director, Communications and Community Relations
Employer Job Title

Candidate Requirements

How long have you been a resident of the City of Seabrook?

3 Years

Are you registered to vote in the City of Seabrook?

Yes No

Do you have a felony conviction for which you have not been pardoned?

Yes No

Are you currently in arrears on any city taxes, utility charges, or other obligations owed to the City of Seabrook?

☐ Yes ☐ No

Are you an adversary party to a pending litigation against the City of Seabrook?

☐ Yes ☐ No

Experience

Have you previously served on a City of Seabrook board or commission?

☐ Yes ☐ No

If yes, Please indicate which board(s) or commission(s) you have served. *

☒ I have not served on a City of Seabrook board or commission.

Question applies to Board of Adjustment - Building and Standards Commission

Have you attended a meeting of the BOA/Building Standards Commission?

☐ Yes ☐ No

Question applies to Board of Adjustment - Building and Standards Commission

Are you currently a member of the BOA/Building Standards Commission?

☐ Yes ☐ No

Have you served a partial or full term on the City of Seabrook City Council?

☐ Yes ☐ No

Have you previously served on a board or commission of another city or organization?

☐ Yes ☐ No

If yes, Please indicate which cities/organizations you have served

Longview (TX) ISD Foundation; Boy Scouts of America (various at district/council, Tyler, TX); Longview Economic Development Council (ex officio - media representative-); Distinguished Alumni Committee (La Porte ISD - ex officio); Education Writers Association (voting member); several more upon request

Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of serving on this board or commission? *

☒ No

Question applies to Board of Adjustment - Building and Standards Commission

What special skill or knowledge would you bring to the Board of Adjustment - Building Standards Commission?

First, I am a former news reporter and editor (Press of Atlantic City; Asbury Park Press; Ocean County Observer; Longview News-Journal (editor); KEES/KYZS News-Talk Radio (news director); WOBN radio, news reporter; WJRZ radio (news anchor); Talk America (syndicated) news/co-host; and a freelancer for several publications. I began covering BoA meetings in 1988 and have covered countless ones since. I have also covered P&Z meetings, City Council meetings, County Commissioners Court/Freeholders meetings; and many more municipal meetings in my 30+ years as an AP award-winning journalist. — I know the role. I take it seriously. I am not a construction expert, but I know what questions to ask of those who are. I am impartial. I am more than fair.

Question applies to Board of Adjustment - Building and Standards Commission

The Board of Adjustment is considered a Quasi-Judicial Board with Appeals going to district court. What are your feelings on the importance of this role for which you are volunteering?

As someone who has spent many years covering land use, zoning, and local governance as a journalist, I have developed a deep respect for the role that quasi-judicial boards like the Board of Adjustment play in ensuring fair and lawful decision-making at the local level. I approach this opportunity with impartiality and a genuine willingness to learn. The Board of Adjustment serves a unique function—acting not as a policymaking body, but as one that interprets and applies existing law to individual cases. Given that its decisions can be appealed directly to district courts, it's essential that members carry out their duties with a clear understanding of the legal standards, an open mind, and a commitment to due process. I recognize the seriousness of this responsibility. My professional background has taught me the importance of transparency, accuracy, and listening to all sides of an issue. I believe those skills translate well into this role, and I'm committed to approaching each case objectively and thoughtfully.

Question applies to Board of Adjustment - Building and Standards Commission

Objectivity and a knowledge of municipal ordinances is a necessary to ascertain when a variance is in the public interest, does not create an unnecessary hardship, and upholds the spirit of the ordinance from which you are granting a variance. A financial hardship is not considered a reason for granting a variance. Please define "unnecessary hardship" as it would relate to granting a variance.

In the context of granting a variance, 'unnecessary hardship' refers to a situation where, due to the unique conditions of a property—not the personal or financial circumstances of the owner—the strict application of a zoning ordinance would deprive the property of reasonable use. It must be a hardship that is specific to the land itself, not one that is self-created or based solely on economic considerations. (At least, in my opinion.) From my experience as a journalist covering land use and zoning issues, I've seen how crucial it is that this standard be applied consistently and fairly. The idea is to strike a balance between protecting the integrity and intent of municipal ordinances and recognizing that, in rare cases, rigid application of the rules would result in an unjust outcome due to exceptional conditions. Understanding and upholding this principle requires objectivity, attention to detail, and a solid grasp of the ordinance language. I'm committed to applying these standards thoughtfully, with respect for precedent and the broader public interest, while remaining mindful that variances should not be a tool to sidestep established policy.

[AdamJHolland_2023_CV.pdf](#)

Upload a Resume

Please provide any additional information you feel would be useful to the City of Seabrook City Council in considering your application.

As a resident who truly cares about the future of Seabrook, I see this as an opportunity to give back to a community that means a great deal to me. I believe that local boards like the Board of Adjustment play a vital role in maintaining the character, fairness, and livability of our city, and I would be honored to be part of that work. Over the years, I've followed land use decisions closely, both as a journalist and as someone who values thoughtful growth and neighborhood integrity. I understand how important it is to uphold the spirit of our ordinances while also ensuring that residents are treated fairly when unique circumstances arise. I'm not coming in with an agenda, rather with a strong sense of civic responsibility and a willingness to listen, learn, and serve with integrity. I want to help ensure that decisions made at this level reflect both the law and the long-term interests of Seabrook and its residents.

By submitting this application, I hereby affirm that I am aware of the requirements for the position and certify that I meet those requirements

☒ I Agree

Demographics

Ethnicity

☒ Caucasian/Non-Hispanic

Political Party

☒ Independent

Gender

☒ Male

Sexual Orientation

☒ Straight/Heterosexual

06/09/1970

Date of Birth

ADAM J. HOLLAND

Seabrook, TX 77586 H:

SKILLS

- Digital marketing
- Strong broadcast and AP style writing skills
- Media relations
- Crisis communications
- Print media expertise
- Talented public speaker
- Strong written and verbal communication skills

EDUCATION

Master of Science: Communications, 2019, **Purdue University** – West Lafayette, IN
Graduate Certificate: Strategic Communications

Bachelor of Arts: General Studies (magna cum laude), 2015, **Lamar University** - Beaumont, TX

EMPLOYMENT HISTORY

Communications Director, 01/2020 – Current La Porte Independent School District — La Porte, TX

- Create and disseminate district narrative to internal and external stakeholders, and Houston-area media.
- Manage department of four communications professionals with the creation of regular printing projects, bi-weekly print newspaper insert, daily social media interactions, and emergency operations hub for the school district.
- Serve as the ‘voice’ of the district through all communiques.
- Create and maintain annual department budget.

Digital Content Editor, 08/2015 to 01/2020 **La Porte Independent School District** – La Porte, TX

- Wrote, edited and produced features for multiple platforms, including internet and Houston-area newspapers.
- Selected and updated stories and photos for the lpsd.org homepage, and for social media
- Arranged and conducted interviews with individuals knowledgeable about each story's subject matter.

Media & Community Relations Coordinator, 08/2010 to 08/2015 Longview Independent School District – Longview, TX

- Served as a spokesperson and representative for the school district.
- Developed and managed communications strategies, plans and budgets.
- Served as the primary point of contact for media calls, including requests for meetings and interviews with district officials.

Writer/PR coordinator, 11/2009 to 11/2018 DreamSpinner Communications

- Created effective messaging using language, graphics and marketing collateral for bestseller author Gail Z. Martin.
- Wrote off-site SEO content such as press releases, guest blog posts and informational articles.

Staff Writer/City Editor, 08/2006 to 08/2010 Cox Newspapers/ASP Westward - Longview News-Journal

- Evaluated and followed up on news leads and news tips to develop stories.
- Managed a newsroom of reporters and photographers to ensure a regular flow of accurate and engaging local news content.

ADDITIONAL INFORMATION

Community Involvement/Associations

- Boy Scouts of America - East Texas Area Council/District PR Chairman
- Longview (Texas) Martin Luther King Celebration Committee - member
- Longview Mentoring Advisory Council - member
- GLOBE Scholar/Texas Scholars - Executive Board
- Adopt-A-School - Board member

- National Eagle Scout Association – member
- Purdue Alumni Association - member

Professional Associations

- Public Relations Society of America
- Texas School Public Relations Association
- National School Public Relations Association
- Education Writers of America

Professional Awards

TSPRA 'Best of Category,' website and published article, 2016; Crystal Commendation, Campaign, 2017, 2019, Bright Idea Award, 2017, Gold Award, writing and press release, 2018, 2019; **TASA Media Honor Roll**, 2008; **NJCAMA 'Astra' Awards**, Local ad campaign finalist, 1997; **Texas Associated Press Broadcasters** 'Best Spot News,' 1990; 'Best General Assignment,' 1989, 1990

Application Form

Information

Which Boards would you like to apply for?

Board of Adjustment - Building and Standards Commission: Submitted

Profile

Jeffrey Larson
First Name Last Name

Home Address

City

State

Postal Code

Email Address

Primary Phone

Candidate Requirements

Have you been a resident of the City of Seabrook for longer than twelve (12) months?

☒ Yes ☐ No

How long have you been a resident of the City of Seabrook?

22 years

Are you registered to vote in the City of Seabrook?

☒ Yes ☐ No

Do you have a felony conviction for which you have not been pardoned?

☐ Yes ☒ No

Are you currently in arrears on any city taxes, utility charges, or other obligations owed to the City of Seabrook?

☐ Yes ☐ No

Are you an adversary party to a pending litigation against the City of Seabrook?

☐ Yes ☐ No

Experience

Have you previously served on a City of Seabrook board or commission?

☒ Yes ☐ No

If yes, Please indicate which board(s) or commission(s) you have served. *

☒ Board of Adjustment / Building Standards Commission

Question applies to Board of Adjustment - Building and Standards Commission

Have you attended a meeting of the BOA/Building Standards Commission?

☒ Yes ☐ No

Question applies to Board of Adjustment - Building and Standards Commission

Are you currently a member of the BOA/Building Standards Commission?

☒ Yes ☐ No

Have you served a partial or full term on the City of Seabrook City Council?

☒ Yes ☐ No

Have you previously served on a board or commission of another city or organization?

☐ Yes ☒ No

Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of serving on this board or commission? *

☒ No

Question applies to Board of Adjustment - Building and Standards Commission

What special skill or knowledge would you bring to the Board of Adjustment - Building Standards Commission?

Experience in City Council

Question applies to Board of Adjustment - Building and Standards Commission

The Board of Adjustment is considered a Quasi-Judicial Board with Appeals going to district court. What are your feelings on the importance of this role for which you are volunteering?

This board is very important in maintaining the building standards in the city!

Question applies to Board of Adjustment - Building and Standards Commission

Objectivity and a knowledge of municipal ordinances is a necessary to ascertain when a variance is in the public interest, does not create an unnecessary hardship, and upholds the spirit of the ordinance from which you are granting a variance. A financial hardship is not considered a reason for granting a variance. Please define "unnecessary hardship" as it would relate to granting a variance.

At times, the city zoning interpreted with no wiggle room can create a significant hardship for an owner of the property to fully comply. It may be that granting a variance will have no effect on public safety or appearance to the city and will allow use.

By submitting this application, I hereby affirm that I am aware of the requirements for the position and certify that I meet those requirements

☒ I Agree

Application Form

Information

Which Boards would you like to apply for?

Board of Adjustment - Building and Standards Commission: Submitted

Profile

Terri L. Sones
First Name Middle Initial Last Name

Home Address City State Postal Code

Email Address Primary Phone

Candidate Requirements

How long have you been a resident of the City of Seabrook?

39 years

Are you registered to vote in the City of Seabrook?

Yes No

Do you have a felony conviction for which you have not been pardoned?

Yes No

Are you currently in arrears on any city taxes, utility charges, or other obligations owed to the City of Seabrook?

Yes No

Are you an adversary party to a pending litigation against the City of Seabrook?

☐ Yes ☒ No

Experience

Have you previously served on a City of Seabrook board or commission?

☐ Yes ☒ No

If yes, Please indicate which board(s) or commission(s) you have served. *

☒ I have not served on a City of Seabrook board or commission.

Question applies to Board of Adjustment - Building and Standards Commission

Have you attended a meeting of the BOA/Building Standards Commission?

☒ Yes ☐ No

Question applies to Board of Adjustment - Building and Standards Commission

Are you currently a member of the BOA/Building Standards Commission?

☐ Yes ☒ No

Have you served a partial or full term on the City of Seabrook City Council?

☐ Yes ☒ No

Have you previously served on a board or commission of another city or organization?

☒ Yes ☐ No

If yes, Please indicate which cities/organizations you have served

Baywood Property Owners Assoc.

Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of serving on this board or commission? *

☒ No

Question applies to Board of Adjustment - Building and Standards Commission

What special skill or knowledge would you bring to the Board of Adjustment - Building Standards Commission?

I worked as an Instrument/Electrical Designer for 35 years. I have supervised the building of my own home and have purchased and subdivided property in Seabrook. I have a good working knowledge of plans and processes of building and the requirements of the different disciplines involved in each step.

Question applies to Board of Adjustment - Building and Standards Commission

The Board of Adjustment is considered a Quasi-Judicial Board with Appeals going to district court. What are your feelings on the importance of this role for which you are volunteering?

This is a very important role to make sure the city keeps up with current building code standards, ICC & IRC, and works with residents and business owners to ensure they are building to a safe set of standards. The area we live in requires a high level of vigilance to codes as we are subject to hurricanes and flooding.

Question applies to Board of Adjustment - Building and Standards Commission

Objectivity and a knowledge of municipal ordinances is a necessary to ascertain when a variance is in the public interest, does not create an unnecessary hardship, and upholds the spirit of the ordinance from which you are granting a variance. A financial hardship is not considered a reason for granting a variance. Please define "unnecessary hardship" as it would relate to granting a variance.

Cost and time may need to be considered for a variance. The ability to relocate, if an order to vacate is issued, may required a short additional time limit. The ability to obtain required documents to present to the city such as engineered plans or experts for determinations of safety or ability to rehab a structure.

Please provide any additional information you feel would be useful to the City of Seabrook City Council in considering your application.

I retired Nov. 31, 2018 from Middough Engineering. I no longer have a copy of my resume on my computer however I'm attempting to obtain a copy from them. I worked for Worley Parsons, and many other engineering companies in the area. Living in Seabrook for so long I care about the safety of residents and the aesthetics of our town.

By submitting this application, I hereby affirm that I am aware of the requirements for the position and certify that I meet those requirements

☒ I Agree



Agenda Briefing

Date of Meeting: November 18, 2025

Responsible Department: Public Works

Presenter: Brian Craig, Director of Public Works | City Engineer

Briefing Prepared By: Brian Craig

Strategic Focus Area: INFRASTRUCTURE

General Information:

Consider and take all appropriate action to award the Main Street Wastewater Treatment Plant demolition project to JTR Constructors, Inc for a bid price of \$1,166,300.00 and authorize the City Manager to execute a contract.

Executive Summary / Background:

This is designated within our CIP as WW19 and with the activation of the new Pine Gully Wastewater Treatment Plant, we can now demolish the Main Street Wastewater Treatment plant per TCEQ requirements. TCEQ approved the Closure Plan on July 29, 2024 (closure plan and approval email attached for reference). Two bids were received from the request for proposal process, with bids ranging from \$1,166,300.00 to \$2,056,445.10. The City's contract engineering firm has provided a letter of recommendation to JTR Constructors, Inc and City staff is in agreement with the recommendation for project cost of \$1,166,300.00.

Funding / Fiscal Information:

29-290-5240

Supporting Materials Attached:

1. Bid Tab - MSWWTP Demo
2. Cobb Fendley Letter of Recommendation - 11-4-25

Prior Action / Review by Council, Boards, Commissions:

Fund 29

Staff Recommendation:

Staff recommends approval of the bid to JTR Constructors, Inc.

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.

PROJECT: MAIN STREET WASTEWATER TREATMENT PLANT DEMOLITION

CLIENT: CITY OF SEABROOK

DATE OF BID OPENING: OCTOBER 30, 2025

TIME: 2 PM

CFA PROJECT NUMBER: 1912-001-22

SEABROOK PROJECT NUMBER: 2025-14-422

BASE BID

				BIDDER NO. 1		BIDDER NO. 2	
				JTR Constructors, Inc.		American Integrated Services, Inc.	
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization (No Greater Than 5% of Total Bid)	LS	1	\$ 56,000.00	\$ 56,000.00	\$ 56,550.00	\$ 56,550.00
2	Demolition and Removal of Above Ground Structures, Including Requirements in Asbestos Report, Including Haul-Off and Disposal	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 491,670.00	\$ 491,670.00
3	Excavation Below Foundations to 4' Below Grade, Including Haul-Off and Disposal	CY	2615	\$ 35.00	\$ 91,525.00	\$ 430.64	\$ 1,126,123.60
4	Overall Site Excavation and Regrading, Including Tree/Brush Removal and Clearing, Including Select Earth Fill Material to Grades Shown on Plans, Complete in Place	LS	1	\$ 372,260.00	\$ 372,260.00	\$ 135,870.00	\$ 135,870.00
5	Remove and Dispose of Existing Pavement, Curb and Base (All Types and Depths), Includes all Saw-Cutting Required, Includes Haul-Off and Disposal	SY	2,088	\$ 9.00	\$ 18,792.00	\$ 19.31	\$ 40,319.28
6	Utility Disconnection, Including Removal Existing Pipe (All Sizes), Includes Haul-Off and Disposal	LS	1	\$ 117,000.00	\$ 117,000.00	\$ 69,847.00	\$ 69,847.00
7	SWPPP Measures per the Drawings, Including Inspection, Maintenance, Reporting, and Other Permits Requiring Coordination	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,842.00	\$ 10,842.00
8	Chain Link Fence for Lift Station, Including Access Gates, Including Beige Privacy Slats, Complete in Place	LF	268	\$ 161.00	\$ 43,148.00	\$ 124.24	\$ 33,296.32
9	6-Inch Reinforced Concrete Driveway, Including 6-Inch Cement Stabilized Sand and Curb Removal, Complete in Place	SF	470	\$ 50.00	\$ 23,500.00	\$ 24.18	\$ 11,364.60
10	4-1/2-Inch Reinforced Concrete Sidewalk, Including 6-Inch Cement Stabilized Sand and Curb Removal, Complete in Place	SF	195	\$ 31.00	\$ 6,045.00	\$ 29.54	\$ 5,760.30
11	Odor Vent System, Including 100 LF of 8" Piping and Installation of Above Ground Piping to the Existing Electrical Platform Structure, Complete in Place	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 61,738.00	\$ 61,738.00
12	Furnish, Install, Fertilize and Water Hydro-Mulch Seeding for Erosion Control for All Disturbed Areas, Complete in Place	AC	2	\$ 1,515.00	\$ 3,030.00	\$ 6,532.00	\$ 13,064.00
TOTAL BID					\$ 1,166,300.00		\$ 2,056,445.10

November 4, 2025

Mr. Brian Craig
Public Works Director/City Engineer
City of Seabrook
1700 First Street
Seabrook, Texas 77586

Re: Letter of Recommendation
Main Street Wastewater Treatment Plant Demolition
Seabrook Project No. 2025-14-422
CobbFendley Project No. 1912-001-22

Dear Mr. Craig,

Bids for the referenced project were received on October 30, 2025, and a tabulation of those is attached to this letter. The low bid was submitted by **JTR Constructors, Inc.**

Based on our review of the bids and qualifications of the bidder, we recommend award of the contract to **JTR Constructors, Inc.** for a total Bid Price of **\$1,166,300.00**. If you have any questions or require additional information, please contact me.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Kimberly Waddell, P.E.
Project Manager

CC: Jesse Olivo, City of Seabrook

Attachments:

- Bid Tabulation

PROJECT: MAIN STREET WASTEWATER TREATMENT PLANT DEMOLITION

CLIENT: CITY OF SEABROOK

DATE OF BID OPENING: OCTOBER 30, 2025

TIME: 2 PM

CFA PROJECT NUMBER: 1912-001-22

SEABROOK PROJECT NUMBER: 2025-14-422

BASE BID

				BIDDER NO. 1		BIDDER NO. 2	
				JTR Constructors, Inc.		American Integrated Services, Inc.	
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization (No Greater Than 5% of Total Bid)	LS	1	\$ 56,000.00	\$ 56,000.00	\$ 56,550.00	\$ 56,550.00
2	Demolition and Removal of Above Ground Structures, Including Requirements in Asbestos Report, Including Haul-Off and Disposal	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 491,670.00	\$ 491,670.00
3	Excavation Below Foundations to 4' Below Grade, Including Haul-Off and Disposal	CY	2615	\$ 35.00	\$ 91,525.00	\$ 430.64	\$ 1,126,123.60
4	Overall Site Excavation and Regrading, Including Tree/Brush Removal and Clearing, Including Select Earth Fill Material to Grades Shown on Plans, Complete in Place	LS	1	\$ 372,260.00	\$ 372,260.00	\$ 135,870.00	\$ 135,870.00
5	Remove and Dispose of Existing Pavement, Curb and Base (All Types and Depths), Includes all Saw-Cutting Required, Includes Haul-Off and Disposal	SY	2,088	\$ 9.00	\$ 18,792.00	\$ 19.31	\$ 40,319.28
6	Utility Disconnection, Including Removal Existing Pipe (All Sizes), Includes Haul-Off and Disposal	LS	1	\$ 117,000.00	\$ 117,000.00	\$ 69,847.00	\$ 69,847.00
7	SWPPP Measures per the Drawings, Including Inspection, Maintenance, Reporting, and Other Permits Requiring Coordination	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,842.00	\$ 10,842.00
8	Chain Link Fence for Lift Station, Including Access Gates, Including Beige Privacy Slats, Complete in Place	LF	268	\$ 161.00	\$ 43,148.00	\$ 124.24	\$ 33,296.32
9	6-Inch Reinforced Concrete Driveway, Including 6-Inch Cement Stabilized Sand and Curb Removal, Complete in Place	SF	470	\$ 50.00	\$ 23,500.00	\$ 24.18	\$ 11,364.60
10	4-1/2-Inch Reinforced Concrete Sidewalk, Including 6-Inch Cement Stabilized Sand and Curb Removal, Complete in Place	SF	195	\$ 31.00	\$ 6,045.00	\$ 29.54	\$ 5,760.30
11	Odor Vent System, Including 100 LF of 8" Piping and Installation of Above Ground Piping to the Existing Electrical Platform Structure, Complete in Place	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 61,738.00	\$ 61,738.00
12	Furnish, Install, Fertilize and Water Hydro-Mulch Seeding for Erosion Control for All Disturbed Areas, Complete in Place	AC	2	\$ 1,515.00	\$ 3,030.00	\$ 6,532.00	\$ 13,064.00
TOTAL BID					\$ 1,166,300.00		\$ 2,056,445.10



Agenda Briefing

Date of Meeting: November 18, 2025

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area: QUALITY OF LIFE

General Information:

Consider and take all appropriate action on approval of a proposal with Kimley-Horn and Associates, Inc. for Bayside Park Expansion final design and construction drawings to proceed to the Seabrook Economic Development Corporation (SEDC) for funding consideration.

Executive Summary / Background:

The City of Seabrook, in partnership with Kimley-Horn and Associates, Inc., has completed the initial conceptual design and stakeholder engagement for the Bayside Park Expansion located on Main Street at the site of the former wastewater treatment plant.

The proposed next phase, as outlined in Kimley-Horn's *Scope of Work – Bayside Park Construction Documents* will include detailed design development and preparation of construction documents based on the previously approved Illustrative Master Plan and Opinion of Probable Construction Cost (OPCC) dated August 19, 2025

This phase will refine design details, establish bid-ready plans, and coordinate with the Galveston Bay Foundation on coastal prairie restoration and optional waterside improvements. The proposal also includes optional environmental and permitting support tasks.

Kimley-Horn proposes to perform the next phase of professional design services under the following structure:

- Tasks 1–5 (Base Services): Project Management, Design Development, Construction Documents, Bidding, and Construction Phase Services — \$233,500

(lump sum and hourly mixed)

- Tasks 6–10: Irrigation Plans, Waterside Improvements, Aquatic Resources Delineation, Protected Species Assessment, and Desktop Cultural Resources Review — \$42,500 (optional, as authorized by the City)

Total potential design authorization: up to \$276,000 depending on optional services selected.

Funding / Fiscal Information:

Recommendation for SEDC funding consideration for the proposal

Supporting Materials Attached:

1. Bayside Park CDs Proposal_rev

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



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

Date: October 28, 2025

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

PROJECT ASSUMPTIONS

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

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

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

INFORMATION TO BE PROVIDED BY THE CITY

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

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

SITE



SCOPE OF WORK

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

Task 1 – Project Management

The Consultant will perform the following services:

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

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

Task 2 – Design Development

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

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

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

Meetings:

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

Deliverables:

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

Task 3 – Construction Documents

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

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

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

Meetings:

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

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

Deliverables:

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

Task 4 – Bidding Phase Services

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

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

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

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

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

Task 5 – Construction Phase Services

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

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

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

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

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

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

Task 6 – Irrigation Plans

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

Task 7 – Waterside Improvements

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

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

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

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

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

Task 8 - Aquatic Resources Delineation

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

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

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

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

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

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

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

Task 9 - Protected Species Assessment

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

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

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

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

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

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

Task 10 - Desktop Cultural Resources Review

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

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

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

ADDITIONAL SERVICES

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

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

SCHEDULE

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

FEE AND EXPENSES

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

PROFESSIONAL SERVICES

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

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

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

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

CLOSURE

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

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

Attached:

Hourly Rate Schedule

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

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

Effective through June 30, 2026

Subject to annual adjustment thereafter



Agenda Briefing

Date of Meeting: November 18, 2025

Responsible Department: Public Works

Presenter: Brian Craig, Director of Public Works | City Engineer

Briefing Prepared By: Brian Craig

Strategic Focus Area: Infrastructure

General Information:

Consider and take all appropriate action on the annual groundwater well inspection services agreement with Alsay Incorporated and authorize the City Manager to execute the agreement.

Executive Summary / Background:

This is being presented to City Council for approval as the inspection services for all three water wells could exceed the \$50,000 threshold. In June 2020, procurement policies were met to secure Alsay Incorporated for water well inspection and repair services. This is the annual agreement update with Alsay.

The estimated cost of inspection services for all three wells will be \$48,900 + repair costs if issues found.

If repair services are needed from the inspections, staff will get a proposal for the work and, if over the \$50,000 threshold, return to City Council for approval before proceeding.

Funding / Fiscal Information:

Funds are within Water Budget 902-6090 Water System/Major

Supporting Materials Attached:

1. Seabrook Updated MSA
2. Alsay Agreement 2020-03-324

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Staff recommends approval of the 2025 -2026 annual agreement and inspection services

cost.

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
WATER WELL INSPECTION AND REPAIR SERVICES
PROJECT #2020-03-324**

This Agreement ("Agreement") is entered into by and between the undersigned, Alsay Incorporated, ("Contractor"), registered office at 6615 Gant Rd., Houston, Texas 77066-1998, and the City of Seabrook ("City"), Texas, a home-rule municipal corporation of the State of Texas, located at 1700 First Street, Seabrook, Texas, 77586.

The purpose of this Agreement is to provide for the inspection, assessment, and repair of various, (3), water wells around the City, (all as specifically referenced in the Request for Proposal Project #2020-03-324, attached hereto, ("Project") which is incorporated herein by reference. Specifically, the subject water wells are located at (1) 2027 Humble Drive; (2) 2501 Humble Drive; and (3) 2613 S. Red Bluff Road.

Section 1. Services: Contractor will perform the designated services for the Project, as delineated in the Request for Proposal, "Scope of Work", including performing a comprehensive evaluation conforming with the rules and regulations for public water systems as established by TCEQ in Title 30 Texas Administrative Code (30 TAC), Chapter 290, as set forth therein ("Services"), which is attached hereto and incorporated for all purposes. The Services under this Agreement shall be completed as detailed in the Request for Proposal and as provided herein. The cost of Services by Contractor, consistent with the terms of the Project, as referenced in Contractor's Proposal, shall be as follows (subject to adjustment for the tests requested/approved by City and performed by Contractor) :

- a. Predictive well maintenance analysis and report to include data summary, conclusion, performance test report, vibration analysis, static water level, well production rate, and recommended repairs for each well site –

\$800 per test

- b. Inspection services to include visual investigation of the equipment, motor, shaft, column, piping, downhole survey, detailed water quality, and bowl and screen analysis –

\$15,500 per Well

- c. Repair services including mobilization and hourly service charges for personnel and equipment –

\$500.00 hour

The terms and conditions of this Agreement take precedence over Contractor's Proposal and all exhibits and attachments. Services shall not be initiated or performed until all required insurance and bonds, as made the basis of Request for Proposal Project, have been approved by City.

Section 2. Term and Termination: This Agreement shall be for a term of one (1) years, to begin on 10/1/25 , and shall terminate on 10/1/26 . The Agreement may be renewed for two (2) additional one (1) year terms with the mutual consent of both parties, not

less than 30 days prior to the expiration of the initial term. This Agreement may be terminated, upon thirty (30) days written notice, by the City without cause or by the Contractor for cause. This Agreement may be terminated immediately by the City for cause, as determined by City. Upon termination, City shall pay Contractor, at the rate set out above, for Services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

Section 3. Compensation: Contractor shall be paid for the services and reimbursable travel expenses, if any, as set forth herein. City shall pay Contractor in accordance with the Texas Government Code, Chapter 2251 which shall control payment requirements between the parties, as provided by statute. Contractor must submit invoices for all Services, which invoices must include dates and hours of service and details of services provided. Invoices shall be submitted, not later than the second (2nd) and fourth (4th) Friday of each month, to the City Project Manager or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The City shall be under no obligation to pay for Services rendered without prior authorization. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to City.

Section 4. Travel: Contractor shall not be reimbursed for travel conducted in the pursuit of this Agreement.

Section 5. Limit of Appropriation and Fiscal Funding: The Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available the amount budgeted by the City to discharge any and all liabilities which may be incurred by the City pursuant to this Agreement and that the total maximum compensation that the Contractor may become entitled to hereunder and the total maximum sum that the City shall become liable to pay to the Contractor hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission and approval by an authorized official from the City, as provided herein. The City's fiscal year is October 1 through September 30. If this Agreement extends beyond September 30th, there shall be a fiscal funding determination. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the City.

Section 6. Relationship of the Parties: Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of Seabrook employees. Contractor shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.

Section 7. Authority of City Project Manager: All Services to be performed by the Contractor hereunder shall be performed to the satisfaction of the City's project manager, namely City Manager or designee. The City's project manager shall decide any and all questions which may arise as to the quality or acceptability of the Services performed by the Contractor, and the decisions of the City's project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the City's project manager to alter, vary or amend this Agreement.

Section 8. Intellectual Property: This Agreement shall be an agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the Services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints City to assert on the Contractor's behalf, but without obligation on the City to do so, the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City purposes.

Section 9. Confidentiality: During the term of this Agreement, Contractor may come in contact with confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the Services provided under this agreement or the engagement of Contractor without the prior written approval of City.

Section 10. Warranties and Representations: Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

Section 11. Licenses/Certifications: Contractor agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

Section 12. Performance/Qualifications and Assignment: Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. The City and the Contractor bind themselves and their successors, executors, administrators, and assigns to this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants

of this Agreement. Contractor shall not assign, sublet or transfer its or his interest or duties in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

Section 13. Conflict of Interest: Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement. Pursuant to Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the City Council or has a value of at least \$1 million, Contractor further warrants that Contractor has submitted a disclosure of interested parties to the CITY.

Section 14. Insurance: For the entire term of the Agreement ("Term"), Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence, \$2,000,000 in the aggregate or professional malpractice insurance (whichever applies). Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Insurance Policy Endorsements and any additional coverage evidence requested by City evidencing these insurance requirements prior to the start of work. The Contractor shall notify the City in the event of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The Contractor shall provide replacement evidence of coverage, as determined adequate by City commensurate with the requirements of this Agreement, prior to such change or cancellation. The Contractor agrees to waive all the Contractors, its officers, employees, agents, assigns, and successors' rights of subrogation, except as provided by law, against the City, its officers, employees, and elected representatives for injuries, including death, property damage, or other loss covered by insurance and the Contractor will provide a waiver of subrogation endorsement against the City. The City must be named or listed on the endorsement. **COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DIVISION AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

Section 15. Indemnification: THE CONTRACTOR, TO THE FULLEST EXTENT PROVIDED BY LAW, HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF

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

Section 16. Release. The Contractor releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder.

Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

Section 17. Force Majeure: Neither City nor Contractor will be liable for any failure, breach, loss, damage or delay in the performance of this Agreement due to any cause beyond its reasonable control, including, an act of war, an act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of Contractor), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

Section 18. Notices: Any notice given under this contract by either party to the other may be given by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

Section 19. Texas Family Code Child Support Certification: Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Section 20. Eligibility to Receive Payment: Contractor certifies that, as a matter of State law, it is not ineligible to enter into the Agreement and receive payments pursuant to the Agreement and acknowledges that the Agreement may be immediately terminated, and payment withheld if this representation is inaccurate.

Section 21. Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations: Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code

Section 22. Jurisdiction: City and Contractor agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction exclusively in Harris County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

Section 23. Prohibition on Boycotting Israel. Pursuant to Section 2270.002, Texas Government Code, City may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing the House Bill 89 Verification Form, attached hereto and incorporated herein for all purposes, Contractor verifies that Contractor does not boycott Israel or will not boycott Israel during the term of this Agreement.

Section 24. No Indemnification by City. Notwithstanding anything herein to the contrary, including any documents or exhibits that may be attached or incorporated by reference, it is specifically stipulated, agreed and acknowledged by Contractor/subcontractors/assigns, that under no circumstances shall the City ever be required, obligated, interpreted or determined to hold and save Contractor harmless, or for City to provide indemnification to Contractor or any party/3rd party as a result of this Agreement, it being specifically understood that the City has not created a sinking fund for any such purposes, as required by Texas Constitution Article 11, Section 7. Contractor acknowledges that City takes the position that such indemnification is not permitted by state law.

Section 25. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

Section 26. Severability: In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

Section 27. Authority: Contractor warrants and represents that Contractor has full power and authority to enter into and perform this agreement and to make the grant of rights contained

herein. The person signing on behalf of City represents that he/she has authority to sign this agreement on behalf of City.

[EXECUTION PAGE FOLLOWS]

Note: Modification of this Form requires approval by the Office of the City Attorney.

Contractor

City of Seabrook

By: *Brandon Upton*

By:

Name: Brando Upton

Name:

Title: Business Development Manager

Title:

Date: 10/1/2025

Date:

**CITY OF SEABROOK
WATER WELL INSPECTION AND REPAIR SERVICES
PROJECT #2020-03-324**

This Agreement ("Agreement") is entered into by and between the undersigned, Alsay Incorporated, ("Contractor"), registered office at 6615 Gant Rd., Houston, Texas 77066-1998, and the City of Seabrook ("City"), Texas, a home-rule municipal corporation of the State of Texas, located at 1700 First Street, Seabrook, Texas, 77586.

The purpose of this Agreement is to provide for the inspection, assessment, and repair of various, (3), water wells around the City, (all as specifically referenced in the Request for Proposal Project #2020-03-324, attached hereto, ("Project") which is incorporated herein by reference. Specifically, the subject water wells are located at (1) 2027 Humble Drive; (2) 2501 Humble Drive; and (3) 2613 S. Red Bluff Road.

Section 1. Services: Contractor will perform the designated services for the Project, as delineated in the Request for Proposal, "Scope of Work", including performing a comprehensive evaluation conforming with the rules and regulations for public water systems as established by TCEQ in Title 30 Texas Administrative Code (30 TAC), Chapter 290, as set forth therein ("Services"), which is attached hereto and incorporated for all purposes. The Services under this Agreement shall be completed as detailed in the Request for Proposal and as provided herein. The cost of Services by Contractor, consistent with the terms of the Project, as referenced in Contractor's Proposal, shall be as follows (subject to adjustment for the tests requested/approved by City and performed by Contractor) :

- a. Predictive well maintenance analysis and report to include data summary, conclusion, performance test report, vibration analysis, static water level, well production rate, and recommended repairs for each well site –

\$500 per test

- b. Inspection services to include visual investigation of the equipment, motor, shaft, column, piping, downhole survey, detailed water quality, and bowl and screen analysis –

\$8,500.00 per Well

- c. Repair services including mobilization and hourly service charges for personnel and equipment –

\$400.00 hour

The terms and conditions of this Agreement take precedence over Contractor's Proposal and all exhibits and attachments. Services shall not be initiated or performed until all required insurance and bonds, as made the basis of Request for Proposal Project, have been approved by City.

Section 2. Term and Termination: This Agreement shall be for a term of three (3) years, to begin on June 3, 2020, and shall terminate on June 2, 2023. The Agreement may be renewed for two (2) additional one (1) year terms with the mutual consent of both parties, not

less than 30 days prior to the expiration of the initial term. This Agreement may be terminated, upon thirty (30) days written notice, by the City without cause or by the Contractor for cause. This Agreement may be terminated immediately by the City for cause, as determined by City. Upon termination, City shall pay Contractor, at the rate set out above, for Services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

Section 3. Compensation: Contractor shall be paid for the services and reimbursable travel expenses, if any, as set forth herein. City shall pay Contractor in accordance with the Texas Government Code, Chapter 2251 which shall control payment requirements between the parties, as provided by statute. Contractor must submit invoices for all Services, which invoices must include dates and hours of service and details of services provided. Invoices shall be submitted, not later than the second (2nd) and fourth (4th) Friday of each month, to the City Project Manager or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The City shall be under no obligation to pay for Services rendered without prior authorization. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to City.

Section 4. Travel: Contractor shall not be reimbursed for travel conducted in the pursuit of this Agreement.

Section 5. Limit of Appropriation and Fiscal Funding: The Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available the amount budgeted by the City to discharge any and all liabilities which may be incurred by the City pursuant to this Agreement and that the total maximum compensation that the Contractor may become entitled to hereunder and the total maximum sum that the City shall become liable to pay to the Contractor hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission and approval by an authorized official from the City, as provided herein. The City's fiscal year is October 1 through September 30. If this Agreement extends beyond September 30th, there shall be a fiscal funding determination. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the City.

Section 6. Relationship of the Parties: Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of Seabrook employees. Contractor shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.

Section 7. Authority of City Project Manager: All Services to be performed by the Contractor hereunder shall be performed to the satisfaction of the City's project manager, namely City Manager or designee. The City's project manager shall decide any and all questions which may arise as to the quality or acceptability of the Services performed by the Contractor, and the decisions of the City's project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the City's project manager to alter, vary or amend this Agreement.

Section 8. Intellectual Property: This Agreement shall be an agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the Services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints City to assert on the Contractor's behalf, but without obligation on the City to do so, the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City purposes.

Section 9. Confidentiality: During the term of this Agreement, Contractor may come in contact with confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the Services provided under this agreement or the engagement of Contractor without the prior written approval of City.

Section 10. Warranties and Representations: Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

Section 11. Licenses/Certifications: Contractor agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

Section 12. Performance/Qualifications and Assignment: Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. The City and the Contractor bind themselves and their successors, executors, administrators, and assigns to this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants

of this Agreement. Contractor shall not assign, sublet or transfer its or his interest or duties in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

Section 13. Conflict of Interest: Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement. Pursuant to Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the City Council or has a value of at least \$1 million, Contractor further warrants that Contractor has submitted a disclosure of interested parties to the CITY.

Section 14. Insurance: For the entire term of the Agreement ("Term"), Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence, \$2,000,000 in the aggregate or professional malpractice insurance (whichever applies). Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Insurance Policy Endorsements and any additional coverage evidence requested by City evidencing these insurance requirements prior to the start of work. The Contractor shall notify the City in the event of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The Contractor shall provide replacement evidence of coverage, as determined adequate by City commensurate with the requirements of this Agreement, prior to such change or cancellation. The Contractor agrees to waive all the Contractors, its officers, employees, agents, assigns, and successors' rights of subrogation, except as provided by law, against the City, its officers, employees, and elected representatives for injuries, including death, property damage, or other loss covered by insurance and the Contractor will provide a waiver of subrogation endorsement against the City. The City must be named or listed on the endorsement. **COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DIVISION AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

Section 15. Indemnification: THE CONTRACTOR, TO THE FULLEST EXTENT PROVIDED BY LAW, HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF

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

Section 16. Release. The Contractor releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder.

Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

Section 17. Force Majeure: Neither City nor Contractor will be liable for any failure, breach, loss, damage or delay in the performance of this Agreement due to any cause beyond its reasonable control, including, an act of war, an act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of Contractor), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

Section 18. Notices: Any notice given under this contract by either party to the other may be given by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

Section 19. Texas Family Code Child Support Certification: Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Section 20. Eligibility to Receive Payment: Contractor certifies that, as a matter of State law, it is not ineligible to enter into the Agreement and receive payments pursuant to the Agreement and acknowledges that the Agreement may be immediately terminated, and payment withheld if this representation is inaccurate.

Section 21. Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations: Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code

Section 22. Jurisdiction: City and Contractor agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction exclusively in Harris County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

Section 23. Prohibition on Boycotting Israel. Pursuant to Section 2270.002, Texas Government Code, City may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing the House Bill 89 Verification Form, attached hereto and incorporated herein for all purposes, Contractor verifies that Contractor does not boycott Israel or will not boycott Israel during the term of this Agreement.

Section 24. No Indemnification by City. Notwithstanding anything herein to the contrary, including any documents or exhibits that may be attached or incorporated by reference, it is specifically stipulated, agreed and acknowledged by Contractor/subcontractors/assigns, that under no circumstances shall the City ever be required, obligated, interpreted or determined to hold and save Contractor harmless, or for City to provide indemnification to Contractor or any party/3rd party as a result of this Agreement, it being specifically understood that the City has not created a sinking fund for any such purposes, as required by Texas Constitution Article 11, Section 7. Contractor acknowledges that City takes the position that such indemnification is not permitted by state law.

Section 25. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

Section 26. Severability: In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

Section 27. Authority: Contractor warrants and represents that Contractor has full power and authority to enter into and perform this agreement and to make the grant of rights contained

herein. The person signing on behalf of City represents that he/she has authority to sign this agreement on behalf of City.

[EXECUTION PAGE FOLLOWS]

Contractor

By: Charlie Liesberger

Name: Charlie Liesberger

Title: Assistant Secretary

Date: 5/21/2020

City of Seabrook

By: Thomas G. Kolupski

Name: Thomas G Kolupski

Title: Mayor

Date: 6/3/2020

Note: Modification of this Form requires approval by the Office of the City Attorney.



City of Seabrook Request for Proposal Project #2020-03-324
Engineering Services: Inspection and Assessment of Water Wells

Sealed Request for Proposals for Water Well Inspection and Repair Services, Seabrook Project 2020-03-324 will be accepted until 2:00 PM on April 21, 2020 by the Purchasing Coordinator, Ashish Patel, 1700 First Street, Seabrook, Texas 77586, from vendors licensed in the state of Texas to provide services for the inspection and assessment of Potable Water Wells. Bids must be received and time stamped by the Purchasing Coordinator prior to the aforementioned time, when they will be publicly opened and read aloud in City Council Chambers. No late bids will be accepted. Bidding documents may be obtained at Seabrook City Hall or by contacting the Purchasing Coordinator, Ashish Patel through email apatel@seabrooktx.gov.

A mandatory pre-bid Conference and site visit is scheduled on April 14, 2020 at 2:00 PM to discuss the city's requirements under this RFP and see the project site.

PUBLISHED: Thursday, April 2, 2020
Thursday, April 9, 2020

Table of Contents

I.	General Information	1
A.	INTENT	1
B.	RECEIPT AND OPENING OF BIDS	1
C.	BID MODIFICATION	1
D.	SCHEDULE CHANGES AND OTHER ADDENDUMS	1
E.	METHOD OF AWARD	2
F.	CONDITIONS OF WORK	2
G.	LAWS AND REGULATIONS	2
H.	CONFLICT OF INTEREST	2
I.	PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES	3
J.	PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL	3
K.	DISCLOSURE OF INTERESTED PARTIES	3
L.	NON-TRANSFERABLE AGREEMENT	4
M.	INDEMNIFICATION	4
N.	INSURANCE	5
O.	BID BOND	5
P.	PAYMENT AND PERFORMANCE BOND	5
Q.	TERM, RENEWAL, TERMINATION	6
R.	RATE OF PAY	7
S.	INVOICES AND PAYMENT	7
II.	Scope of Work	8
A.	INTENT	8
B.	PROJECT SPECIFICS	8
C.	EVALUATION CRITERIA	9
D.	INSTRUCTIONS FOR RESPONDING	10
FORM:	VENDOR INFORMATION FORM	
FORM:	HOUSE BILL 89 VERIFICATION FORM	

City of Seabrook RFP Timeline

<u>EVENT</u>	<u>DATE</u>
Issuance of RFP	04/02/2020
Published	04/02/2020 04/09/2020
Mandatory Site Visit (Pre-Bid Meeting)	04/14/2020
Response Due Date (2:00 PM)	04/21/2020
Response Opening (2:00 PM)	04/21/2020

Checklist of Documents to Return in Sealed Bid

- _____ Conflict of Interest Questionnaire (if needed)
- _____ Proposer's Residency Certification
- _____ House Bill 89 Verification Form

I. General Information

A. INTENT

The City of Seabrook seeks competitive bids from Professional vendors to inspect and repair water wells within the City of Seabrook.

B. RECEIPT AND OPENING OF BIDS

The City of Seabrook, (hereinafter called "CITY") invites bids on the form attached hereto. Sealed bids shall be submitted, **including one (1) marked original and one (1) marked duplicate** on the original forms and clearly marked with bid number and description. This form must be fully completed and signed by an authorized agent when submitted. The name and address of BIDDER shall be marked on the outside of the submitted bid packet, as well as the bid number and name. Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to be valid. Any exceptions may be just cause for disqualification.

Any bid received after the time and date specified shall not be considered.

C. BID MODIFICATIONS

Any BIDDER may modify their bid by sealed written communication at any time, provided such communication is received by Ashish Patel at 1700 First Street, Seabrook, Texas 77586, **prior to the due date, April 21, 2020 at 2:00 PM.**

No changes or alterations to the bid will be accepted after the due date, however, under certain circumstances, a BIDDER may be able to withdraw a BID if it contains a substantial mistake that would cause a great hardship if enforced against the BIDDER.

D. SCHEDULE CHANGES AND OTHER ADDENDUMS

CITY shall not provide interpretation of the meaning of the plans, specifications, or other pre-bid documents to any BIDDER orally. Such communication **must be submitted to the city in writing.** Every request for such interpretation should be in writing addressed to the Purchasing Coordinator, 1700 First Street, Seabrook, TX 77586, or emailed to Ashish Patel, apatel@seabrooktx.gov. All requests must be received at least three (3) days prior to the scheduled time for the receipt of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the enclosed specifications which, if issued, will be submitted to all prospective BIDDERS not more than three (3) working days prior to the scheduled time for receipt of bids. Failure of any BIDDER to receive any such addenda or interpretation shall not relieve BIDDER from any obligation of the submitted bid. All addenda issued shall become part of the contract documents and must be acknowledged as received on the submitted document.

E. METHOD OF AWARD

Contract will be awarded to the best responsible bidder in compliance with Texas Local Government Code, Chapter 252.043.

All proposals received as specified will be evaluated by the City of Seabrook's Evaluation Committee in accordance with criteria set forth below. The evaluation process will have five steps.

1. Proposals will be reviewed to ensure compliance; non-compliant proposals will be rejected.
2. Proposals will be evaluated according to the evaluation criteria.
3. Shortlisted proposers may be selected for interview. Any necessary clarification will be sought at this time.
4. Following the interview, if needed, the successful Proposer will be notified and contract development/negotiations will begin.
5. Once City and the successful Proposer have approved the Contract, it will go to City Council for award.

The following criteria will be used by the evaluation committee to evaluate the proposal:

Percent	Description
40	Experience
20	Existing Client References/Work Performance
20	Personnel/Capacity to Perform
20	Cost

F. CONDITIONS OF WORK

Each Proposer must inform himself fully of the conditions relating to the services of the contract and the employment of labor thereon. Failure to do so will not relieve a successful Proposer of their obligation to furnish all services and labor necessary to carry out the provisions of the contract.

G. LAWS AND REGULATIONS

The Proposer's attention is directed to the fact that all applicable state laws, federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full.

The successful Proposer shall be responsible for the receipt and payment of any local, state, or federal permits required for the Proposal, if applicable.

H. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local

government entity and who has an employment or other business relationship with a local government officer or a family member of an officer, as described by Texas Local Government Code Section 176.006 shall file a complete Conflict of Interest Questionnaire with the Purchasing Coordinator within seven (7) days after the latter: 1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is available from the City of Seabrook Purchasing Department by emailing Ashish Patel, apatel@seabrooktx.gov. Completed Conflict of Interest Questionnaire's may be mailed or delivered to the Purchasing Coordinator, 1700 First Street, Seabrook, TX 77586. Please consult your own legal advisor if you have questions regarding the statute or this form.

I. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES

Pursuant to Section 2252.151 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract with companies that engage in business with Iran, Sudan, or known foreign terrorist organizations. These companies will be identified on a list prepared and maintained by the Texas State Comptroller.

J. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Pursuant to Section 2270 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. A completed House Bill 89 Verification Form include will be required prior to award of contract.

K. DISCLOSURE OF INTERESTED PARTIES

Pursuant to Section 2252 of the Texas Local Government Code, as of January 1, 2016, most business entities entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties (Form 1295) to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has created a website application for business entities to submit the required information, and requires that the form be filed electronically. Prior to a Contract being submitted to City Council, the successful Proposer must complete Form 1295 on the TEC website, with a hard copy submitted the City. This form is **NOT** required unless there is a contract between the vendor and the City and should NOT be included with the SOQ.

The only exceptions to this requirement will be:

- Publicly traded companies, including wholly owned subsidiaries
- Electric Utilities
- Gas Utilities

L. NON-TRANSFERABLE AGREEMENT

The successful Proposer shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract resulting from this SOQ without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of successful Proposer, the surviving or resulting corporation or transferee of assets shall be bound by and shall have the benefit of the provisions of the Contract only upon the prior written consent of the City Manager. No assignment or novation of the Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under the Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

M. INDEMNIFICATION

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY

OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

N. INSURANCE

The successful Proposer shall keep and maintain during the term of the Contract resulting from this RFP, a comprehensive general liability policy, with the City named as Additional Named Insured, with limits of:

1. Workers' Compensation and employer's liability in amounts required by law
2. Commercial General Liability of not less than \$1,000,000.00 (combined single limit bodily injury and property damage per occurrence).
3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements.
4. Professional Liability, Errors, Omissions in an amount to be determined.

A copy of current Certificates of Insurance should be included with your Proposal. Within ten (10) business days of execution of contract, an Insurance Policy Endorsement with City named as additional insured will be required. No work can begin until this is accepted by City.

Thirty (30) days prior notice of policy cancellation shall be provided to the City. The successful Proposer shall furnish the City with an Insurance Policy Endorsement evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this Proposal.

O. BID BOND

If the amount of the Proposal exceeds \$50,000, such Proposal shall be accompanied by a Bid Bond from an approved Surety company licensed to operate in the State of Texas to act as Surety, or a bonding company furnishing a certificate from the Texas State Board of Insurance Commissioners in the amount of five percent (5%) of the greatest amount Proposed and made payable without recourse to City of Seabrook. Said Proposal security shall serve as a guarantee that the successful Proposer will enter into a Contract with City and execute any additional required bonds within ten (10) business days after Council approval of Contract. Bid Bonds must be enclosed in the same envelope with the Proposal. Proposals without Bid Bonds may not be considered. All Bid Bonds will be retained by the City until the successful Proposer has executed the Contract and submitted required payment and performance bonds. Thereafter, all Bid Bonds, except that of successful Proposer if no additional bonds are required, will be returned within ten (10) business days.

P. PAYMENT AND PERFORMANCE BONDS

The City will require the contractor, prior to beginning any work, to execute bonds with the City. After City Council approval of the Contract, the successful bidder shall provide:

- **PERFORMANCE BOND:** If the amount proposed is \$100,000 or greater, the performance bond shall be 100% of that amount. If the amount shown is less than \$100,000 a performance bond is not required. The performance bond shall be for a one-year term. A new bond shall then be submitted each year if the contract is renewed. The performance bond is solely for the protection of the City; in the amount of the contract; and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
- **PAYMENT BOND:** If the amount shown on your proposal Cost Sheet is \$50,000 or greater, the payment bond shall be 100% of that amount. If the amount shown is less than \$50,000 a payment bond is not required. The payment bond shall be for a one-year term. A new bond shall then be submitted each year if the contract is renewed. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract.

A bond required must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

The bond must clearly and prominently display on the bond or on an attachment to the bond:

- the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The City does not require a contractor for any construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

Q. TERM, RENEWAL AND TERMINATION

The Contract resulting from this Proposal shall have a term of the number of days within which, or the dates by which, the work is to be completed and ready for final payment. This term is to be determined in the contract negotiation process and included therein.

The successful Proposer shall perform in accordance with the terms and conditions of the resulting Contract. Charges of poor performance shall be documented by the City and submitted to the successful Proposer for corrective action. If continued poor performance is communicated, this will be deemed as a breach of these specifications and shall be the cause for immediate termination of the Contract. The City of Seabrook reserves the right to terminate the

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

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

R. RATE OF PAY

All salaries to be paid as a result of the Contract awarded from this RFP shall be in compliance with all existing and future National, State and Local laws, ordinances and regulations, which in any manner affect the fulfillment of the Contract and compliance with same. The actual salaries shall be paid at the discretion of the Contract.

S. INVOICE AND PAYMENT

Proposer shall include Purchase Order number on corresponding invoice. Invoices will be emailed to payables@seabrooktx.gov or mailed to:

CITY OF SEABROOK
ATTN: ACCOUNTS PAYABLE
1700 FIRST STREET
SEABROOK, TX 77586

Pursuant to the Prompt Payment Act, the City of Seabrook shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work. Acceptance by the City of Seabrook shall constitute all services required being received to the City's satisfaction.

II. Scope of Work

A. INTENT

The City of Seabrook ("City") seeks qualified water well inspection and repair firm(s) for the inspection and assessment of various (3) water wells around the City. Required services include performing a comprehensive evaluation conforming with the rules and regulations for public water systems as established by TCEQ in Title 30 Texas Administrative Code (30 TAC), Chapter 290:

- The interior and exterior condition of three (3) water wells of varying age, depth and configuration;
- The structural integrity and condition of the wells.

The inspection should include preparation of a conditions report, with recommendations for maintenance, repair and/or replacement of wells if needed.

B. PROJECT SPECIFICS

The current project is expected to include at minimum:

- Licensed inspection of the water wells.
- Preliminary report assessing the existing facilities and presenting recommended repairs or replacement needed to address maintenance and safety concerns.
- Emergency pump and well repairs.
- Well plugging.
- Electric logging.
- Camera services.
- Disinfection and water testing.
- Well cleaning.
- Flow and proficiency testing.

The City seeks the following minimum qualifications for Well Inspection companies:

- Conducted at least sixty (60) inspections of potable municipal water wells.
- Field inspector must have at least ten (10) years of water well inspection experience.
- Proposal shall include project references for at least five recent projects and the resume of the field inspector and report preparer.
- All equipment entering the water must be disinfected in accordance with AWWA standards for potable water wells.

1. Reports

Written reports shall be provided for each well and contain a complete assessment including the items listed above, and a representative selection of color photographs from both the

interior and exterior surfaces as an appendix to the report. The report must contain detailed recommendations for any safety, sanitary, or rehabilitation requirements along with estimated costs for budgetary purposes.

The City requires two (2) hard copies, and one (1) digital copy of the report. The digital copy should include copies of all photographs taken, and one (1) DVD containing a video inspection of the wells.

Location Specifications

Location/Description	Year Constructed	Last Major Maintenance
Well #1: 2027 Humble Drive	1967	2008
Well #2: 2501 Humble Drive	1973	2010
Well #3: 2613 S. Red Bluff Road	1984	2017

SELECTION PROCESS

SOQ's will be reviewed by an evaluation committee made up of City Staff. Following evaluations, the Evaluation Committee may schedule Interviews with prospective firms. The Evaluation Committee will make an award recommendation to the Seabrook City Council, who must approve all contracts. The City reserves the right to make multiple awards, splitting inspections between up to three vendors.

C. EVALUATION CRITERIA

Firms will be evaluated based solely on qualifications. Qualifications will be determined based on the following:

I. Experience:

Include information related to the Proposer's ability to satisfy the technical components described here. This information should include verifiable experience on similar projects in the last five years including project location, date, description, and description of services provided.

II. Existing Client References:

Provide references, including contact information, for at least five (5) clients. Please include recent, applicable projects performed for each structure type, including project description, design and description of services and client contact information.

III. Personnel:

Provide documentation exhibiting experience of personnel, such as resumes, of personnel who will work on City project(s).

IV. Cost:

Provide estimated cost amounts for the following:

- a. Predictive well maintenance analysis and report to include data summary, conclusion, performance test report, vibration analysis, static water level, well production rate, and recommended repairs for each well site

- b. Inspection services to include visual investigation of the equipment, motor, shaft, column, piping, downhole survey, detailed water quality, and bowl and screen analysis

- c. Repair services including mobilization and hourly service charges for personnel and equipment

D. INSTRUCTIONS FOR RESPONDING

1. Required Contents. The most qualified Proposer should have extensive experience in municipal projects and as detailed in the Scope of Work. The qualifications and commitment of the key personnel assigned is critically important in the qualification of a firm. Please provide the following in your proposal:
 - a. Cover letter and introduction including the name, phone number and email address of the person(s) authorized to represent the company regarding all matters related to the RFP.
 - b. Table of Contents - clearly identify what part of the RFP is being addressed in each section of the submittal.
 - c. Statement of Project Understanding.
 - d. Location of office(s) at which work will be performed.

- e. A description of the candidate firm/team, including brief history, number of employees and their disciplines, philosophy regarding client and customer service, location, years in business and any other information that may be useful to the decision making process.
 - f. A description of how the candidate envisions being able to provide services to the City of Seabrook and a demonstrated understanding of the high expectations of the City and its residents.
 - g. An organizational chart identifying team members and their areas of responsibility.
 - h. Resumes of Key Personnel who will be assigned to provide services to the City of Seabrook and who have the experience and level of expertise required along with current license numbers for Professionals who will be responsible for leading the team in their area of expertise with a statement committing the aforementioned staff.
 - i. List current and past projects similar to this completed by your firm, with emphasis on municipal or other government projects. List should include a brief description of the project. For at least 5, please include contact information for reference checks.
 - j. Information regarding the candidate firm's current and projected workload and its ability to meet project schedules and be available.
 - k. Describe any contracts for services awarded to your firm that have been canceled or terminated for unsatisfactory performance in any respect and a phone number and contact person for that organization. Please also provide a description of any legal proceedings involving your firm related any municipal client or municipal projects that were unresolved or active January 1, 2010, to present.
2. Additional Information. At your option, provide in your proposal any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded the final inspection contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City.

VENDOR INFORMATION FORM

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF SEABROOK, TEXAS FOR HMGP APPLICATION AND ENGINEERING FOR WASTEWATER SYSTEM RETROFIT:

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PERSON NAME: _____

CONTACT PERSON TITLE: _____

TELEPHONE: _____

EMAIL: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

LEGAL STATUS OF CORPORATION (CIRCLE ONE):

INDIVIDUAL PARTNERSHIP CORPORATION LIMITED LIABILITY COMPANY

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date



Agenda Briefing

Date of Meeting: November 18, 2025

Responsible Department: Community Development

Presenter: Sean Landis, Deputy City Manager | Planning and Zoning Director

Briefing Prepared By: Sean Landis

Strategic Focus Area:

General Information:

Consider and take all appropriate action on an Interlocal Agreement between Harris County, by and through its Housing and Community Development Department (HCHCD), and the City of Seabrook for Community Development Block Grant Mitigation (CDBG-MIT) Planning Studies, in the amount of \$250,000.00, for the purpose of conducting the City of Seabrook Zoning Ordinance Re-Write Update Project to address flood risk, enhance infrastructure resilience, and support long-term disaster mitigation efforts, and authorize the Mayor to execute the Agreement.

Executive Summary / Background:

Purpose:

The purpose of this item is to approve an Interlocal Agreement between Harris County, through its Housing and Community Development Department (HCHCD), and the City of Seabrook for the allocation of \$250,000 in Community Development Block Grant Mitigation (CDBG-MIT) funds. These funds will support the City's Zoning Ordinance Re-Write Update Project, which is designed to address flood risk, enhance infrastructure resilience, and support long-term disaster mitigation and recovery planning.

Background:

The U.S. Department of Housing and Urban Development (HUD) established the CDBG-MIT program to assist communities in mitigating the impacts of future disasters and enhancing resiliency following events such as Hurricane Harvey. In 2022, Harris County received a direct allocation of CDBG-MIT funds from the Texas General Land Office (GLO). Through this program, the County is partnering with local jurisdictions to fund planning studies that address community vulnerabilities and strengthen disaster mitigation capacity.

Under this Agreement, Harris County will grant \$250,000 in CDBG-MIT funds to the City of Seabrook for the purpose of conducting the Zoning Ordinance Re-Write Update Project. The project will review, modernize, and align Seabrook's zoning ordinances with current floodplain regulations, infrastructure resilience goals, and land use priorities

that promote sustainable growth and hazard mitigation.

Funding:

Total funding of \$250,000.00 will be provided through Harris County's allocation of CDBG-MIT funds. No local matching funds are required.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Agreement and Attachments

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Staff recommends City Council approval of the Interlocal Agreement with Harris County Housing and Community Development for the CDBG-MIT Planning Studies grant and authorization for the Mayor to execute the Agreement.

**AGREEMENT BETWEEN HARRIS COUNTY HOUSING AND COMMUNITY
DEVELOPMENT AND CITY OF SEABROOK
FOR CDBG-MIT PLANNING STUDIES**

RECITALS:

THIS AGREEMENT is made and entered by and between Harris County by and through Housing and Community Development, herein referred to as the “Grantee,” and City of Seabrook, herein referred to as the “Subrecipient.”

On February 9, 2018, the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123) was enacted, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.).

On August 30, 2019, HUD allocates over \$4.2 billion in CDBG-MIT funding to the State of Texas and instructed the State to create an Action Plan for the funding, which was approved by HUD March 31, 2020.

On March 18, 2022, HUD approved an amendment to the CDBG-MIT Action Plan submitted by the GLO, allocating a direct allocation of \$750,000,000.00 in CDBG-MIT funds to Harris County.

Section 1.01(b) of the CDBG-MIT Action Plan was amended by reducing funding in the amount of \$541,847,826 for a total amount not to exceed \$208,152,174.

Grantee and Subrecipient desire to enter into this Agreement whereby the Grantee will grant CDBG-MIT funds to the Subrecipient for the purpose of executing planning studies aimed at addressing flood risk, enhancing infrastructure resilience, and supporting long-term disaster mitigation efforts, which is an eligible activity under the rules and regulations regarding CDBG-MIT Program Grant Funds;

The Subrecipient has submitted an application to the Grantee for CDBG-MIT funding to implement the above-described Project and shall perform the activities in a manner satisfactory to the Grantee;

The Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing CDBG-MIT funds by committing \$250,000.00 of the Grantee’s Federal award, pursuant to this Agreement to meet community development needs having a particular urgency, as defined in 24 C.F.R. § 570.208, which is conducting planning studies and activities to aid in Harris County resiliency as part of the recovery from Hurricane Harvey;

The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient shall include reference to

Harris County Housing and Community Development Department (HCHCDD) for the support provided; and

Notwithstanding any provision of this Agreement, the Parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, that such a commitment of funds or approval may only occur upon approval of the Amendments between GLO and Harris County Housing and Community Development, satisfactory completion of environmental review and receipt by the Grantee of the authority to use grant funds from the U. S. Department of Housing and Urban Development under 24 C.F.R. §58. Except for administrative and management activities, which fall under the exempt activities category pursuant to 24 C.F.R. §58.34(3), the provision of any funds to the Project is conditioned on the Grantee's determination to proceed, modify, or cancel the Project based on the subsequent results of the environmental review.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed between the parties hereto that;

I. SCOPE OF SERVICES

A. Eligible Activities

The Subrecipient shall provide the activities described in **Exhibit A**, attached hereto and incorporated herein for all purposes, in accordance with the provisions of this Agreement and in compliance with the requirements of the CDBG-MIT as per Title 1 of the Housing and Community Development Act of 1974 and all regulations issued there under.

B. Project Requirements

The Subrecipient shall be responsible for administering the Planning Study Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Project.

The activities carried out with funds provided under this Agreement shall meet one or more of the CDBG Program's National Objectives, as the same have been modified specifically for the CDBG-MIT appropriation pursuant to the 2018 Appropriations Act (Pub. L. 115-123): 1) benefit low and moderate income persons and households, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency, as defined in 24 C.F.R. §570.208, as the same has been modified specifically for the CDBG-MIT appropriation regulations (84 F.R. 45847, 2-9-2018, §V.A.13). The Subrecipient shall maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's National Objectives.

Subrecipient shall provide a proposed schedule and details for the use of the Planning funds. The eligible Activities include Planning, urban environmental design, and policy-

planning and management-capacity-building Activities as listed in 24 C.F.R. § 570.205 and Section 105(a)(12) of the Act. Subrecipient will use funding for Planning Activities that will benefit the most impacted and distressed areas and mitigate from future disasters. Planning Activities will enhance Programs, operations, and knowledge for recovery, resiliency, and or mitigation.

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide required services are current and that the Grantee shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

C. Performance Monitoring

The Subrecipient shall cooperate with program and financial monitoring visits and/or investigations performed by the Grantee's Office of Financial Services staff, the Harris County Auditor staff, the GLO, and/or the Office of the Inspector General (OIG). Substandard performance as determined by the Grantee, GLO and/or HUD will constitute non-compliance or breach with this Agreement. The Subrecipient's failure to correct substandard performance within a reasonable period of time after being notified by the Grantee will result in further corrective action by the Grantee including, but not limited to, termination of the Agreement, pursuant to 2 C.F.R. §200.338. The Subrecipient also shall cooperate with monitoring and/or investigations performed by HUD and the GLO, and comply with their findings.

D. General Administration

1. Studies Documents

The Subrecipient, through its representative selected in accordance with federal procurement regulations set out in 2 C.F.R. §200.318 and to Grantee policy and procurement guidelines, shall prepare and submit all final studies documents for the Project upon completion, but no later than July 15, 2027.

2. Bidding and Selection of Contractor and Subcontractors

All contracted and subcontracted construction activity carried out under this Agreement shall be selected and executed pursuant to federal procurement regulations set out in 2 C.F.R. Part 200 and to Harris County policy and procurement guidelines.

The Grantee reserves the right to approve the award of the proposal.

3. Written Agreements

Within fifteen (15) days after notification by the Grantee to the Subrecipient that the proposal has been approved, the Subrecipient shall provide a written “Notice of Award” to the firm , in accordance with applicable Federal, State and local procurement procedures and regulations. The Subrecipient shall contract directly with its contractor, incorporating all requirements of this Agreement herein. The contract between the Subrecipient and its contractor and all contracts between the firm and subcontractors shall be in accordance with the guidelines of this Agreement and with all applicable CDBG-MIT regulations, applicable OMB Circulars and all other “Required Federal Grant Contract Provisions”, attached as **Exhibit I** and incorporated herein for all purposes.

E. Leveraged Funds

The Subrecipient shall maintain source documentation for any leveraged funds contained in Budget detailed in **Exhibit B** of this Agreement.

II. TIME OF PERFORMANCE

Upon completion of the Project, City of Seabrook shall prepare and deliver to HCHCD the final study document showing the Project is complete.

III. EXPENSES AND PAYMENT

A. Budget

The Subrecipient shall perform its services within the monetary limits contained in **Exhibit B**, Budget. The budget is based upon detailed information submitted by the Subrecipient to the Grantee during the “Request for Qualification (RFQ)” process, and any changes to the summary budget (defined as a change between budget categories), attached at **Exhibit B**, will require Subrecipient to submit a modified detailed line item budget to the Grantee for review and approval.

B. Requesting a Budget Revision

Any proposed reallocation of funds among approved budget line items constitutes a budget revision. The Subrecipient shall provide narrative justification for the budget revision on letterhead and signed by the representatives, as stated in **Exhibit A**. A budget revision is not approved for expenditure until the Subrecipient receives written approval from the Executive Director of HCHCD, or his designee. Upon approval, the Subrecipient shall provide a revised budget to the Grantee. At the discretion of HCHCD management, no more than two (2) budget revision requests shall be allowed each year, to be submitted no later than ninety (90) days before the end of the Agreement period, as defined in Section III of this Agreement.

New line items or an increase or decrease in funds is a budget amendment and

must be formally approved by the Grantee. The Grantee reserves the right to reallocate funds among approved budget line items in Agreement to facilitate implementation of the approved Project scope.

C. Maximum Amount to be Paid

The total amount of CDBG-MIT allocated to the Subrecipient under this Agreement shall not exceed the amount shown in **Exhibit B** in the section entitled “Maximum Amount to be Paid Under this Agreement.”

The Subrecipient shall be responsible for expending awarded funds in a consistent and timely manner. The Grantee may reduce any or all of the awarded funds due to untimely expenditure of said funds.

D. Payment Contingent on Receipt of Funds from GLO -

The Grantee has no Harris County funds for the payment of services to be rendered under this Agreement, and any payment under this Agreement is contingent upon receipt of funds from GLO, by virtue of the above-mentioned grant(s). Accordingly, and notwithstanding anything herein to the contrary, the maximum amount available under the CDBG-MIT program under this Agreement shall not exceed the amount shown in **Exhibit B** in the section entitled “Maximum Amount to be Paid Under this Agreement” or the amount actually received by Grantee from GLO pursuant to the grant, whichever is less.

E. Payment for Eligible Expenses

The Grantee shall be responsible for payment only those costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds. The Grantee shall make available to the Subrecipient the total costs which serve only clients from the Grantee’s service areas, provided that all reimbursements shall be limited to the actual out-of-pocket expenses incurred by the Subrecipient in the performance of this Agreement, with the exception of certain advances. No reimbursement shall be made for goods or services received by the Subrecipient as in-kind contributions from third parties for assistance to the Project. If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan determining the appropriate Grantee share of administrative costs and shall submit such plan to the Grantee for approval

F. Payment Procedures

The Grantee shall be responsible for the payment of all expenditures under this Agreement in accordance with established Harris County procedures. To pay the invoices, the Grantee may authorize CDBG-MIT funds to be paid directly to the approved Harris County vendor(s). At the close of each month; but no later than

the 20th working day of the following month, the Subrecipient shall provide the Grantee with a detailed listing of the project expenditures along with supporting documentation of such expenditures. Based upon information submitted by the Subrecipient and consistent with any approved budget and Harris County policy concerning payment, the Grantee shall process the pay estimate through the Accounts Payable process. The Grantee may liquidate any grant funds prior to liquidating any leverage funds provided by the Subrecipient.

G. Expenditure Performance

The Subrecipient shall immediately notify the Grantee of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its obligations under this Agreement. Any such notice shall include a statement of actions taken or contemplated to be taken by the Subrecipient to resolve such problems, delays or adverse conditions. The Subrecipient shall also promptly notify the Grantee if the Subrecipient anticipates accomplishing the services set forth in this Agreement with a lower expenditure of funds than the amount allocated, or within a shorter period of time than specified by this Agreement.

Should the Grantee determine that the Subrecipient will not use all of the funds allocated to the Subrecipient under this Agreement, then the Grantee shall reduce the amount allocated to the Subrecipient under this Agreement for the purpose of ensuring that such funds do not remain unspent, and that such monies are promptly reallocated to other facility or infrastructure improvement providers in accordance with the Harris County procurement procedures. The Grantee will notify the Subrecipient in writing of its determination to reduce the amount allocated to the Subrecipient under this Agreement.

H. Supplementing a Request for Payment

A Supplemental Request amending a payment or reimbursement request may be filed with the Grantee after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement submitted after the date of submission or receipt of the original request will be subject to approval by the Grantee. No more than one Supplemental Request shall be allowed per month.

I. Program Income

The Subrecipient shall report all program income as defined in 24 C.F.R. §570.500(a) generated by activities carried out with CDBG-MIT funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth in 24 C.F.R. §570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the

Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

J. Withholding Payments

If HUD or GLO initiates an investigation into any matter covered under this Agreement, the Grantee may withhold all payments until the results of the investigation have been revealed. Reimbursement to the Subrecipient will be determined upon resolution of the investigation by HUD or GLO.

K. Repayment of Ineligible Payments

IN THE EVENT HUD OR GLO DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY GRANTEE PAYMENT OR REIMBURSEMENT TO THE SUBRECIPIENT IS INELIGIBLE OR DISALLOWED, THE SUBRECIPIENT SHALL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE THE GRANTEE, AND THE GRANTEE WILL REIMBURSE HUD FOR DISALLOWED OR INELIGIBLE COSTS. IF HUD OR GLO INFORMS THE GRANTEE THAT IT IS REQUIRED TO REFUND MONEYS PREVIOUSLY AWARDED OR DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT AUTHORIZING THE PROVISION OF CONDUCTING PLANNING STUDIES, THE SUBRECIPIENT SHALL PAY AN EQUAL AMOUNT TO GRANTEE PRIOR TO THE DEMAND DATE OF PAYBACK.

IV. SPECIAL CONDITIONS

The Subrecipient and any entity or person it hires shall comply with the requirements of 24 C.F.R. §570 and follow all federal, state, and local laws, rules, codes, ordinances, regulations and policies applicable to the Subrecipient's Services and concerning the CDBG-MIT program, including and not limited to the provisions included in the attached **Exhibit I**, CDBG-MIT Federal Regulations. The Subrecipient shall utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Failure to adhere to the conditions will result in termination of funding under this Agreement.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Subrecipient shall: (1) comply with requirements set out in 2 C.F.R. 200.300; (2) adhere to the accounting principles and procedures required therein; (3) utilize adequate internal controls; and (4) maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with 2 C.F.R. 200.400 "Cost Principles," for all costs incurred whether charged on a direct or indirect basis. Prior to closeout of this Agreement, the Subrecipient must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this Agreement meet the requirements

of the Federal Award.

B. Record-Keeping, Reports, and Audits

1. Records to be Maintained

The Subrecipient shall maintain all records required by this Agreement, 24 C.F.R. §570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Records providing a full description of each activity undertaken
- b. Records demonstrating that each activity undertaken meets one of the “National Objectives” of the CDBG-MIT Program
- c. Records required to determine the eligibility of activities
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-MIT assistance
- e. Records demonstrating compliance with citizen participation
- f. Records demonstrating compliance regarding acquisition, displacement, relocation, and replacement housing.
- g. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-MIT program
- h. Financial records as required by 24 C.F.R. §570.502, and 2 C.F.R. 200.300
- i. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation
- j. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570

2. Property Records

The Subrecipient shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. §570.505 and §570.606. The Subrecipient must ensure that any independent audit required hereunder include a report on real property inventory as a supplemental schedule in the audit.

3. Retention

The Subrecipient shall retain all records pertinent this contract for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT program, in accordance with federal Regulations. The Grantee will notify the Subrecipient of the date upon which records may be destroyed.

4. Other Periodic Reports

The Subrecipient shall furnish the following reports to the Grantee, which include, but may not be limited to the following:

- a. Certifications for Contracts, Grants, Loans, and Cooperative Agreements (See **Exhibit D**) and

5. Audits & Inspections

All records relevant to any matters covered by this Agreement shall be made available to the Grantee, its designees or the Federal government, at any time during normal business hours, as often as the Grantee or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Subrecipient will respond to the notification of any deficiencies noted in audit reports within thirty (30) days after receipt by the Subrecipient. Any deficiencies must be fully cleared by the Subrecipient. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200.500 or if not applicable, financial statements in accordance with AICPA's SSARS No.21 for review and compilations.

6. Failure to Meet Record-keeping, Reporting, Audit, and/or Inspection Requirements

The Subrecipient's failure to comply with record-keeping, reporting, audits, and/or inspections as required by this Agreement is a breach of this Agreement and funding will be withheld from the Subrecipient until such time as the reports are timely and accurately submitted. The Grantee may terminate all funding under this Agreement to the Subrecipient for failure to keep records properly, submit reports for three consecutive months, and/or cooperate with audits/inspections.

C. Procurement

1. Compliance

The Subrecipient shall comply with all procurement activities carried out under this Agreement, which shall be selected and executed pursuant to federal procurement regulations set out in 2 C.F.R. Part 200 and to Harris County policy and procurement guidelines. The Subrecipient shall procure property and services in accordance with the requirements of 2 C.F.R. 200.326, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property.

D. Whistleblower Protection Act

The Subrecipient and its employees will be subject to all employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-230) and FAR 3.908. The

Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Subrecipient shall insert the substance of this clause, including this paragraph (D), in all subcontracts providing services under this Agreement.

VI. CONFLICT DISCLOSURE STATEMENT and CONFLICT OF INTEREST QUESTIONNAIRE

The Subrecipient shall comply with the provisions of Chapter 176 of the Local Government Code with respect to conflicts of interest a local government officer or vendor may have when contracting or seeking to contract with the Grantee. Chapter 176 of the Local Government Code requires persons desiring to do business with the Grantee to disclose any gifts, with the aggregate value of \$250, given to any local government officer or the local government officer's family member, or employment or other business relationship that the person may have with a local government officer or the local government officer's family members, during the preceding twelve (12) month period.

In applying for CDBG-MIT funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interest. The Subrecipient covenants that the "Conflict Disclosure Statement" (**Exhibit F**) and/or "Conflict of Interest Questionnaire" (**Exhibit G**) have been filed with the Grantee's records administrator, the Harris County Clerk, within the requirements of the Chapter 176 of the Local Government Code. Failure to disclose any perceived or actual conflict of interest may result in termination of this Agreement.

VII. NOTICES

Any communication concerning this Agreement shall be directed to the representatives of the Grantee and the Subrecipient as provided in **Exhibit A**, Scope of Services.

VIII. INCORPORATION OF EXHIBITS

The following documents shall be part of this Agreement:

Exhibit A	Scope of Services
Exhibit B	Budget
Exhibit C	Harris County Housing and Community Development Policies and Guidelines
Exhibit D	Certification For Contracts, Grants, Loans And Cooperative Agreements
Exhibit E	Conflict of Interest

Exhibit F	Conflict Disclosure Statement
Exhibit G	Conflict of Interest Questionnaire
Exhibit H	Required Federal Grant Contract Provisions
Exhibit I	CDBG-MIT Federal Regulations
Exhibit J	GLO Information Security Appendix
Exhibit K	Federal Award Identification

CITY OF SEABROOK

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
Harris County Attorney

HARRIS COUNTY

By: _____
Gina Boul
Assistant County Attorney
File Number: _____

By: _____
LINA HIDALGO
Harris County Judge
Date Signed: _____

Exhibit A, SCOPE OF SERVICES

I. Application

The Subrecipient, with consultation from various County departments and other partner agencies developed the scope of work for a list of planning studies to address recovery, resiliency and mitigation needs. However, in the event of any conflict between the planning studies list and any provision contained herein, this Agreement shall control. In addition to the activities listed below, the Subrecipient shall operate this Project in accordance with Community Development Block Grant Mitigation Program requirements and all other applicable federal, state, and local regulations.

II. Project Description

The Subrecipient shall be responsible for implementing the Planning Study Project during the term of this Agreement. The scope of the project is to study the following topic:

- City of Seabrook: Zoning Ordinance Re-Write Update Project

The Subrecipient shall administer all activities in the provision of the aforementioned Planning Studies Projects in accordance with all applicable federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that the Grantee shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

III. Activities

The Subrecipient shall be responsible for the delivery of the following activities in connection with the provision of the above noted Project. The activities and the submission of reports and compliance documents shall include, but not be limited to, the budget line item categories listed in the Budget detail of **Exhibit B** and as detailed further below:

ACTIVITIES, SCHEDULE, AND REQUIRED DOCUMENTS

No.	Activity Name	Schedule	Reports and Compliance Documents
I.	Study		
1.	Request for Qualification/Proposal (RFQ)/RFP and Award of Contract		
a.	Draft RFQ/FRP	The Subrecipient shall submit to the Grantee the draft RFQ advertisement for review and approval.	Copy of draft RFQ/RFP
b.	RFQ/RFP Advertisement	The Grantee's written approval of the RFQ advertisement, the Subrecipient shall proceed with the RFQ/RFP process.	Copy of RFQ/RFP advertisement with affidavit
c.	RFQ/RFP Response	After receipt of RFQ/RFP responses, the Subrecipient shall submit to the Grantee a copy of all consultant qualifications received along with the date, time and location to conduct applicant interviews.	Copy of all RFQ/RFP responses
d.	Selection of Consultant	After receipt of RFQ/RFP responses, the Subrecipient in coordination with the Grantee shall conduct consultant interviews.	N/A
e.	RFQ/RFP Interview Scores, Tabulation and Recommendation	After consultant interviews, the Subrecipient shall forward the compliance documents to the Grantee for review and approval.	Copy of all RFQ/RFP Interview Scores, Tabulation and Recommendations
f.	Award of Consultant Agreement	After the Grantee's written approval of the Subrecipient's recommendations of the selected consultant, but not later than one hundred and twenty (120) days from the date of this Agreement , the Subrecipient shall proceed with the letting of the contract for architectural/engineering services.	Original copy of the executed Contract for Design Services
g.	Assign Tasks/Research to Consultant for Completion	Ongoing during the course of the study.	Assigned by City of Seabrook
h.	Project Status Updates and Interim Reviews		Monthly Provide status updates
i.	Completion of Assigned Task		Assigned by City of Seabrook
j.	Drafting of Study		Assigned by City of Seabrook
k.	Review of Final Document and Feedback/ Edits		Submit for review to HCD and City of Seabrook
l.	Acceptance of Final Study Documents and all Data Compiled to Complete Task		Submit final document to HCD and City of Seabrook

Time/Date variances to the schedule may be approved by the Executive Director of the HCHCD, or his designee, if reasonable justification is provided for the delay.

In addition to the normal administrative services required as part of this Agreement, the Subrecipient shall document progress using reporting requirements specified in Section V of this Agreement.

IV. Notice

Any communication concerning this Agreement shall be directed to the following representatives:

Grantee

Thao Costis
Executive Director
Harris County Housing and Community
Development Department
1111 Fannin 9th Floor
Houston, Texas 77002

Subrecipient

Sean Landis
Deputy City Manager
City of Seabrook
1700 1st St.
Seabrook, TX 77586

Exhibit B, BUDGET

City of Seabrook
CDBG-MIT Planning Study Activities

Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000) as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Agreement from the Harris County Purchasing Agent.

PROJECT SUMMARY

DESCRIPTION		HCD (CDBG)	LEVERAGE	TOTAL
Project Costs				
I.	City of Seabrook: Zoning Ordinance Re-Write Update Project	\$250,000.00	\$0.00	\$250,000.00
Project Budget Total		\$250,000.00	\$0.00	\$250,000.00

Exhibit C, HARRIS COUNTY HOUSING AND COMMUNITY DEVELOPMENT POLICIES & GUIDELINES

These policies are intended to assist the Harris County Housing and Community Development (HCD), other Harris County departments, and Harris County Precincts receiving Harris County Community Development Block Grant (CDBG) funds. They will facilitate the Subrecipient's understanding and compliance with applicable federal and county regulations, policies and processes where the Subrecipient is responsible for design, bidding and contract administration. If clarification is needed, contact Kevin Garza, Assistant Director at (832) 927-4797.

1. If federal funds will be used to retain consultants, the Subrecipient must advertise Request for Qualification Statement (RFQ). The Subrecipient shall submit the draft RFQ for approval prior to advertisement. The responding consultant's GSA Standard Form 330 "Architecture-Engineering Qualifications" statements must be submitted for review to the Grantee prior to commissioning the consultants. Upon approval by the Grantee, the Subrecipient may retain consultant(s).
 - A. Subrecipient shall submit all study documentation prepared by the consultant for the project for approval by the Grantee.
 - B. Consultants retained by the Subrecipient shall include in the project specifications project study time limits to ensure timely completion of the project.
2. The Subrecipient shall advertise for RFQ and award contracts in compliance with the Texas Administrative Code - Statewide Procurement Rules (34.TAC.20) adopted January 20, 2017 and the following subsections of 2 C.F.R. §200:

Section 200.302	"Financial Management," except subparagraph a
Section 200.318	"General Procurement Standards"
Section 200.333	"Retention Requirements for Records"
Section 200.366	"Access to Records"
3. Prior to award of contract, the Grantee will review the RFQ proposal documents, the bidder's qualification statements, minority business plan and financial statements to ensure that the consultant has a good contracting record, adequate capitalization, and personnel to successfully complete the project, meets minority participation goals and that the consultant has not been debarred by HUD from working on federal contracts.
4. The Subrecipient, the consultant, and the Grantee shall conduct a pre-submittal meeting.
5. All change Agreements must be approved in writing by the Subrecipient prior to any alterations or modifications of the work or specifications. The Subrecipient will be responsible for any increase in cost based on any change Agreement required due to errors and/or omissions.
6. The Subrecipient must submit the following documentation to the Grantee **prior** to sending Notice of Award to a proposed consultant and execution of the contract.

Prior to sending Notice of Award:

- Copy of the RFQ advertisement.
- Copy of the RFQ tabulations.
- Copy of scoring sheets
- Copies of all proposals submitted.

- Request authorization from Grantee to award project to consultant.

Prior to execution of contract:

- Copy of DRAFT Contract with consultant for the Grantee review and approval.
- Copy of proposed subcontractor list.
- Section 3 Employment and Minority Business Plan – completed by the contractor.
- Section 3 compliance documents.
- Certificates for Contracts, Grants, Loans and Cooperative Agreements – signed by the contractor.

(iii) Other Reports

- Section 3 Employment and Minority Business Plan;
- Certificate for Contracts, Grants, Loans and Cooperative Agreements;
- Section 3 Certificate forms.

Exhibit D, CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that the Subrecipient shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20__.

By _____
(Signature)

(Type or Print Name)

(Title)

Covered Action: _____

Exhibit E, CONFLICT OF INTEREST

All Applicants

The standards in OMB Circular A-110, Subpart C, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a **financial or other interest** in the firm selection for an award.

CDBG and HOME Applicants Only

The CDBG regulations at 24 C.F.R. §570.611 and HOME regulations at 24 C.F.R. §92.356 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or subrecipient that is receiving CDBG or HOME funds and (1) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds; or (2) who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest from a CDBG-assisted or HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:

☐	I certify that no conflict of interest exists between Harris County and (Name of Organization)
☐	I certify that no conflict of interest exists between the subcontractors of and (Name of Organization)
IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:	
☐	I certify that a conflict of interest does exist between Harris County and (Name of Organization)
☐	I certify that a conflict of interest does exist between (Name of subcontractor) and (Name of Organization)

Describe the nature of the conflict of interest below: (Please identify the individual, employment, and the conflict or potential conflict [their affiliation with your organization]).

Signature of Authorized Agency Official	Date
Typed Name and Title	

Exhibit F, CONFLICT DISCLOSURE STATEMENT

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
(Instructions for completing and filing this form are provided on the next page.)		
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.	OFFICE USE ONLY	
1 Name of Local Government Officer	Date Received _____	
2 Office Held		
3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.		
5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)		
6 AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. _____ Signature of Local Government Officer AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. _____ Printed name of officer administering oath Title of officer administering oath		

Exhibit F, CONFLICT DISCLOSURE STATEMENT, (p. 2)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received _____	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
Signature of vendor doing business with the governmental entity _____ Date _____		

Exhibit G, CONFLICT OF INTEREST QUESTIONNAIRE, (p. 2)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT H, REQUIRED FEDERAL GRANT CONTRACT PROVISIONS

Pursuant to 2 C.F.R. Part 200 Appendix II, the Contractor shall agree to the following, in addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable:

- I. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- II. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- III. Equal Employment Opportunity
 - (1) If this contract is a non-construction contract, the Contractor agrees as follows:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Agreement 11246 - Equal Employment Opportunity, as Amended (Agreement 11246) of September 24, 1965, and of the rules, regulations, and relevant Agreements of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Agreement 11246 of September 24, 1965, and by rules, regulations, and Agreements of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and Agreements.
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or Agreements, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Agreement 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Agreement 11246 of September 24, 1965, or by rule, regulation, or Agreement of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase Agreement unless exempted by rules, regulations, or Agreements of the Secretary of Labor issued pursuant to section 204 of Executive Agreement 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase Agreement as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (2) If this contract is a construction contract, the Contractor agrees as follows:
- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (e) The Contractor will comply with all provisions of Executive Agreement 11246 of September 24, 1965, and of the rules, regulations, and relevant Agreements of the Secretary of Labor.
 - (f) The Contractor will furnish all information and reports required by Executive Agreement 11246 of September 24, 1965, and by rules, regulations, and Agreements of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and Agreements.

- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or Agreements, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Agreement 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Agreement 11246 of September 24, 1965, or by rule, regulation, or Agreement of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase Agreement unless exempted by rules, regulations, or Agreements of the Secretary of Labor issued pursuant to section 204 of Executive Agreement 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase Agreement as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant Agreements of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Agreement 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction

contracts pursuant to the Executive Agreement and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Agreement. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

IV. Davis Bacon Act

The Contractor hereby agrees to abide by the Davis-Bacon Act and Related Acts, including the Copeland “Anti-Kickback” Act. The Contractor shall require that all subcontractors abide by the Davis-Bacon Acts and Related Acts.

Applicability – The Davis-Bacon and Related Acts apply to all construction work financed in whole or in part with federal assistance including rehabilitation of residential property, if such property contains 8 or more units.

Exceptions – The provisions relating to wages pursuant to Davis-Bacon and Related Acts requirements in any contract or agreement for assistance, sale, or lease, shall not apply to any individual who performs services for which the individual volunteered, or does not receive compensation for such services, or is paid expenses, reasonable benefits, or a nominal fee for such services for which the individual volunteered and who is not otherwise employed at any time in the construction work.

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor (DOL)) to all laborers and mechanics on federally funded and District of Columbia construction projects in excess of \$2,000.00. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Davis-Bacon wage rate applies to The U. S. Department of Housing and Urban Development (HUD) projects because of a labor provision contained in one of HUD’s “Related Acts” such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Economic Development Act of 1974, the National Affordable Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are referred to as the Davis-Bacon and Related Act or DBRA. The DOL has published rules and pertinent implementation information concerning Davis-Bacon and other laws in the Code of Federal Regulations (CFR). These regulations are found in Title 29 C.F.R. Parts 1, 3, 5, 6 and 7.

Part 1 of the DOL regulation (29 CFR) explains how the DOL establishes and publishes DBA wage determinations (e.g. wage decisions) and provides instructions on how to use the determinations. Part 3 of the DOL regulation (29 CFR) describes the Copeland Act. The Copeland Act (Anti—Kickback Act) makes it a federal crime for anyone to

require any laborer or mechanic (employed on a federal or federally-assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions. Part 5 of the DOL regulation (29 CFR) covers the labor standards provisions relating to the Davis-Bacon Act wage rates and the responsibilities of Contractors and contracting agencies to administer and enforce the provisions. Part 6 of the DOL regulation (29 CFR) provides for administrative proceedings enforcing federal labor standards on construction and service contracts. Last, Part 7 of the DOL regulation (29 CFR) sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

All suspected or reported violations shall be reported to the awarding agency.

V. Contract Work Hours and Safety Act

The Contractor hereby agrees to abide by the Contract Work Hours and Safety Act (40 U.S.C. 3701–3708). The Contract Work Hours and Safety Act (CWHSSA) require time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. The CWHSSA applies to both direct federal contracts and to indirect federally-assisted contracts except where the assistance is solely in the nature of loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for federal criminal prosecution. The Contractor shall include a provision requiring adherence to Contract Work Hours and Safety Act in all subcontracts.

VI. Patents and Copyrights

If this agreement results in any copyrightable material, the Grantee and/or the Grantor reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes. Recipients shall have no obligation to the federal government with respect to program income earned from license fees and royalties for copyrighted materials, patents, patent applications, trademarks, and inventions produced under this award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research award.

VII. Federal Environmental Regulations

Contractors shall comply with all applicable standards, Agreements or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and all other relevant federal environmental regulations.

Contractors securing a contract in excess of \$100,000.00 will not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Agreement 11738, and Environmental Protection Agency Regulations 40 CFR 15.4.

Violations of this provision or of the aforementioned acts shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

VIII. Debarment and Suspension

A contract award shall not be made with any party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Agreements 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Agreement 12549. Contractors shall not hire subcontractors on any of the aforementioned lists.

IX. Byrd Anti-Lobbying Amendment

In accordance with the Byrd Amendment, U.S. Code Title 31 Chapter 13 §1352 the Contractor shall certify and shall require that all subcontractors certify the following:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

X. Solid Waste Removal

The Contractor shall comply and shall require subcontractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI. Failure to comply

Failure to comply with any part these provisions constitutes a material breach of this Agreement. The event of such a breach may result in compensation being withheld or suspended, termination of the Agreement, or suspension or debarment of the Contractor. The Contractor shall also be liable for all damages available under 2 CFR Part 200 and statutes and regulations related to the formation and execution of this Agreement. The Grantor and Grantee

are also entitled to all relief available under 2 CFR Part200 and all statutes and regulations related to the formation and execution of this Agreement.

EXHIBIT I, CDBG-MIT FEDERAL REGULATIONS

A grantee and all subgrantees shall abide by all local, state, and federal regulations of the Community Development Based Grant (CDBG). A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section and any applicable amendments.

(i) Contract provisions. A grantee and all subgrantees shall comply with the following:

1. Title I of the Housing and Community Development Act of 1974;
2. 24 CFR Part 570 Community Development Block Grants (CDBG) and Community Development Block Grants Disaster Recovery (CDBG-MIT) regulations;
3. Public Law December 27, 2017 (Vol. 82, Federal Register 61320-61323) (Appropriation Act that provides funding specifically for Hurricane Harvey);
4. Uniform Relocation Act (URA) (29 CFR Part 24, et al.) (42 USC 4601-4655);
5. Davis-Bacon Act (40 U.S.C. 276a to 276a-7);
6. Citizen Participation Plan; Local Governments (24 CFR 91.105);
7. Contract Work Hours and Safety Standards Act (40 USC 327);
8. Kickbacks from Public Works Employees (18 USC 874);
9. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to The Contract Work Hours And Safety Standards Act) (9 CFR Part 5) (Section 110 of the Housing and Community Development Act of 1974), Copeland Anti-Kick Back (18 USC 874);
10. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) and implementing regulations at 24 CFR Part 135;
11. Hatch Act (5 USC 1501-1508) (5 USC Chapter 15);
12. Insurance and Bonding (24 CFR 200);
13. Documentation and Record Keeping (24 CFR 570);
14. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (updated version of 24 CFR Part 85);
15. Procurement and Contractor Oversight (2 CFR 200);
16. Nondiscrimination (24 CFR Part 6), Architectural Barriers Act (42 USC 4151-4157) and the Americans with Disabilities Act (ADA) (42 USC 12131; 47 USC 155, 201, 218, and 225), State and Local Nondiscrimination Provisions, and Title VI of the Civil Rights Act of 1964 (24 CFR Part 1);
17. Affirmative Action (Executive Agreement 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR Chapter 60), Women-and Minority-Owned Businesses (W/MBE) (2 CFR Part 200);
18. Limited English Proficiency (LEP) (Title VI of the Civil Rights Act of 1964; Executive Agreement 13166);
19. Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288) and Duplication of Benefits (42 U.S.C. § 5155);
20. National Environment Policy Act of 1969 (24 CFR Part 50);
21. Cash Management Improvement Act (31 CFR Part 205);
22. Government Debarment and Suspension and Governmentwide Requirements for Drug-Free Workplace (24 CFR Part 24) (Executive Agreement 12549: Debarment and Suspension);

23. Environmental Review (24 CFR Part 58); The Clean Air Act (42 USC 7401 et. Seq), Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency 40 CFR Parts 6, 51, 93), Federal Water Pollution Control Act (33 USC 1251, et seq.), Flood Disaster Protection (Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a, Section 582 of the National Flood Insurance Reform Act of 1994, as amended – 42 USC 5154a), Lead Based Paint (24 CFR Part 35; 42 USC 4851-4856), Historic Preservation (National Historic Preservation Act of 1966);
24. Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170);
25. Section 104(d) Relocation and One-for-One Replacement Requirements (24 CFR Part 42); and
26. Whistleblower Protection Act (41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908; 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation); and
27. all applicable Federal Register Notices.

EXHIBIT J, GLO INFORMATION SECURITY APPENDIX

1. Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

2. Security and Privacy Compliance

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- d. Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Harris County shall ensure that the requirements stated herein are imposed on any subcontractor of Contractor’s subcontractor(s).
- e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor’s performance under the Contract.
- f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Harris County. Contractor agrees to maintain and, upon request, provide documentation of training completion.
- g. Any PII or SPI maintained or stored by Contractor or any contractor, including any subcontractor, must be stored on servers or other hardware located within the physical boundaries of the United States and shall not be accessed outside of the United States.

3. Data Ownership

- a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by Harris County or the GLO.
- b. Upon termination of the Contract, Contractor shall promptly return to Harris County and/or the GLO all Harris County-owned or GLO-owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Harris County-owned or GLO-owned data. If such return is infeasible, as mutually determined by Harris County and the GLO and Contractor, the obligations set forth in this Appendix, with respect to Harris County-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the purposes that make the return of Harris County-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, Harris

County or the GLO may direct Contractor to destroy any Harris County-owned or GLO-owned data in Contractor's possession. Any such destruction shall be verified by Contractor and Harris County and/or the GLO.

4. Data Mining

- a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Harris County in the Contract or any document related thereto.
- b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

5. Breach of Security

- a. Contractor agrees to provide Harris County and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.
- b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Harris County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to Harris County with root cause analysis including a log detailing the data affected.
- c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.
- d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- a. Upon Harris County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Harris County, or the GLO, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. In lieu of a Harris County or GLO-conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon Harris County or GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning Harris County and the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.
- b. At the GLO's request, Contractor agrees to promptly and accurately complete a written information security questionnaire provided by Harris County or the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data.

EXHIBIT L, FEDERAL AWARD IDENTIFICATION

SUBAWARD INFORMATION The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier): City of Seabrook
- Subrecipient's unique entity identifier (DUNS): 111805896
- Federal Award Identification Number (FAIN): B-18-DP-48-0002
- Catalog of Federal Domestic Assistance (CFDA) Number: 14.228
- Federal Award Date: November 7, 2023
- Subaward Period of Performance Start and End Date: Effective Date – Project Completion Date
- Amount of Federal Funds Obligated by this Agreement: \$250,000
- Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: \$250,000
- Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: \$250,000
- Federal Award Program Description: Community Development Block Grant Mitigation(CDBG-MIT) grant funds are appropriated by Congress and allocated by HUD to rebuild disaster-impacted areas and provide crucial seed money to start the long-term recovery process.
- Name of Federal Awarding Agency: U.S. Department of Housing and Urban Development
- Name of pass-through entity: Harris County, Texas
- Contact Information for pass-through entity: Harris County Housing and Community Development, Attn: Thao Costis, 1111 Fannin Street, Houston, Texas 77002
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for federal award: Not applicable

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Agreement

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

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

**ORDER AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN
HARRIS COUNTY HOUSING AND COMMUNITY DEVELOPMENT AND CITY OF
SEABROOK FOR CDBG-MIT PLANNING STUDIES**

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 Hidalgo	☒	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey	☐	☐	☐
Comm. 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 adopted follows:

IT IS ORDERED that:

Section 1: The County Judge of Harris County or her Designee is hereby authorized to execute for and on behalf of Harris County an Agreement by and between Harris County Housing and Community Development and City of Seabrook for CDBG-MIT Planning Studies. Said Agreement is being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.

Section 2: The County Judge of Harris County or her Designee is hereby authorized to execute for and on behalf of City of Seabrook an Agreement by and between Harris County Housing and Community Development and City of Seabrook for CDBG-MIT Planning Studies. Said Agreement is being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.

Section 3: All Harris County and City of Seabrook 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: November 18, 2025

Responsible Department: Economic Development

Presenter: Rick Guerrero, Director of Economic Development

Briefing Prepared By: Gayle Cook

Strategic Focus Area: ECONOMIC DEVELOPMENT

General Information:

Consider and take all appropriate action on ratification of a business development incentive agreement by Crown Trophy #109, as approved by the Seabrook Economic Development Corporation (SEDC) on October 22, 2025, in accordance with the previously posted Business Incentive Program Project resolution for Commercial Facade Improvement Incentive at 2168 Bayport Blvd in an amount not to exceed \$7,799.42.

Executive Summary / Background:

The Seabrook Economic Development Corporation (SEDC), a Type B economic development corporation operating under Chapters 501, 502, and 505 of the Texas Local Government Code, has entered into a Performance Agreement with Crown Trophy #109. The purpose of this agreement is to provide an economic development grant to assist with property improvements at 2168 Bayport Blvd., Seabrook, Texas.

In accordance with Texas law and the SEDC bylaws, the SEDC Board of Directors conducted a properly noticed public meeting where the Board reviewed, heard, and approved the proposed incentive agreement. The agreement provides for a reimbursement grant in an amount **not to exceed \$7,799.42**, representing up to 50% of eligible project costs associated with the construction and installation of a channel letter sign at the business location.

As required by statute, this incentive agreement was approved by the SEDC and has been executed by both parties. The Seabrook City Council is now asked to ratify this agreement as required under Chapter 505 of the Texas Local Government Code and the SEDC bylaws.

Funding / Fiscal Information:

EDC

Supporting Materials Attached:

1. Executed SEDC and Crown Trophy Incentive_Agreement

Prior Action / Review by Council, Boards, Commissions:

EDC 10-9-25

EDC 10-22-25

Staff Recommendation:

**SEABROOK ECONOMIC DEVELOPMENT CORPORATION
PERFORMANCE AGREEMENT**

This Performance Agreement (this "Agreement") is made by and between the Seabrook Economic Development Corporation, a State of Texas Type B economic development corporation (the "SEDC"), and Crown Trophy #109 (the "Company") (with the SEDC and the Company each being a "Party", and collectively the "Parties"), and is entered into by the Parties as of the Effective Date as defined herein.

RECITALS

WHEREAS, the SEDC has established certain programs in accordance with Chapters 501, 502, and 505 of the Texas Local Government Code to promote local economic development and stimulate business and commercial activity (the "Projects") within the City of Seabrook (the "City"), and when the Projects involve a direct incentive to a company, Chapter 501 of the Texas Local Government Code requires the SEDC to memorialize such incentive in a performance agreement with such company (a "Performance Agreement"); and

WHEREAS, the Parties have concluded and hereby find that this Agreement promotes economic development in the City and that this Agreement is a Performance Agreement, providing for the SEDC's provision of a direct incentive to the Company; and

WHEREAS, to ensure that the direct incentive of the SEDC provided under this Agreement is utilized in a manner consistent with Chapters 501, 502, and 505 of the Texas Local Government Code, the Company has agreed to comply with certain conditions for receiving the SEDC's direct incentive, as provided herein; and

WHEREAS, the Company is the lessee of certain real property located at 2168 Bayport Blvd., Seabrook, Texas 77586 (the "Property"), with the Property being more particularly depicted and described in the attached **Exhibit "A"**; and

WHEREAS, the SEDC has received a grant application (the "Application") from the Company regarding certain improvements to be made to the Property (the "Program"), with the Application which includes a description of the Program being attached to this Agreement as **Exhibit "B"**; and

WHEREAS, the SEDC has current funds on hand in the full amount of the grant contemplated in the Application (the "Grant"), and the SEDC desires to provide the Grant according to the terms and conditions of this Agreement, including the requirement that the Company pay back the Grant if certain performance measures are not met by the Company as provided herein; **and NOW, THEREFORE:**

IN CONSIDERATION OF THE MUTUAL BENEFITS DESCRIBED IN THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

SECTION 1. RECITALS

The facts and statements included in the Recitals to this Agreement are hereby incorporated into this Agreement for all intents and purposes.

SECTION 2. AUTHORITY

A. The SEDC's participation in this Agreement is authorized by Chapters 501, 502, and 505 of the Texas Local Government Code. At a meeting of the Board of Directors of the SEDC (the "Board") on October 9, 2025, the Board determined that the Program qualifies as a Project and authorized the SEDC to offer a direct incentive to the Company. This Agreement satisfies Chapters 501, 502, and 505 of the Texas Local Government Code and serves as a Performance Agreement reflecting the obligations of the SEDC and Company regarding the direct incentive.

B. The SEDC has taken all necessary actions and obtained all necessary approvals to enter into this Agreement, which includes the City Council of the City (the "Council") approving the Project authorizing this Agreement by Resolution through two (2) readings at meetings of the Council, with a copy of such Resolution being attached to this Agreement as **Exhibit "E"**.

C. The SEDC acknowledges that the Company's participation in this Agreement and the Company's decision to commit substantial resources and money to acquire and develop the Property are made in reliance upon the SEDC's performance of its obligations under this Agreement and is subject to the Company's performance of its obligations under this Agreement.

SECTION 3. DEFINITIONS

In addition to the terms defined in the Recitals or elsewhere in this Agreement, as used in this Agreement, the following words or phrases shall have the following meanings:

(1) "Capital Investment" means funds expended in good faith by the Company in furtherance of the Program, including but not limited to site work, construction costs, materials, landscaping, and required signage.

(2) "Certificate of Occupancy" means a certificate of occupancy issued by the City in accordance with its standard practices and may include a temporary certificate of occupancy. A Certificate of Occupancy shall not include a certificate of occupancy issued in error, by mistake, or based upon a misrepresentation of facts by the Company or its agent.

(3) "Economic Development Grant Payment" means the reimbursement amount to be paid to the Company by the SEDC upon the Company's satisfaction of the terms of this Agreement, in an amount not to exceed \$7,799.42, as provided herein.

(4) "Effective Date" means the last date this Agreement is signed by all Parties.

(5) "Force Majeure" means any contingency or cause beyond the reasonable control of a Party including, without limitation: war, riots, acts of terrorism, acts of the public enemy, insurrections, civil commotion; labor disputes, a general inability to obtain labor or materials

or reasonable substitutes for either, unusual delay in transportation, strikes, slowdowns or work stoppages; acts of God, casualties, explosions, floods, fire, earthquake, tornado, hurricane or other severe and adverse weather conditions; pandemics, epidemics, infectious disease outbreaks, public health emergencies, health and safety circumstances that require individual isolation, quarantine or quarantine-like restrictions; delays caused by actions or inactions, or other acts or omissions on the part of any public utility or state or federal government (or de facto governmental entity), state or federal government official or their respective agents or employees; and, delays caused by state or federal governmental restrictions, regulations, or controls.

(6) "Open for Business" means that the applicable portion of the Property is under roof and air-conditioned and heated is open for full-time business operations for all intended purposes.

SECTION 4. TERM

This Agreement shall become enforceable upon the Effective Date and will terminate on the first to occur upon the: receipt by the Company of the Economic Development Grant Payment; or, the termination of this Agreement as provided for herein (the "Term"). However, the Term shall not exceed six (6) months from the Effective Date, at which time this Agreement shall automatically expire unless extended in writing approved by both Parties.

SECTION 5. THE COMPANY'S PERFORMANCE CRITERIA

The Company must satisfy and provide proof to the Board that the following have been accomplished in order to receive the Economic Development Grant Payments, with such performance criteria being certified by the Company as provided in this Agreement, including the Capital Investment form attached to this Agreement as **Exhibit "C"**, which shall be executed and delivered concurrently with this Agreement:

(1) Completion of the Application, including all required forms and documents associated therewith; and,

(2) The Company has done all of the following:

(a) Expended at least \$15,598.83 (AS SHOWN IN APPLICATION) for the construction and installation of a channel letter sign at the Property ("Program").

SECTION 6. ECONOMIC DEVELOPMENT GRANT PAYMENTS

A. Within thirty (30) days of the Board's determination that the Company has satisfied the performance criteria set forth in Section 5 above, the SEDC shall provide an Economic Development Grant Payment to the Company in an amount not to exceed \$7,799.42 or 50% of the total cost of the Program, whichever is lesser, as a reimbursement for the Company's costs associated with the Program. In no event shall the SEDC be required to make any Economic Development Grant Payment to the Company except as provided herein, and subject to satisfaction of the conditions set forth above. The obligations contained in this Agreement shall cease upon payment in full to the Company of the Economic Development Grant Payment, or the expiration of the Term, whichever occurs first.

SECTION 7. THE COMPANY'S COVENANTS, WARRANTIES, AND OBLIGATIONS

The Company hereby makes the following covenants and warranties to the SEDC, and agrees to timely and fully perform the following obligations and duties:

- (1) The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement;
- (2) The execution of this Agreement has been duly authorized by the Company, and the corporate officer signing this Agreement is an officer of the Company, empowered to execute this Agreement and bind the Company, with said authorization, signing, and binding effect is not in contravention of any law, rule, or regulation, or of the provisions of the Company's articles of incorporation, bylaws, or of any agreement or instrument to which the Company is a party or by which it may be bound;
- (3) The execution and performance of this Agreement by the Company constitutes its valid and binding obligation, subject to the terms and conditions set forth in this Agreement;
- (4) As of the date of this Agreement, no litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business, properties, or operation; and no consent, approval, or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby;
- (5) There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and the Company has not been informed of any potential involuntary bankruptcy proceedings;
- (6) The Company shall pay all state and local taxes due and owing by the Company to all taxing authorities having jurisdiction over the Property prior to delinquency;
- (7) In the event of bankruptcy, receivership, or closure or cessation of operations at the Property, the Company shall maintain the Property in good condition and in compliance with applicable building and property maintenance codes and ordinances;
- (8) The Company shall not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled, and shall refrain from violating any applicable local, state, and federal law which may have a material adverse effect on the City's or the SEDC's reputation by virtue of the City's or the SEDC's relationship with Company;
- (9) The Company acknowledges that for contracts needing City or SEDC approval, that the City or the SEDC may not accept or enter into a contract until it has received from the Company a completed, signed, and notarized Texas Ethics Commission (the "TEC") Form 1295 from the Company complete with a certificate number assigned by the TEC, pursuant to Texas Government Code Chapter 2252 and the rules promulgated thereunder by the TEC, with a copy of the TEC Form 1295 attached hereto as **Exhibit "D"**;

(10) Pursuant to Chapter 2264 of the Texas Government Code, the Company certifies that as of the Effective Date of this Agreement and throughout the Term, the Company's business, or a branch, division, or department thereof, does not and will not knowingly employ an undocumented worker (as defined in §2264.001 of the Texas Government Code), and if the Company's business, or a branch, division, or department thereof, is convicted of a violation of 8 U.S.C. §1324a(f) occurring during the Term of this Agreement, the Company shall repay to the SEDC the total amount of the Economic Development Grant Payment paid to the Company under this Agreement, plus interest at agreed rate not later than the one hundred twentieth (120th) day after the date the SEDC notifies the Company of the violation; and it is agreed that for purposes of this subsection, but only if permissible under Chapter 2264 of the Texas Government Code, that:

(a) For the purposes of this Section, "Company's business" shall be limited to the Company's business in Seabrook, Texas;

(b) The Company shall not be liable for a violation of Chapter 2264 of the Texas Government Code by a person or entity with whom the Company contracts;

(c) Neither the Company nor its business, or branch, division, or department thereof, shall be deemed to have been "convicted of a violation" until all appeals have been exhausted and/or the time for all appeals has expired; and,

(d) The date that "SEDC notifies the Company of the violation" may not be earlier than the date that the Company has been "convicted of a violation" as provided in the immediately preceding subsection; and,

(11) For purposes of this Section "agreed rate" shall mean the lesser of:

(a) the Wall Street Journal prime rate announced by and as quoted in Wall Street Journal, from time to time, as its prime commercial rate or, if the Wall Street Journal prime rate ceases to be made available by the publisher, or any successor to the publisher, a similar reference interest rate based on the interest large United States money center commercial banks charge on short term uninsured loans to their most creditworthy borrowers, or

(b) the highest lawful rate.

SECTION 8. DEFAULT

A. The following shall constitute a default by the Company under this Agreement (a "Company Default"):

(1) The appointment of a receiver of the Company, or of all or any substantial part of its property, and the failure of such receiver to be discharged within ninety (90) days thereafter.

(2) The adjudication of the Company as bankrupt.

(3) The filing by the Company of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

(4) Upon the expiration of the notice and cure period set forth below, a breach of a material representation under this Agreement by the Company.

(5) Upon the expiration of the notice and cure period set forth below, a breach of any material covenant set forth herein.

B. The following shall constitute a default by the SEDC under this Agreement (a "SEDC Default"):

(1) The appointment of a receiver of the SEDC, or of all or any substantial part of its property, and the failure of such receiver to be discharged within ninety (90) days thereafter.

(2) The adjudication of the SEDC as bankrupt.

(3) The filing by the SEDC of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

(4) Upon the expiration of the notice and cure period set forth below, a breach of a material representation under this Agreement by the SEDC.

(5) Upon the expiration of the notice and cure period set forth below, the SEDC's failure to pay any Economic Development Grant Payment to the Company in accordance with this Agreement.

(6) Upon the expiration of the notice and cure period set forth below, a breach of the SEDC's obligations set forth in this Agreement.

C. In the event of the occurrence of a breach or default by a Party under this Agreement, as applicable, the non-defaulting Party shall give written notice to the other Parties of such default, and the actions necessary to cure such alleged default, and the defaulting Party shall have sixty (60) days thereafter to cure said default or if the defaulting Party is diligently pursuing the cure of such default but such default is not reasonably curable within sixty (60) days, then the defaulting Party shall have such additional amount of time as is reasonably necessary to cure such default but no more than thirty (30) additional days. Should a default or breach as described herein, remain uncured after such cure period it shall constitute a Company Default or SEDC Default, as applicable, and the non-defaulting Party shall have the right to exercise the remedies set forth below.

SECTION 9. REMEDIES.

A. Upon the occurrence of a Company Default, the SEDC shall have the right to terminate this Agreement by written notice to the Company, in which event the SEDC shall have no obligation to make any future Economic Development Grant Payment to the Company under this Agreement.

B. Upon the occurrence of a SEDC Default, the Company shall have the right to terminate this Agreement by written notice to the SEDC, in which event the Company shall have no further obligations under this Agreement.

C. In addition, and without terminating this Agreement, any Party shall further have the power to enforce specific performance to collect amounts owing by the other Parties under this Agreement or to otherwise compel the other Parties to perform their obligations under this Agreement. Further, any Party shall have the right to bring an action for a declaratory judgment.

D. The SEDC shall be entitled to a refund of any portion of or all Economic Development Grant Payments made to the Company, except as otherwise provided herein, and further provided that the SEDC shall be entitled to recapture any portion of or all Economic Development Grant Payments which were made based upon materially false or fraudulent information certified to or provided by the Company and for which the Company would not otherwise have been entitled. No action shall lie for damages against the Company except that the SEDC shall be entitled to any action to recover any amounts owed by the Company as provided in the foregoing sentence.

E. Upon the occurrence of a SEDC Default, the Company has the right to bring any action to recover any amounts owed to it under this Agreement plus interest from the date due at the agreed amount. In addition, the Company shall have the right to seek a judicial declaration of the appropriate amount of the Economic Development Grant Payment owing to the Company by the SEDC under this Agreement.

F. THE SEDC DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITIES THAT IT MAY HAVE AS NOW EXIST OR MAY BE CREATED UNDER ANY APPLICABLE LAW OR JUDGEMENT.

G. If any legal action or proceeding is commenced by any Party to enforce the provisions of this Agreement or to recover any damages permitted under this Agreement from the breaching Party, the Party entitled to relief shall additionally recover its reasonable legal fees and costs.

H. The sole and exclusive remedies of the Company for a breach by the SEDC under this Agreement shall be those expressly provided for in this Agreement and the Company hereby waives any other remedies under law or in equity.

I. A Party shall not be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of an event of Force Majeure, but only for so long as the event of Force Majeure reasonably delays, disrupts, or prevents performance.

J. Any delay for any amount of time by a Party in providing notice of default to the other Party shall in no event be deemed or constitute a waiver of such default by such non-defaulting Party of any of its rights and remedies available in law or in equity.

K. Any waiver granted by one Party to another Party shall not be deemed or constitute a waiver of any other existing or future default by such Party or of a subsequent default of the same act or event.

SECTION 10. LIABILITY LIMITATIONS OF THE SEDC

Under no circumstances shall the obligations of the SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. No public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS

A. Changes in Law. Should a change in law prevent or prohibit the SEDC from complying with or making any payments under this Agreement, the Parties agree to terminate this Agreement; provided, however, that, to the extent feasible and permitted by applicable law, the Parties agree to work together in good faith to modify this Agreement or enter into a new agreement or otherwise provide the Company with a remedy or reasonably equivalent value to otherwise accomplish the purpose of this Agreement, and if the Parties do not agree, then a court may equitably reform this Agreement.

B. Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

C. Assignment, Sale, Merger, or Transfer. Except as provided below, the Company may not assign all or part of its rights under this Agreement to a third party, or otherwise sell, merge, or transfer substantially all its then owned assets to another entity (each, a "Transfer"), without written notice of a Transfer provided by the Company to the SEDC at least thirty (30) days prior to a Transfer.

D. Notice. Notice shall be effective upon receipt or refusal of delivery by the Party to be notified. Any notice or other communication (the "Notice") given under this Agreement shall be in writing, and may be given:

- (1) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested;
- (2) by personal delivery of the Notice to the Party;
- (3) by depositing the Notice with Federal Express or another nationally recognized courier service for next day delivery;
- (4) by electronic delivery of the Notice to an e-mail address provided by each Party; or,
- (5) by confirmed facsimile, at a number provided by each Party, only if a copy of the Notice is also given in one of the manners specified in (1), (2), (3), or (4).

E. Notice Contact Information. Unless changed as approved in writing by all Parties, for the purposes of the Notice, the contact information of the Parties is as follows:

For the SEDC:

Seabrook Economic Development Corp.
Attn: Executive Director
1700 1st Street
Seabrook, Texas 77586

For the Company:

Crown Trophy #109
Attn: Jennifer McKnight
2168 Bayport Blvd.
Seabrook, Texas 77586

F. Interpretation. Each of the Parties has been represented by counsel of its choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against, either Party based on draftsmanship.

G. Relationship of the Parties. This Agreement shall not be construed as establishing a partnership

or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither Party, nor either's past, present, or future elected officials, officers, directors, employees, or agents, assume any responsibility or liability to any third party in connection with the development of the Property or the design, construction, or operation of any portion of the Property.

H. Applicable Law and Venue. This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas without regard to any conflicts of law provision, and venue will lie in a state district court in Harris County, Texas. The Parties consent to, and waive any objection to, in person jurisdiction in Harris County, Texas.

I. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect under present or future laws, the remainder of this Agreement shall not be affected so long as the intent, purpose, and benefits of this Agreement are not affected in any manner materially adverse to either Party hereto. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable, is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable, and effects the intent, purpose, and benefits of this Agreement.

J. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

K. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

L. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be deemed an original, but all of which will constitute the same instrument. A signature transmitted by facsimile or email will be deemed to be an original signature for all purposes. As used in this Section, "signature" includes an electronic signature.

M. Exhibits. The following exhibits are attached to and incorporated into this Agreement and made a part of this Agreement for all purposes as if they were set forth herein in their entirety:

Exhibit A – Property Description
Exhibit B – Grant Application & Program Description;
Exhibit C – Certificate Regarding Capital Investment;
Exhibit D – Form 1295; and,
Exhibit E – Resolution.

N. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary, agreements between the Parties relating to matters in this Agreement; and, except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

O. Confidentiality. This Agreement is subject to the Texas Public Information Act and will be considered "public information" after consideration by the SEDC at a posted meeting by either body. However, the SEDC will use all appropriate measures to keep the information contained in

and related to this Agreement confidential until such time as the Texas Public Information Act requires the SEDC to disclose the applicable contents of this Agreement. To the maximum extent permitted by law, the SEDC and its respective elected officials, officers, directors, employees, agents, and contractors retained to perform economic development services for the SEDC (the "SEDC Related Parties"): (i) shall use all appropriate measures to maintain the confidentiality of all sales tax information filed by the Company and/or its respective tenants, subtenants and/or licensees, as applicable, with the State of Texas and all other information regarding the Sales Tax Revenue generated by the Property; (ii) shall treat as confidential any other proprietary or financial information of the Company and/or its respective tenants, subtenants, and/or licensees and shall not release any of the foregoing information to the public, unless required by law or court order. The SEDC shall notify the Company as a third-party under the Texas Public Information Act of requests, Attorney General Opinions, and court orders to release such information pursuant to the Texas Public Information Act. The SEDC shall be permitted to disclose the foregoing information to the SEDC Related Parties as the SEDC, in its discretion deems appropriate in furtherance of the purposes of this Agreement, so long as such disclosure is made subject to compliance by such SEDC Related Parties with the terms of this Section. This Section is not meant to prevent the SEDC from complying with the Texas Public Information Act, as it may be amended.

P. Time is of the essence in this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, enter into and execute this Agreement effective as of the dates set forth below.

FOR: THE SEDC



Name [Signature]

Paul Dunphey

Name [Printed]

President

Title

10 / 23 / 2025

Date

FOR: THE COMPANY



Name [Signature]

Jennifer McKnight

Name [Printed]

Owner

Title

10 / 22 / 2025

Date

FOR THE SEDC

My Commission Expires: _____

My Commission Expires: _____

EXHIBIT A – PROPERTY DESCRIPTION

EXHIBIT B – GRANT APPLICATION & PROGRAM DESCRIPTION

EXHIBIT C - CAPITAL INVESTMENT CERTIFICATION

Re: ECONOMIC DEVELOPMENT AGREEMENT MADE BY AND AMONG THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION AND CROWN TROPHY #109

This Capital Investment Certification is being delivered by Crown Trophy #109 (the "Company") in connection with that certain Economic Development Agreement made by and among the Seabrook Economic Development Corporation (the "SEDC"), and the Company effective as of **October 22, 2025** (the "Agreement"). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

The undersigned hereby certifies to the SEDC that:

1. I am a duly authorized representative of the Company to execute this Capital Investment Certification document.
2. The Company will make a capital investment of \$ 15,598.83 on the property located at 2168 Bayport Blvd., Seabrook, Texas 77586, including, without limitation, construction and installation costs relating to the Program as described in the Agreement.

FOR THE COMPANY:

BY:

NAME – SIGNATURE

NAME – PRINTED

TITLE

DATE_____, 2025

EXHIBIT D – FORM 1295 (IF NECESSARY)

EXHIBIT E – RESOLUTION

Title	SEDC Incentive Agreement - Signature Required
File name	Crown_Trophy__109...abrook_EDC_OS.pdf
Document ID	614c27814037e4766e6738556fd34b4f0a334088
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



10 / 23 / 2025
13:07:32 UTC

Sent for signature to Paul Dunphey
(pauldunphey@dunpheyservices.com) from
kbellow@seabrooktx.gov
IP: 165.254.153.10



VIEWED

10 / 23 / 2025
15:12:20 UTC

Viewed by Paul Dunphey (pauldunphey@dunpheyservices.com)
IP: 32.132.159.82



SIGNED

10 / 23 / 2025
15:12:44 UTC

Signed by Paul Dunphey (pauldunphey@dunpheyservices.com)
IP: 32.132.159.82



COMPLETED

10 / 23 / 2025
15:12:44 UTC

The document has been completed.



Agenda Briefing

Date of Meeting: November 18, 2025

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area: CITY SERVICES

General Information:

Consider and take all appropriate action on the approval of Resolution 2025-27, Correction of the Authorizing Official for the Houston UASI Grant Application

Executive Summary / Background:

Resolution 2023-20, approved by the City Council on December 19, 2023, authorized the Chief of Police to apply for, accept, and appropriate funds from the Houston Urban Area Security Initiative (UASI) Grant Program for Fiscal Year 2024-2025 in the amount of \$43,725.00 for Ballistic Armor for the Police Department. Following review of grant compliance requirements, it has been determined that the City Manager should be designated as the official authorized to execute all related grant documents on behalf of the City of Seabrook.

Funding / Fiscal Information:

N/A

Supporting Materials Attached:

1. Resolution_2025-27_UASI_Authorizing_Correction

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

It is recommended that City Council approve Resolution correcting the authorizing official to the City Manager and superseding Resolution 2023-20.

RESOLUTION 2025-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPERSEDING RESOLUTION 2023-20, AND AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND APPROPRIATE UPON AWARD UP TO \$43,725.00 FROM THE HOUSTON URBAN AREA SECURITY INITIATIVE (UASI) UNDER THE FISCAL YEAR 2024-2025 UASI GRANT PROGRAM AND TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO.

WHEREAS, the Houston Urban Area Security Initiative (UASI) group is soliciting grant applications from municipalities for the Fiscal Year 2024-2025 Grant Program to enhance safety and security and to improve prevention, protection, mitigation, response, and recovery capabilities against terrorist attacks and other hazards; and

WHEREAS, the City Council of the City of Seabrook finds it to be in the best interest of the residents of Seabrook to submit a grant application for the Fiscal Year 2024-2025 UASI Grant for the purchase of Ballistic Armor to protect police personnel during an active attack or other terrorist event; and

WHEREAS, the City Council of the City of Seabrook adopted Resolution 2023-20 on December 19, 2023, authorizing the Chief of Police as the City's authorized official; and

WHEREAS, the City Council of the City of Seabrook desires to correct the authorizing official and hereby designates the City Manager as the City's authorized official for the purposes of the Fiscal Year 2024-2025 UASI Grant Program; and

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

SECTION 1. The City Manager is hereby authorized to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Seabrook in an amount not to exceed \$43,725.00 under the Fiscal Year 2024-2025 Houston UASI Grant Program, for Ballistic Armor for the Police Department.

SECTION 2. This resolution supersedes Resolution 2023-20 and any other provisions inconsistent herewith.

SECTION 3. The City Council finds that the statements set forth in the recitals above are true and correct and hereby incorporates such recitals as part of this Resolution.

PASSED AND APPROVED this ____ day of _____, 2025, by the City Council of the City of Seabrook, Texas.

Grant Number: 5244901 and 5248101

Jim Sweeney
Mayor

ATTEST:

Rachel Lewis
City Secretary

APPROVED AS TO FORM:

David Olson
City Attorney



Agenda Briefing

Date of Meeting: November 18, 2025

Responsible Department: City Manager's Office

Presenter:

Briefing Prepared By: Gayle Cook

Strategic Focus Area: QUALITY OF LIFE

General Information:

Consider and take all appropriate action on the first and final reading of Ordinance 2025-25, Authorizing and Ordering the Issuance of General Obligation Bonds Series 2025.

Marcus Deitz, Bond Attorney

Executive Summary / Background:

Authorizes the issuance of **City of Seabrook, Texas General Obligation Bonds, Series 2025** in the principal amount of **\$4,000,000**, representing all voted authorization under Proposition B. City of Seabrook GO Bonds S2025

Specifies that bond proceeds shall be used for:

- The municipal pool complex project (construction, acquisition, improvement, renovation, expansion, development, and equipment), and
- Costs of issuing the bonds.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Ordinance 2025-25

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

That the City Council approve the Ordinance Authorizing and Ordering the Issuance of City of Seabrook, Texas General Obligation Bonds, Series 2025; Prescribing the Terms and Form Thereof; Making Other Provisions Regarding Such Bonds, Including Use of Proceeds Thereof, and Matters Incident Thereto.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF CITY OF SEABROOK, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025; PRESCRIBING THE TERMS AND FORM THEREOF; MAKING OTHER PROVISIONS REGARDING SUCH BONDS, INCLUDING USE OF THE PROCEEDS THEREOF, AND MATTERS INCIDENT THERETO

WHEREAS, the City of Seabrook, Texas (the “City”), acting through its City Council, is authorized by the Constitution and laws of the State of Texas, particularly Chapter 1331, Texas Government Code, as amended, to issue bonds to construct or purchase permanent improvements inside the municipal boundaries, including public buildings, waterworks, or sewers;

WHEREAS, the issuance of the bonds herein authorized was approved by the voters of the City at an election held for such purpose on May 3, 2025 (the “Election”), which was duly called by the City Council, and which authorized the issuance of \$4,000,000 in bonds for constructing, acquiring, improving, renovating, expanding, developing and equipping the municipal pool complex, and all matters incident or necessary thereto (“Proposition B”);

WHEREAS, the City Council canvassed the returns of the Election and by Resolution declared the results to be in favor of the issuance of the Bonds;

WHEREAS, the City has now determined that it is necessary and advisable to authorize, issue and deliver all of the of bonds authorized by Proposition B, including any premium charged against such voted authorization, in the amount of \$4,000,000;

WHEREAS, following the issuance of the Bonds, the City will have no authorized but unissued bonds remaining from the authorization provided by the Election related to Proposition B;

WHEREAS, the City Council is of the opinion and hereby affirmatively finds that it is in the best interest of the City to issue the bonds in the amounts and for the purposes herein stated; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEABROOK:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1: Definitions. As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

“Act” shall mean Chapters 1331, Texas Government Code, as amended.

“Attorney General” shall mean the Attorney General of the State of Texas.

“Bond” or “Bonds” shall mean any or all of the City of Seabrook, Texas General Obligation Bonds, Series 2025, authorized by this Ordinance.

“City” shall mean the City of Seabrook, Texas and, where appropriate, its City Council.

“City Council” shall mean the governing body of the City.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Construction Fund” shall mean the General Obligation Bonds, Series 2025 Construction Fund established by the City and described in Section 4.3 of this Ordinance.

“Debt Service Fund” shall mean the General Obligation Bonds, Series 2025 Debt Service Fund established by the City and described in Section 4.2 of this Ordinance.

“DTC” shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

“Election” shall mean the election held May 3, 2025 and described in the preambles of this Ordinance.

“Fiscal Year” shall mean the City’s then designated fiscal year, which currently is the twelve-month period beginning on the first day of October of a calendar year and ending on the last day of September of the next succeeding calendar year and each such period may be designated with the number of the calendar year in which such period ends.

“Interest Payment Date,” when used in connection with any Bond, shall mean March 1 and September 1 of each year, commencing September 1, 2026, until maturity or earlier redemption of such Bond.

“MSRB” means the Municipal Securities Rulemaking Board.

“Ordinance” shall mean this Ordinance and all amendments hereof and supplements hereto.

“Outstanding”, when used with reference to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Ordinance except: (a) any Bonds canceled by or on behalf of the City at or before such date; (b) any Bonds defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as permitted by applicable law; and

(c) any Bonds in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Ordinance.

“Paying Agent/Registrar” shall mean The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

“Paying Agent/Registrar Agreement” shall mean the agreement between the City and the Paying Agent/Registrar as described more particularly in Section 5.1 hereof.

“Purchaser” means _____.

“Record Date” shall mean the close of business on the fifteenth calendar day of the month immediately preceding the applicable Interest Payment Date.

“Register” shall mean the registration books for the Bonds kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Bonds.

“Registered Owner” shall mean the person or entity in whose name any Bond is registered in the Register.

“Rule” means SEC Rule 15c2 12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 1.2: Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Bonds.

Section 1.3: Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

ARTICLE II

TERMS OF THE BONDS

Section 2.1: Amount, Purpose and Authorization. The Bonds shall be issued in fully registered form, without coupons, under and pursuant to the authority of the Act in the total authorized aggregate principal amount of \$_____ for the purpose of providing all or part of the funds for the following purposes: (a) constructing, acquiring, improving, renovating,

expanding, developing and equipping the municipal pool complex, and all matters incident or necessary thereto, and (b) paying costs of issuing the Bonds.

Section 2.2: Designation, Date and Interest Payment Dates. The Bonds shall be designated as the “City of Seabrook, Texas General Obligation Bonds, Series 2025,” and shall be dated December 1, 2025. The Bonds shall bear interest at the rates set forth in Section 2.3 below, from the later of the date of delivery or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on March 1 and September 1 of each year, commencing September 1, 2026, until maturity or earlier redemption.

If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

Section 2.3: Numbers, Denomination, Interest Rates and Maturities. The Bonds shall be initially issued bearing the numbers, in the principal amounts and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance. The Bonds shall mature on September 1 in each of the years and in the amounts set out in such schedule. Bonds delivered in transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Bond Number	Year of Maturity	Principal Amount	Interest Rate
R-1	2027	\$	%
R-2	2028		
R-3	2029		
R-4	2030		
R-5	2031		
R-6	2032		
R-7	2033		
R-8	2034		
R-9	2035		
R-10	2036		
R-11	2037		
R-12	2038		
R-13	2039		
R-14	2040		

R-15	2041
R-16	2042
R-17	2043
R-18	2044
R-19	2045
R-20	2046
R-21	2047
R-22	2048
R-23	2049
R-24	2050

Section 2.4: Redemption Prior to Maturity. (a) The Bonds maturing on and after September 1, 2036 are subject to redemption prior to maturity, at the option of the City, in whole or in part, on September 1, 2035, or any date thereafter, at par plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the City may select the maturities of Bonds to be redeemed. If less than all the Bonds of any maturity are to be redeemed, the Paying Agent/Registrar shall determine by lot, or other customary random selection method, the Bonds, or portions thereof, within such maturity to be redeemed.

(b) Bonds may be redeemed in part only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, each Bond shall be treated as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. Upon presentation and surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of this Ordinance, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

(c) Notice of any redemption, identifying the Bonds or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register at the close of business on the business day next preceding the date of mailing such notice, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Bonds called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Bonds which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the purpose of being paid with the funds so provided for such payment.

(d) The City reserves the right to give notice of its election or direction to optionally redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if

the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent /Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding.

Section 2.5: Manner of Payment, Characteristics, Execution and Authentication. The Paying Agent/Registrar is hereby appointed the paying agent for the Bonds. The Bonds shall be payable, shall have the characteristics and shall be executed, sealed, registered and authenticated, all as provided and in the manner indicated in the FORM OF BONDS set forth in Article III of this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of the Bonds or before the delivery of the Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinion of Orrick, Herrington & Sutcliffe LLP, Houston, Texas, Bond Counsel, may be printed on the Bonds over the certification of the City Secretary, which may be executed in facsimile. CUSIP numbers also may be printed on the Bonds, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Bonds.

Section 2.6: Authentication. Except for the Bonds to be initially issued, which need not be authenticated by the Paying Agent/Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Article III of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 2.7: Ownership. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Bond in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 2.8: Registration, Transfer and Exchange. The Paying Agent/Registrar is hereby appointed the registrar for the Bonds. So long as any Bond remains Outstanding, the Paying Agent/Registrar shall keep the Register at its office in Dallas, Texas in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Bonds in accordance with the terms of this Ordinance.

Each Bond shall be transferable only upon the presentation and surrender thereof at the office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying

Agent/Registrar. Upon due presentation of any Bond for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented and surrendered.

All Bonds shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Bond or Bonds, maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

All Bonds issued in transfer or exchange shall be delivered to the Registered Owners thereof at the office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Bond called for redemption in whole or in part during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that this restriction shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of a Bond called for redemption in part.

Section 2.9: Book-Entry Only System. The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.11 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any

notice with respect to the Bonds, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than a Bondholder as shown in the Register, of any amount with respect to principal of Bonds, premium, if any, or interest on the Bonds.

Except as provided in Section 2.10 of this Ordinance, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Bonds, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner shall receive a Bond evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

Section 2.10: Payments and Notices to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

Section 2.11: Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 2.12: Replacement Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond, of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If any Bond is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and ordinances of the City, and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Bond of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

(a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;

(c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 2.13: Cancellation. All Bonds paid or redeemed in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Bonds.

ARTICLE III

FORM OF BONDS

The Bonds, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar Authentication Certificate, Form of Statement of Insurance, if any, and Form of

Assignment, shall be in substantially the form set forth in Exhibit A hereto, with such omissions, insertions and variations as may be necessary or desirable, and not prohibited by this Ordinance.

ARTICLE IV

SECURITY FOR THE BONDS

Section 4.1: Pledge and Levy of Taxes. (a) To provide for the payment of principal of and interest on the Bonds, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Bonds or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Bonds and to create and provide a sinking fund of not less than 2% of the principal amount of the Bonds or not less than the principal payable out of such tax, whichever is greater, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Bonds by deposit to the Debt Service Fund and to no other purpose.

(b) The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Bonds, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax. As long as any Bonds remain outstanding, all moneys on deposit in, or credited to, the Debt Service Fund shall be secured by a pledge of security, as provided by law for cities in the State of Texas.

(c) To the extent necessary, the City hereby appropriates from current funds on hand and legally available therefor, funds sufficient to pay the interest on the Bonds prior to the levy of a tax in respect of the Bonds.

Section 4.2: Debt Service Fund. The General Obligation Bonds, Series 2025 Debt Service Fund (the “Debt Service Fund”) is hereby created as a special fund solely for the benefit of the Bonds. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owners of the Bonds. Such amount, plus any other amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Bonds.

Section 4.3: Construction Fund. The General Obligation Bonds, Series 2025 Construction Fund (the “Construction Fund”) is hereby created as a special fund of the City. Money on deposit in the Construction Fund shall be used only for the purposes set forth in Section 2.1 of this Ordinance. Money on deposit in the Construction Fund may, at the option of the City, be invested as permitted by Texas law, provided that all such deposits and investments shall be made in such manner that the money required to be expended from the Construction Fund will be available at the proper time or times.

All interest and income derived from such deposits and investments shall remain in the Construction Fund, except that, to the extent required by law, such interest and income may be

applied to make such payments to the United States of America as shall be required to assure that interest on the Bonds is exempt from federal income taxation. Upon the completion of the purposes set forth in Section 2.1 of this Ordinance, any surplus funds on deposit in the Construction Fund shall be transferred into the Debt Service Fund.

Section 4.4: Further Proceedings. After the Bonds to be initially issued have been executed, it shall be the duty of the Mayor to deliver the Bonds to be initially issued and all pertinent records and proceedings to the Attorney General for examination and approval. After the Bonds to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Bonds to be initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be affixed or attached to the Bonds to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

ARTICLE V

CONCERNING THE PAYING AGENT/REGISTRAR

Section 5.1: Acceptance. The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form presented herewith, the terms and provisions of which are hereby approved, and the Mayor is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto and affix the City's seal. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

Section 5.2: Trust Funds. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Bonds under this Ordinance (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the City, shall be the property of the City and shall be disbursed in accordance with this Ordinance.

Section 5.3: Bonds Presented. Subject to the provisions of Section 5.4, all matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Bonds shall be canceled as provided herein.

Section 5.4: Unclaimed Funds Held by the Paying Agent/Registrar. Funds held by the Paying Agent/Registrar that represent principal of and interest on the Bonds remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to

the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with this Section.

Section 5.5: Paying Agent/Registrar May Own Bonds. The Paying Agent/Registrar in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent/Registrar.

Section 5.6: Successor Paying Agents/Registrars. The City covenants that at all times while any Bonds are Outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Bonds. The City reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

ARTICLE VI

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF BONDS

Section 6.1: Sale of Bonds; Insurance (if any). The Bonds are hereby sold and shall be delivered to the Purchaser at a price of \$_____ (which is the par amount of the Bonds of \$_____, plus a premium of \$_____), in accordance with the terms of the Bid Form presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City and produced the lowest net effective interest rate. The Mayor and other appropriate officials of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. A municipal bond insurance policy will not be obtained for the Bonds.

Section 6.2: Approval, Registration and Delivery. The Mayor is hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Bonds by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's certificates clerk or an assistant certificates clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificates prescribed herein to be attached or

affixed to each Bond initially delivered and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

Section 6.3: Offering Documents; Ratings. The City hereby approves the form and contents of the Notice of Sale and Preliminary Official Statement and the final Official Statement, dated as of the date hereof, relating to the Bonds, and any addenda, supplement or amendment thereto, and ratifies and approves the distribution of such Notice of Sale and Preliminary Official Statement and Official Statement in the offer and sale of the Bonds and in the reoffering of the Bonds by the Purchaser, with such changes therein or additions thereto as the officials executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The Mayor is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined and declared that the statements and representations contained in the Notice of Sale and Preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the City Council, and that, as of the date thereof, the Preliminary Official Statement was an official statement of the City with respect to the Bonds that was deemed “final” by an authorized official of the City except for the omission of no more than the information permitted by subsection (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission.

Further, the City Council hereby ratifies, authorizes and approves the actions of the Mayor, the City’s financial advisor and other consultants in seeking ratings on the Bonds, and such actions are hereby ratified and confirmed.

Section 6.4: Application of Proceeds of Bonds; Appropriation. Proceeds from the sale of the Bonds shall, promptly upon receipt by the City, be applied as follows:

- (1) Accrued interest, if any, shall be deposited into the Debt Service Fund created in Section 4.2 of this Ordinance;
- (2) A portion of the proceeds shall be applied to pay expenses arising in connection with the issuance of the Bonds;
- (3) The remaining proceeds shall be deposited into the Construction Fund created in Section 4.3 of this Ordinance.

Section 6.5: Tax Exemption. The City intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable temporary, proposed and final regulations (the “Regulations”) and procedures promulgated thereunder and applicable to the Bonds. For this purpose, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes.

Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

(a) The City will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2.1 hereof, which will be owned and operated by the City and (ii) to pay the costs of issuing the Bonds.

(b) The City will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141(a) of the Code

(c) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the City and investment earnings on such collections,

(d) Based on all of the facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the City reasonably expects that the proceeds of the Bonds (to the extent any of such proceeds remain unexpended) will not be used in a manner that would cause the Bonds or any portion thereof to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(e) At all times while the Bonds are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting “arbitrage bonds,” the City will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.

(f) The City will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.

(g) The City represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.

(h) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the City will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of

the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The City will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.

(j) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

(k) The City will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the City charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the City's expectations. On or after the date of issuance of the Bonds, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the City.

In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by nationally recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Ordinance, the City's representations and obligations under the covenants and provisions of this Section 6.5 shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

Section 6.6: Qualified Tax-Exempt Obligations. The City hereby designates the Bonds as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the City (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Bonds, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; and (b) that the City reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Bonds are issued, by the City (or any subordinate entities) will not exceed \$10,000,000.

Section 6.7: Related Matters. In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, City Secretary and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Bonds, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

ARTICLE VII

CONTINUING DISCLOSURE UNDERTAKING

Section 7.1: Annual Reports. The City shall provide annually to the MSRB, within six (6) months after the end of each fiscal year and in an electronic format prescribed by the MSRB, financial information and operating data with respect to the City of the general type described in the Official Statement in Tables 1-4 and 6-13, and in Appendix "B." Any financial statements so to be provided shall be (a) prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, as such principles may be changed from time to time to comply with state or federal law or regulation and (b) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available at the time the financial information and operating data must be provided, then the City shall provide unaudited financial statements for the applicable fiscal year to the MSRB and shall provide to the MSRB audited financial statements, when and if the same become available.

If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Article.

The financial information and operating data to be provided pursuant to this Article may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB's internet web site or (ii) filed with the SEC.

Section 7.2: Event Notice. The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of the event), of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor trustee or change in the name of the trustee, if material;

(15) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the City, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the City, any of which reflect financial difficulties.

As used in clause (12), above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the City, or if jurisdiction has been assumed by leaving the City Council and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City. The City intends that the words used in clauses (15) and (16), above, and the definition of Financial Obligation in this Ordinance have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 8.1 hereof by the time required by Section 8.2 hereof.

Section 7.3: Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule.

The provisions of this Article are for the sole benefit of the Owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, principal statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY

THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities law.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change, legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article it shall include with any amended financial information or operating data next provided in accordance with Section 8.2 an explanation in narrative form of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds

Section 7.4: Information Format. The City information required under this Article shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

ARTICLE VIII

MISCELLANEOUS

Section 8.1: Defeasance. The Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

Section 8.2: Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the City under Section 4.1 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the City under Section 4.1 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8.3: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owners who own in the aggregate a majority of the principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Registered Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Registered Owners for consent to any such amendment, addition, or rescission.

Section 8.4: Legal Holidays. In any case where the date interest accrues and becomes payable on the Bonds or principal of the Bonds matures or the date fixed for redemption of any Bonds or a Record Date shall be in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

Section 8.5: No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

Section 8.6: Further Proceedings. The Mayor, City Secretary and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

Section 8.7: Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8.8: Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Ordinance and in the form of the documents attached hereto as exhibits as, in the judgment of the Mayor, and in the opinion of Bond Counsel to the City, may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the City Council.

Section 8.9: Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 8.10: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8.11: Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

[signature page follows]

PASSED AND APPROVED on this November 18, 2025.

CITY OF SEABROOK, TEXAS

Mayor

ATTEST

City Secretary

Seal

Exhibit A – Form of Bond

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF SEABROOK, TEXAS
GENERAL OBLIGATION BONDS, SERIES 2025

NUMBER	DENOMINATION
¹ R-	\$ _____
REGISTERED	REGISTERED

² INTEREST RATE:	DATED DATE:	² MATURITY DATE:	² CUSIP:
	December 1, 2025	September 1, _____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

³THE CITY OF SEABROOK, TEXAS, a municipal corporation of the State of Texas (the “City”), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on the maturity date specified above (or on earlier redemption as herein provided), upon presentation and surrender of this Bond at the office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or its successor (the “Paying Agent/Registrar”), the principal amount identified above (or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption) payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of delivery or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable on March 1 and September 1 of each year, commencing September 1, 2026, until maturity or earlier redemption of this Bond, by check sent by United

¹ Initial Bond shall be numbered T-1.

² Omitted from Initial Bond.

³ The first sentence of the initial Bond shall read as follows:

THE CITY OF SEABROOK, TEXAS, a municipal corporation of the State of Texas (the “City”), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on September 1 of the year of maturity specified below (or on earlier redemption as herein provided), upon presentation and surrender of this Bond at the office of The Bank of New York Mellon Trust Company, N.A., Dallas Texas, or its successor (the “Paying Agent/Registrar”), the principal amount identified set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from the Section 2.3 of the Bond Ordinance] (or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption) payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of delivery or the most recent interest payment date to which interest has been paid or duly provided for.

States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the last day of the calendar month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity or earlier redemption shall be paid upon presentation and surrender of this Bond at the office of the Paying Agent/Registrar.

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS (the "Bonds") in the aggregate principal amount of \$_____ issued pursuant to an ordinance adopted by the City Council of the City on November 18, 2025 (the "Ordinance") for the purpose of providing funds for public improvements in the City, including: (a) constructing, acquiring, improving, renovating, expanding, developing and equipping the municipal pool complex, and all matters incident or necessary thereto, and (b) paying costs of issuing the Bonds.

⁴THIS BOND SHALL NOT BE VALID OR OBLIGATORY for any purpose or be entitled to any benefit under the Ordinance unless this Bond is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE CITY RESERVES THE RIGHT, at its option, to redeem, prior to their maturity, Bonds maturing on and after September 1, 2036, in whole or in part, on September 1, 2035, or any date thereafter, at par plus accrued interest to the date fixed for redemption. If less than all the Bonds of any maturity are to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed.

BONDS MAY BE REDEEMED IN PART only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, each Bond shall be treated as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

NOTICE OF ANY SUCH REDEMPTION, identifying the Bonds or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the books of registration at the close of business on the business day next preceding the date of mailing such notice, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Bonds called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Bonds which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for

⁴ In the Initial Bond, this paragraph shall read:

THIS BOND SHALL NOT BE VALID OR OBLIGATORY for any purpose or be entitled to any benefit under the Ordinance unless this Bond is registered by the Comptroller of Public Accounts of the State of Texas by due execution of the registration certificate endorsed hereon.

redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance.

THIS BOND IS EXCHANGEABLE at the office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR is not required to accept for transfer or exchange any Bond called for redemption, in whole or in part, during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of an unredeemed portion of a Bond called for redemption in part.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of a Bond. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Bond by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Bonds assent by acceptance of the Bonds.

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and this Bond to be signed by the Mayor and countersigned by the City Secretary by their manual, lithographed or printed facsimile signatures.

CITY OF SEABROOK, TEXAS

Mayor

(SEAL)

COUNTERSIGNED:

City Secretary

* * *

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Bonds initially delivered:

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I hereby certify that this bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

* * *

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Bonds other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds described in and delivered pursuant to the within mentioned Ordinance; and, except for the Bonds initially delivered, this Bond has been issued in exchange for or replacement of a Bond, Bonds, or a portion of a Bond or Bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

The Bank of New York Mellon Trust
Company, N.A., as Paying Agent/Registrar

By _____
Authorized Signature

Date of Authentication: _____

* * *

FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Bonds:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Registered Owner

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever.

* * *

ORDINANCE NO. 2025-23

AN ORDINANCE OF THE CITY OF SEABROOK, TEXAS ESTABLISHING A PUBLIC INFORMATION POLICY TO MANAGE EXCESSIVE, REPETITIVE, OR BURDENSOME REQUESTS FOR PUBLIC INFORMATION AND DESIGNATING A PUBLIC INFORMATION COORDINATOR PURSUANT TO THE TEXAS PUBLIC INFORMATION ACT; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Texas Public Information Act (Texas Government Code, Chapter 552) grants members of the public the right to access public records; and

WHEREAS, the City of Seabrook, Texas supports transparency and is committed to fulfilling lawful public information requests in a timely and efficient manner; and

WHEREAS, excessive, repetitive, or burdensome requests for public information have interfered with city operations and staff's ability to perform essential duties; and

WHEREAS, Texas Government Code § 552.275 allows governmental bodies to establish time limits and cost-recovery mechanisms for public information requests from a single requestor; and

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

SECTION 1. PURPOSE AND POLICY. The purpose of this ordinance is to establish reasonable procedures to manage public information requests, promote efficient use of city resources, and deter the abuse of the Texas Public Information Act.

SECTION 2. DESIGNATION OF PUBLIC INFORMATION COORDINATOR.

The City Secretary, or their designee, is hereby designated as the Public Information Coordinator (PIC) for the City of Seabrook. All requests for public information must be submitted directly to the PIC through one of the following official channels:

- Online Portal: <https://seabrooktx.justfoia.com/publicportal/home/newrequest>
- Email: citysec@seabrooktx.gov
- Hand-delivery during regular business hours
- Physical Mailing Address:
City of Seabrook
City Secretary
1700 1st St.
Seabrook, TX 77586

SECTION 3. WRITTEN REQUESTS ONLY. Only written requests that reasonably identify the records sought and are submitted to the official address or email shall be processed under the Texas Public Information Act.

SECTION 4. COST RECOVERY FOR EXCESSIVE USE OF CITY RESOURCES.
Pursuant to Texas Government Code § 552.275:

A. Time Limit Threshold

The City establishes a cumulative time limit of 36 hours of personnel time spent in a fiscal year in responding to public information requests from a single requestor.

B. Notice of Excessive Use

Upon reaching or reasonably anticipating that a requestor will exceed the 36-hour threshold:

1. The City shall provide written notice to the requestor,
2. Include an estimate of anticipated charges for personnel time, overhead, and materials.

C. Prepayment Requirement

The City may require prepayment of estimated charges before processing the request if the threshold has been exceeded or if charges exceed \$40 as allowed by law.

D. Suspension of Further Requests

If a requestor fails to pay applicable charges, the City may refuse to process additional requests until payment is made in full.

SECTION 5. SEVERABILITY. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its approval.

PASSED, APPROVED at first reading on this 4th day of November, 2025.

PASSED, APPROVED and ORDAINED at second reading on this 18th day of November, 2025.

CITY OF SEABROOK, TEXAS

JIM SWEENEY, MAYOR

ATTEST:

Rachel Lewis, City Secretary

Approved as to Form:

David Olson, City Attorney

**Texas State Library and Archives Commission
Local Government Retention Schedule**

Agendas, Minutes, and Audiovisual Recordings

GR1000-01a AGENDAS	Open Meetings. 1) If the minutes describe each matter considered by the governing body and reference to an agenda is not required 2 years
GR 1000-03a MINUTES	Written Minutes. PERMANENT
GR 1000-03e MINUTES	Audiovisual recordings of open meetings for which written minutes are prepared. 90 days after approval of minutes by the governing body.

Sec. 2-283. Records management officer.

- (a) The city secretary is the records management officer under V.T.C.A., Local Government Code § 203.025 (Designation of Records Management Officer) for the city, and shall:
- (1) Develop, implement, and administer a city-wide records management program that complies with the Local Government Records Act;
 - (2) Coordinate, and to the extent practicable, standardize records management practices among departments;
 - (3) Serve on each director-level technology governance or oversight committee established by a city department; and
 - (4) Report annually to the council and the city manager on the implementation of the records management program in each city department;
 - (5) Report to the city manager noncompliance with the records management program by a department director, city employee, or city contractor;
 - (6) Report to the council noncompliance with the records management program by a city official;
 - (7) Appoint a city records manager to implement this chapter, subject to the direction of the city secretary;
 - (8) Provide storage, retrieval, and destruction services of physical records no longer required to be kept in active office space;
 - (9) Provide support for city-wide document and imaging management systems and services designed to manage digital records;
 - (10) Provide consulting services and training to departments and employees on the implementation of the records management program, records and information technology requirements, and other subjects related to records and information management;
 - (11) Assist department records liaisons to identify essential records and establish a disaster recovery plan for records.
- (b) Subject to the direction of the city secretary, the city records manager may perform a duty assigned by this chapter to the city secretary.

(Ord. No. 2018-22, § 2, 9-18-2018)

Sec. 2-285. Records management program.

- (a) The city secretary shall submit the records management program to the city manager for approval. The records management program approved by the city manager is the city's records management program.
- (b) The records management program must:
 - (1) Comply with the Local Government Records Act;
 - (2) To the extent practicable, standardize records management practices among city departments;
 - (3) In cooperation with the commission, establish guidelines for the implementation of records control schedules;
 - (4) Establish training requirements for department records liaisons and department records management team members;
 - (5) With oversight by the information technology department, establish guidelines for city information technology systems, and services to ensure that the systems and services create, store, manage, protect, preserve, dispose of, and provide access to records in compliance with the records management program;
 - (6) Establish guidelines for the transfer of records when a function is transferred from one department to another department;
 - (7) Establish guidelines for the destruction of records, including the information that must be maintained in a destruction log;
 - (8) Establish procedures for the suspension of records destruction;
 - (9) Improve the efficiency of record-keeping;
 - (10) Enable the city secretary to perform the duties prescribed by this chapter;
 - (11) Establish guidelines and eligibility criteria for transferring records to an electronic or digital format, including guidelines for the disposition of records that have been transferred;
 - (12) Provide adequate protection of the essential records of the city, including a disaster recovery plan for records; and
 - (13) Establish guidelines to ensure the preservation of long-term or permanent physical and digital records of the city.

(Ord. No. 2018-22, § 2, 9-18-2018)

Sec. 2-290. Records control schedules.

The state's records control schedules shall be the city's official control schedules, with which every department must comply.

(Ord. No. 2018-22, § 2, 9-18-2018)

Sec. 2-292. Management of digital records.

- (a) The creation, maintenance, preservation, and storage of a digital record, including the conversion of a physical record to a digital record, must comply with the records management program.
- (b) The city secretary along with the director of information technology shall review a department or inter-departmental plan to acquire or implement an information technology system or service that creates, stores, manages, protects, preserves, destroys, or provides access to digital records. If the system or service is inconsistent with the records management program the city secretary shall report the inconsistency to the appropriate director and the city manager.

(Ord. No. 2018-22, § 2, 9-18-2018)

November 2025

November 2025							December 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	7	1	2	3	4	5	6
9	10	11	12	13	14	8	8	9	10	11	12	13	
16	17	18	19	20	21	15	14	15	16	17	18	19	20
23	24	25	26	27	28	22	21	22	23	24	25	26	27
30						29	28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 26	27	28	29	30	31	Nov 1 8:00am Fall Sweep
2	3	4 6:00pm Regular City Council Meeting (City Hall)	5	6 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	7	8
9	10	11 10:00am Honoring Our Veterans	12 3:00pm Groundbreaking - Seabrook Town Center (Seabrook Town Center)	13 2:00pm SoulFreak Ribbon Cutting (1305) 6:00pm Joint City Council -P&Z	14	15
16	17	18 6:00pm Regular City Council Meeting (City Council Chamber)	19	20 6:00pm Seabrook Planning & Zoning 6:30pm HCMCA Meeting (Cadillac Bar)	21	22
23	24	25	26	27	28	29
30	Dec 1	2	3	4	5	6

December 2025

December 2025							January 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 30	Dec 1	2 6:00pm Regular City Council Meeting (City Hall)	3	4 6:00pm Open Space and Trails Committee Meeting (Public Works Facility) 6:00pm Tree Lighting (Community House)	5	6
7	8	9	10 4:00pm BayTran Holiday Event (Lakewood Yacht Club)	11 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	12	13 8:00am Breakfast With Santa (Community House)
14	15	16 6:00pm Regular City Council Meeting (City Council Chamber)	17	18 6:00pm HCMCA Christmas Meeting (Dow Active Center) 6:00pm Seabrook Planning & Zoning Commission Meeting	19	20
21	22	23	24	25	26	27
28	29	30	31	Jan 1, 26	2	3