



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, FEBRUARY 3, 2026 - 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, FEBRUARY 3, 2026 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 Receive announcements from the Mayor, City Council Members, and/or City staff concerning City and community events and City Council liaison updates. *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, Capital Projects, and other city projects. *Gayle Cook, City Manager*

2. PRESENTATIONS

2.1 Presentation of a Proclamation to Bay Area Turning Point proclaiming the month of February, 2026 as Teen Dating Violence Awareness Month. *Jim Sweeney, Mayor of Seabrook*

2.2 Presentation of the Seabrook Police Department Annual Report for 2025 *Rolf Nelson, Police Chief*

2.3 Presentation of the Seabrook Volunteer Fire Department Annual Report for 2025. *Nathan Douglas, Fire Chief*

3. CONSENT AGENDA

3.1 Approve the minutes of the January 20, 2026 City Council meeting.

3.2 Consider and take all appropriate action on the second reading of Ordinance No. 2026-03 an amendment to Appendix A, "Comprehensive Zoning," Article III, "Establishment of Zoning Districts and Associated Regulations," by adding supplementary provisions for fencing within Sections 3.02.13 (R-LD), 3.03.13 (R-1), 3.04.11 (R-2), 3.05.11 (R-3), 3.06.13 (C-1), 3.07.13 (C-2), 3.08.13 (C-3), 3.09.12 (146-S), 3.10.13 (WAD), 3.11.10 (MMU), 3.12.03(H) (OS), 3.13.13 (MH), 3.14.14 (LI), and 3.16.12 (146-M), all under the subtitle "Supplementary Regulations."

AN AMENDMENT TO APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE III. "ESTABLISHMENT OF ZONING DISTRICTS AND ASSOCIATED REGULATIONS", BY ADDING ADDITIONAL SUPPLEMENTARY PROVISIONS FOR FENCING BY REVISING SECTIONS 3.02.13 ("R-LD"), 3.03.13 ("R-1"), 3.04.11 ("R-2"), 3.05.11 ("R-3"), 3.06.13 ("C-1"), 3.07.13 ("C-2"), 3.08.13 ("C-3"), 3.09.12 ("146-S"), 3.10.13 ("WAD"), 3.11.10 ("MMU"), 3.12.03 (H) ("OS"), 3.13.13 ("MH"), 3.14.14 ("LI"), AND 3.16.12 ("146-M") ALL UNDER THE SUBTITLE "SUPPLEMENTARY REGULATIONS" TO SUCH SECTIONS, TO CREATE PROHIBITION OF THE USE OF HAZARDOUS MATERIALS FOR FENCING CONSTRUCTION AS PROVIDED HEREIN, TO INCLUDE, BUT NOT LIMITED TO, BARBED WIRE, CONCERTINA WIRE, RAZOR WIRE, ELECTRICALLY CHARGED WIRE, AND/OR ANY OTHER MATERIALS DESIGNED OR CAPABLE OF CAUSING UNREASONABLE HARM TO PERSONS OR ANIMALS; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

4. NEW BUSINESS

4.1 Consider and take all appropriate action on a first and final reading of Ordinance 2026-04 ordering the General City Election to be held on May 2, 2026, and a runoff election on June 13, 2026 if required. *Rachel Lewis, City Secretary*

AN ORDINANCE CALLING AND ESTABLISHING PROCEDURES FOR THE GENERAL CITY OFFICERS' ELECTION FOR COUNCIL POSITIONS 1, 3 AND 5 TO BE HELD ON MAY 2, 2026; AND FOR A RUNOFF ELECTION ON JUNE 13, 2026, IF REQUIRED, AND MAKING OTHER PROVISIONS RELATED TO THESE ELECTIONS.

4.2 Consider and take all appropriate action on the approval of Task Order 4 for geotechnical services on the East Meyer Road Reconstruction Project (CIP S26)

under the Professional Services Agreement between the City of Seabrook and Terracon in an amount of \$73,255.00 and authorize the City Manager to execute proposal and associated documents. *Brian Craig, Director of Public Works | City Engineer*

4.3 Consider and take all appropriate action on the approval of an Interlocal Agreement between the City of Seabrook and the City of Clear Lake Shores, Texas for animal control services and authorizing the City Manager to execute the agreement. *Gayle Cook, City Manager*

5. ROUTINE BUSINESS

5.1 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, January 28, 2026 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





Proclamation

WHEREAS, Teen Dating Violence Awareness Month calls attention to the fact that teen dating violence is widespread and impacts every person in this community; and

WHEREAS, Teen dating violence harms our children and community, and statistics show 1.5 million teens will experience physical abuse from a dating partner each year; and

WHEREAS, 1 in 5 women and 1 in 7 men who experienced rape, physical violence, and stalking by an intimate partner first experienced some form of partner violence between the ages of 11 and 17, and

WHEREAS, Young people experience heightened rates of sexual violence, and youth ages 12-17 are 2.5 times as likely to be victims of rape or sexual assault; and

WHEREAS, 5 Texas teens lost their lives at the hands of dating partners in 2024, underscoring the urgent need for action, and

WHEREAS, We must unite to educate our community, empower survivors, and actively challenge harmful attitudes and behaviors that perpetuate teen violence; and

WHEREAS, Prevention requires everyone's participation-beginning with increased education, awareness, and community action to create lasting change.

NOW THEREFORE, in recognition of the important work done by domestic violence programs, I, Jim Sweeney, Mayor of Seabrook, Texas, do hereby proclaim the month of February as Teen Dating Violence Awareness Month and encourage ongoing collaboration with Bay Area Turning Point to strengthen prevention efforts throughout our city.

Teen Dating Violence Awareness Month

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 3rd day of February, 2026.

City of Seabrook

Jim Sweeney, Mayor



**MEETING MINUTES
JANUARY 20, 2026**

**SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING**

Mayor Jim Sweeney called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Jim Sweeney, Buddy Hammann, Tyler Kubena, Jared Sessum, Tom Tollett, Angela Cervantes, Summer Sanford. Also in attendance were: City Manager Gayle Cook, City Secretary Rachel Lewis, and City Attorney David Olson. Pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

Gary Johnson Seabrook, Tx Invitations to Groundbreaking Ceremony

Joe Machol Seabrook, Tx City Manager Evaluation, Fire Station, City improvements,
signs, street lights, communications, chairs, and police station

1.1 Receive announcements from the Mayor, City Council Members, and/or City staff concerning City and community events and City Council liaison updates.

Councilmember Kubena announced the following events:

Candidate applications close on February 13, 2026

Trash Bash on March 28, 2026

Mayor Sweeney announced a new Elections FAQ's page on the city's website designed to dispel misinformation regarding Seabrook elections as well as to provide updates and process information for said elections.

Councilmember Sanford gave an update on Economic Development Corporation, Economic Alliance Business Task Force, BayTRAN and Bay Area Houston Economic Partnership activities.

Mayor Sweeney gave updates from the Harris County Mayor & Councils Association and Galveston County Mayor and Councils Association meetings.

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.

City Manager Gayle Cook provided the update. **See Attachment A.**

2. PRESENTATIONS

2.1 Presentation of the financial report for November and December, 2025.

Finance Director Mike Gibbs provided the report. There were no questions from Council.

3. CONSENT AGENDA

3.1 Approve the minutes of the January 6, 2026 Joint meeting with the Planning and Zoning Commission and the January 6, 2026 Regular City Council meeting.

Councilmember Cervantes requested that this item be pulled from the Consent Agenda for discussion. She stated that she wished to review "Attachment C" in the Regular Council Meeting minutes prior to approving the item. The City Secretary explained that attachments were typically included with the minutes after approval, as they were initially presented during the meetings for which minutes were prepared. She further noted, however, that if the Council wished to begin including attachments with the minutes prior to approval, that practice could be implemented.

City Attorney David Olson explained that attachments were not legally required for minutes and only actions taken by Council were legally required.

Motion:	To Approve as presented
Made By:	At-Large Position 6 Sanford
Seconded By:	None
Vote:	The motion died due to lack of a second

Motion:	To Approve with referenced Attachment C
Made By:	At-Large Position 4 Cervantes
Seconded By:	Mayor Pro Tem, At-Large Position 5 Hammann
Vote:	Passed with Councilmembers Kubena, Sanford, Hammann, Sweeney, and Cervantes voting in favor, and Councilmember Tollett voting opposed.

3.2 Approval of the Seabrook Police Department analysis of incident-based data related to motor vehicle stops.

3.3 Consider and take all appropriate action on the second reading of Ordinance 2026-02, an ordinance authorizing the sale to Bay Vista Property Owner's Association all the right-of-way generally located within the Gay Vista Subdivision, known as Bay Vista Drive, originally platted as Palm Drive and Flamingo Lane; providing for the determination and payment of fair market value; authorizing conveyance by limited warranty deed; providing conditions precedent; and containing other related provisions.

Motion:	To Approve Items 3.2 and 3.3 on the Consent Agenda
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

4. SPECIFIC PUBLIC HEARING

Mayor Sweeney opened the Public Hearing at 6:32 pm.

4.1 Conduct a Public Hearing on a request to amend Appendix A, "Comprehensive Zoning," Article III, "Establishment of Zoning Districts and Associated Regulations," by adding supplementary provisions for fencing within Sections 3.02.13 (R-LD), 3.03.13 (R-1), 3.04.11 (R-2), 3.05.11 (R-3), 3.06.13 (C-1), 3.07.13 (C-2), 3.08.13 (C-3), 3.09.12 (146-S), 3.10.13 (WAD), 3.11.10 (MMU), 3.12.03(H) (OS), 3.13.13 (MH), 3.14.14 (LI), and 3.16.12 (146-M), all under the subtitle "Supplementary Regulations."

Assistant City Manager Sean Landis presented the amendment. He stated this amendment was recommended by the Planning and Zoning Commission.

Mayor Sweeney asked for public comments. There were no public comments.

Mayor Sweeney closed the public hearing at 6:43 pm.

5. NEW BUSINESS

5.1 Consider and take all appropriate action on the first reading of Ordinance No. 2026-03 an amendment to Appendix A, "Comprehensive Zoning," Article III, "Establishment of Zoning Districts and Associated Regulations," by adding supplementary provisions for fencing within Sections 3.02.13 (R-LD), 3.03.13 (R-1), 3.04.11 (R-2), 3.05.11 (R-3), 3.06.13 (C-1), 3.07.13 (C-2),

3.08.13 (C-3), 3.09.12 (146-S), 3.10.13 (WAD), 3.11.10 (MMU), 3.12.03(H) (OS), 3.13.13 (MH), 3.14.14 (LI), and 3.16.12 (146-M), all under the subtitle “Supplementary Regulations.”

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

5.2 Consider and take all appropriate action on Amendment No. 1 to the Capital Improvement Program FY2026.

City Manager Gayle Cook presented the following amendments:

- 1.P12 – Wildlife Park Trailhead Improvements
- 2.Add: Skatepark Project
- 3.Add: Pumptrack Project
- 4.Add: Carothers Shoreline Enhancement
- 5.P27 – Pine Gully Pier
- 6.WW19 – Wastewater Treatment Plant (WWTP) Demo
- 7.W33 – NASA Waterline Bore at Mud Bayou
- 8.Delete: P44 – Hester Parking
- 9.WW22 – Pine Gully Lift Station
- 10.Add: SCADA Fiber Project Extension
- 11.FAC39 – City Hall Renovations
- 12.FAC38 – Police Department Renovations

Motion:	To Approve as presented
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 6 Sanford
Vote:	Passed unanimously by all present

5.3 Consider and take all appropriate action on a Job Order Contract (JOC) with Red Oak Construction in an amount of \$182,179.27 for the renovations of the Seabrook Community House main area through OMNIA Partners Purchasing Cooperative Contract #04-29 and authorize the City Manager to execute the contract. This contract amount exceeds the budgeted capital line item and would require a budget amendment.

Councilmember Cervantes asked what work allowed for skipping the bid process. City Manager Cook explained how cooperatives were utilized.

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

6. OLD BUSINESS

6.1 Consider and take all appropriate action on the second reading of Ordinance 2026-01 a request for approval of amendments to Ordinance NO. 2024-11 Quiet Warehouse Planned Unit Development (PUD).

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 1 Kubena
Vote:	Passed with Councilmembers Kubena, Sanford, Hammann, Sweeney and Tollett voting in favor, and Councilmember Cervantes voting opposed.

7. DISCUSSION

7.1 Discussion and update on the Seabrook Fleet Week activities and events for 2026.

City Manager Cook informed Council that Fleet Week was scheduled to take place from April 15 through April 22, 2026. She reported that staff was actively working on planning for the event, which would include the previously approved drone show. City Manager Cook stated that she would continue to keep Council informed as additional details became available.

7.2 Discussion regarding the implementation of a Code of Conduct for elected officials.

Mayor Sweeney introduced the discussion. Councilmember Hammann suggested that the code of conduct be applied to boards and commissions, in addition to City Council. Councilmember Cervantes expressed the opinion that citizens should serve on a committee to provide input on a proposed code of conduct. Council requested that the City Secretary's Office develop a document for presentation at a future meeting stating that City Council is self-governing; however, Mayor Sweeney suggested Councilmembers seek feedback from any citizens they choose.

8. EXECUTIVE SESSION

8.1 Conduct a closed session pursuant to Texas Government Code Section 551.074

Personnel Matters - Discuss City Manager Evaluation and Severance Agreement.

Mayor Sweeney adjourned into Executive Session at 7:06 pm.

Councilmember Jared Sessum arrived during the Executive Session.

9. OPEN SESSION

Mayor Sweeney reconvened into Open Session at 8:37 pm and stated no action was taken.

9.1 Consider and take all appropriate action on a severance agreement in the event of separation of employment between the City of Seabrook, Texas and the City Manager Gayle Cook.

Mayor Sweeney stated the severance time period was reduced from 6 months to 5 months per new state legislation. Additionally he stated the new law also required posting the severance agreement on the City's website.

Motion:	To Approve the amendment for severance
Made By:	At-Large Position 2 Sessum
Seconded By:	At-Large Position 6 Sanford
Vote:	Passed unanimously by all present

10. ROUTINE BUSINESS

10.1 Establish future meeting dates and agenda items.

City Secretary Rachel Lewis informed Council the next Regular Council Meeting was scheduled for February 3, 2026 at 6:00 pm.

There being no further business, Mayor Sweeney adjourned the meeting at 8:37 pm.

APPROVED: _____
Jim Sweeney
Mayor

DATE: _____

ATTEST: _____
Rachel Lewis, TRMC
City Secretary



SEABROOK

JANUARY ,20, 2026

CITY COUNCIL UPDATE

Boards and Commissions

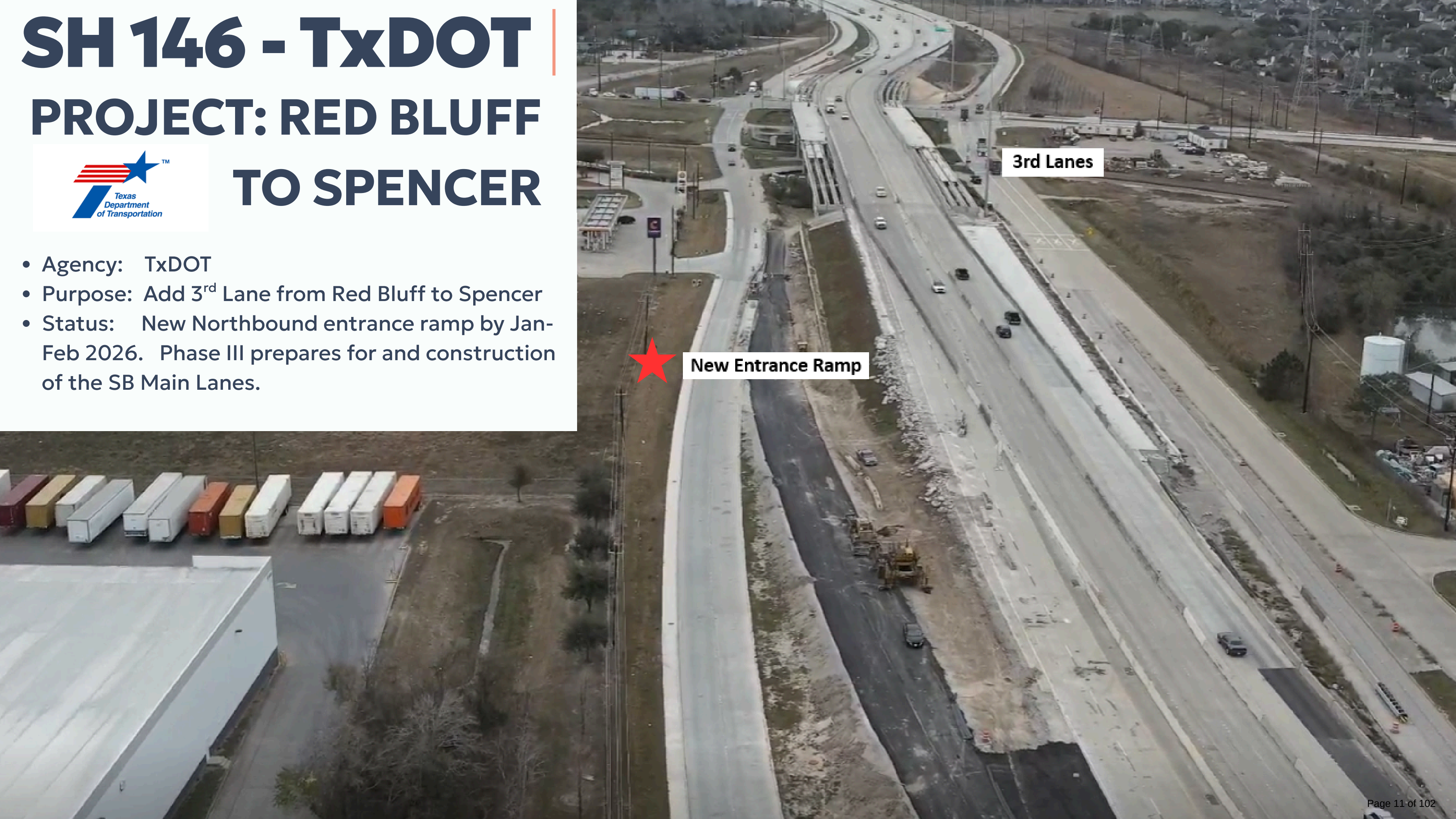
- **ECONOMIC DEVELOPMENT CORP - JAN 8TH**
 - **APPROVED:** INCENTIVE POLICY WITH RECOMMENDATIONS FOR CITY COUNCIL PROJECTED IN MARCH AFTER FINAL APPROVAL
 - **APPROVED:** ADDITIONAL BOLLARDS AND CHAIN AMENITIES ON CORRIDOR
- **PARKS AND TRAILS COMMITTEE - JAN 8TH**
 - **DISCUSSION:** THE KEEP TEXAS BEAUTIFUL GRANT WITH TXDOT AND NEXT STEPS TO GET AN ENGINEER OF RECORD TO PREPARE A SET OF PLANS WITH CODE COMPLIANT BASE
- **UPCOMING MEETINGS IN MARCH**
 - **MARCH 5TH - PARKS AND TRAILS COMMITTEE**
 - **MARCH 12TH - ECONOMIC DEVELOPMENT CORPORATION**
 - **MARCH 19TH - PLANNING AND ZONING COMMISSION**

SH 146 - TxDOT

PROJECT: RED BLUFF TO SPENCER



- Agency: TxDOT
- Purpose: Add 3rd Lane from Red Bluff to Spencer
- Status: New Northbound entrance ramp by Jan-Feb 2026. Phase III prepares for and construction of the SB Main Lanes.



SOUTHERN ACCESS ROAD

Purpose: Second ingress and egress to Bayport complex

Status: Port of Houston is targeting Q2 2026 for bidding phase



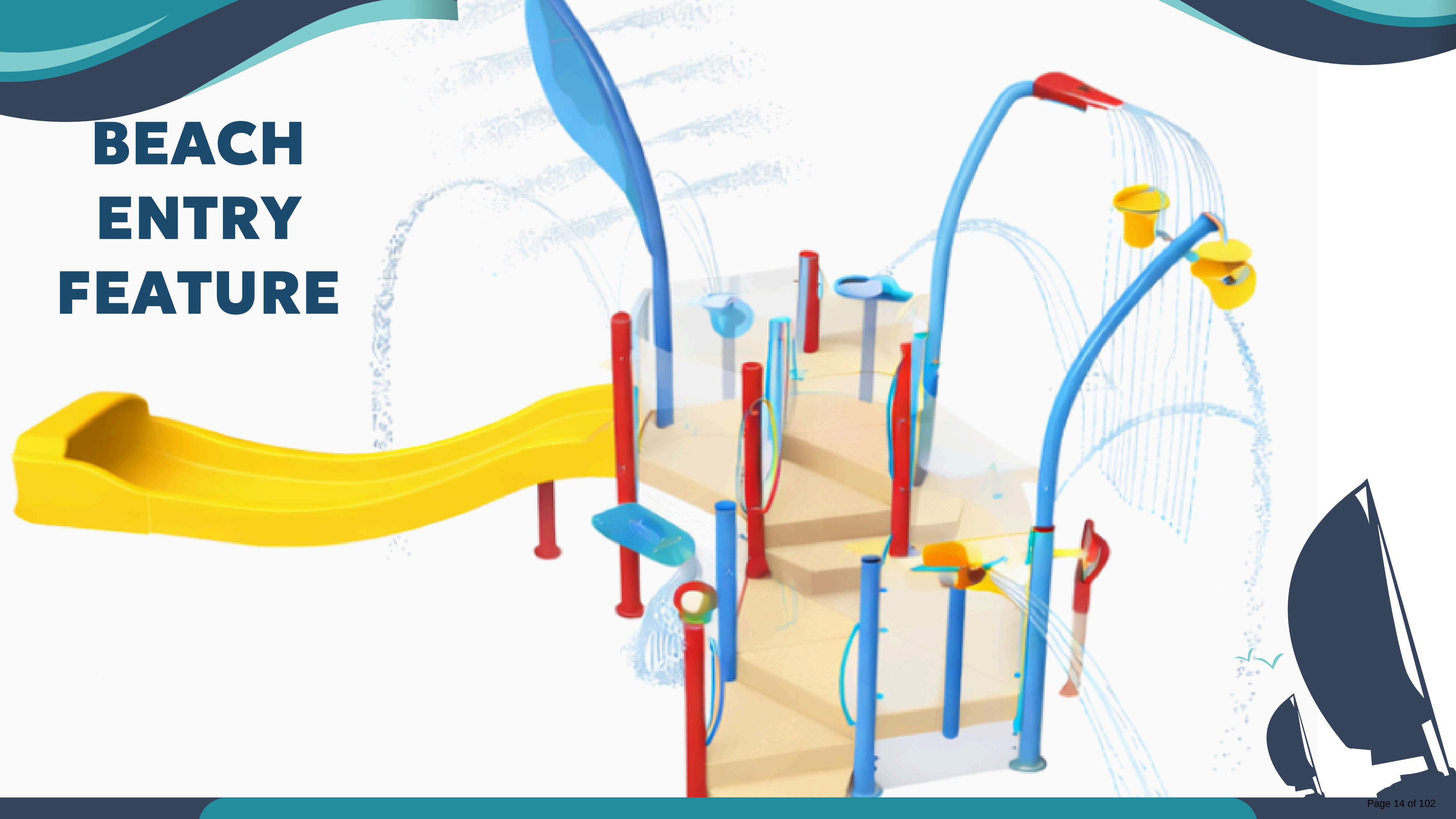
EMS FIRE STATION ADDITION AND RENOVATION - BOND PROJECT

- Building Shell
- Steel Structure
- Roof Construction
- Wall Panel Construction

Target Completion:
Late May 2026



BEACH ENTRY FEATURE



**OLD WASTEWATER PLANT
DEMOLITION (FOR BAYSIDE PARK)
CIP WW19**

**NOTICE TO PROCEED:
FEBRUARY 2ND**





Fire Training Grounds

FIRE TRAINING TOWER
JULY 2026



Thank You



Visit Us Online

WWW.SEABROOKTX.GOV



Agenda Briefing

Date of Meeting: February 3, 2026

Responsible Department: Community Development

Presenter:

Briefing Prepared By: Sean Landis

Strategic Focus Area: QUALITY OF LIFE

General Information:

Consider and take all appropriate action on the second reading of Ordinance No. 2026-03 an amendment to Appendix A, “Comprehensive Zoning,” Article III, “Establishment of Zoning Districts and Associated Regulations,” by adding supplementary provisions for fencing within Sections 3.02.13 (R-LD), 3.03.13 (R-1), 3.04.11 (R-2), 3.05.11 (R-3), 3.06.13 (C-1), 3.07.13 (C-2), 3.08.13 (C-3), 3.09.12 (146-S), 3.10.13 (WAD), 3.11.10 (MMU), 3.12.03(H) (OS), 3.13.13 (MH), 3.14.14 (LI), and 3.16.12 (146-M), all under the subtitle “Supplementary Regulations.”

Executive Summary / Background:

On July 15, 2021, City staff presented to the City Council a set of Planning and Zoning Commission recommendations proposing amendments to the City’s development code related to the use of hazardous materials in fencing construction. The recommended amendments were intended to prohibit fencing materials and features that could pose an unreasonable risk of harm to persons or animals, while allowing limited exceptions.

Summary of Proposed Restrictions

The Planning and Zoning Commission recommended that it be unlawful for any person to erect, maintain, allow, or permit a fence that includes:

- (1) barbed wire, concertina wire, or other materials designed or capable of causing unreasonable harm to persons or animals;
- (2) electrically charged fencing, with limited exceptions depending on zoning district; and
- (3) an exception for governmental uses.

Residential Zoning Districts — Proposed Amendments

The recommendation included modifying fencing provisions within the following residential zoning sections:

- Section 3.02.13 (R-LD) — Low density single-family residential district (Min Lot Size 14,000 sq. ft.)
- Section 3.03.13 (R-1) — Single-family detached residential district (Min Lot Size 7,500 sq. ft.)
- Section 3.04.11 (R-2) — Single-family detached residential district (small lots) (Min Lot Size 6,000 sq. ft.)
- Section 3.05.11 (R-3) — Medium Density Residential District (Multi-Family)

For residential areas, the proposal would prohibit barbed wire, concertina wire, or similar hazardous materials and prohibit electrically charged fencing, with one limited exception: a low-voltage, single-strand electric wire designed to secure pets, installed along the interior of a fence and located within 18 inches of finished ground level, using a low-voltage regulator.

Commercial and Other Non-Residential Districts — Proposed Amendments

For non-residential districts, the Planning and Zoning Commission recommended prohibiting hazardous fencing materials within six and one-half (6½) feet from finished ground level, including barbed wire, concertina wire, or similar materials capable of causing unreasonable harm. The proposal also included a provision clarifying how fence height is measured when the fence is elevated by a permitted retaining wall.

The following code sections were identified for modification:

- Section 3.06.13 (C-1) — Light Commercial
- Section 3.07.13 (C-2) — Medium Commercial
- Section 3.08.13 (C-3) — Heavy Commercial
- Section 3.09.12 (146-S) — SH146 South Commercial District
- Section 3.10.13 (WAD) — Waterfront Activity District
- Section 3.11.10 (MMU) — Marine Oriented Mixed-Use District
- Section 3.12.03 (H) (OS) — Old Seabrook District
- Section 3.13.13 (MH) — Mobile Home Manufactured Housing District
- Section 3.14.14 (LI) — Light Industrial District
- Section 3.16.12 (146-M) — SH146 Main Commercial District

An exception for governmental uses was also included for these districts.

Council Action History

Following the July 15, 2021, presentation, the City Council elected not to take action on the recommended amendments at that time.

Current Request

The Planning and Zoning Commission is again requesting that the City Council consider the same recommended amendments to the development code regarding hazardous

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.

fencing materials and electrically charged fencing.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Planning and Zoning Commission Official Report
2. Ordinance 2026-03
3. Staff Presentation

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Planning & Zoning Commission OFFICIAL REPORT

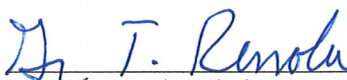
The Planning and Zoning Commission of the City of Seabrook met on November 20, 2025 to hold a meeting to consider:

Consider and take all appropriate action on a request for an amendment to Appendix A, "Comprehensive Zoning," Article 3. "Establishment of Zoning Districts and Associated Regulations." by modifying Sections 3.02.13, 3.03.13, 3.04.11, 3.05.11, 3.06.13, 3.07.13, 3.08.13, 3.09.12, 3.10.13, 3.11.10, 3.12.03 (H), 3.13.13, 3.14.14, and 3.16.12 all Titled "Supplementary Regulations", by creating a prohibition against the use of "Hazardous Materials" as a construction method of a fence; to include, but not limited to the prohibition of Barbed Wire, Concertina Wire, Razor Wire, Electrically Charged Wire, and the use of Glass or other Sharp Objects.

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 November 20, 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 Botros
Community & Economic Development
Coordinator

ORDINANCE NO. 2026-03
PROHIBITION OF USE OF HAZARDOUS MATERIALS IN FENCING
CONSTRUCTION

AN AMENDMENT TO APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE III. "ESTABLISHMENT OF ZONING DISTRICTS AND ASSOCIATED REGULATIONS", BY ADDING ADDITIONAL SUPPLEMENTARY PROVISIONS FOR FENCING BY REVISING SECTIONS 3.02.13 ("R-LD"), 3.03.13 ("R-1"), 3.04.11 ("R-2"), 3.05.11 ("R-3"), 3.06.13 ("C-1"), 3.07.13 ("C-2"), 3.08.13 ("C-3"), 3.09.12 ("146-S"), 3.10.13 ("WAD"), 3.11.10 ("MMU"), 3.12.03 (H) ("OS"), 3.13.13 ("MH"), 3.14.14 ("LI"), AND 3.16.12 ("146-M") ALL UNDER THE SUBTITLE "SUPPLEMENTARY REGULATIONS" TO SUCH SECTIONS, TO CREATE PROHIBITION OF THE USE OF HAZARDOUS MATERIALS FOR FENCING CONSTRUCTION AS PROVIDED HEREIN, TO INCLUDE, BUT NOT LIMITED TO, BARBED WIRE, CONCERTINA WIRE, RAZOR WIRE, ELECTRICALLY CHARGED WIRE, AND/OR ANY OTHER MATERIALS DESIGNED OR CAPABLE OF CAUSING UNREASONABLE HARM TO PERSONS OR ANIMALS; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seabrook is continually reviewing the provisions of the City Code of Ordinances relating to land use and other circumstances which generally impact the health, safety and well-being of residents, citizens and inhabitants; and

WHEREAS, the Planning and Zoning Commission of the City of Seabrook has conducted a public hearing, received input from staff and is of the opinion and has issued its final report that the amendments hereto are necessary for the public safety, health and welfare and for protection of the residents; and

WHEREAS, the City Council and the Planning and Zoning Commission of the City of Seabrook have studied the present provisions of the Code of Ordinances of the City of Seabrook and have determined the need to update the provisions related to permitted land uses for safety of the public; and

WHEREAS, the Planning and Zoning Commission, after further review as requested by City Council, has recommended approval of this amendment at its meeting of November 20, 2025, and has made its final report; and

WHEREAS, all public notices have been posted, published and all required hearings on this matter have been held in accordance with the Comprehensive Zoning Ordinance and law; now, therefore,

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

SECTION 1. FINDINGS OF FACT.

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

SECTION 2. AN AMENDMENT TO APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE III. "ESTABLISHMENT OF ZONING DISTRICTS AND ASSOCIATED REGULATIONS", BY ADDING ADDITIONAL SUPPLEMENTARY PROVISIONS FOR FENCING BY REVISING SECTIONS 3.02.13 ("R-LD"), 3.03.13, ("R-1"), 3.04.11 ("R-2"), 3.05.11 ("R-3"), 3.06.13 ("C-1"), 3.07.13 ("C-2"), 3.08.13 ("C-3"), 3.09.12 ("146-S"), 3.10.13 ("WAD"), 3.11.10 ("MMU"), 3.12.03 (H) ("OS"), 3.13.13 ("MH"), 3.14.14 ("LI"), AND 3.16.12 ("146-M") ALL UNDER THE SUBTITLE "SUPPLEMENTARY REGULATIONS" TO SUCH SECTIONS, TO CREATE PROHIBITION FOR THE USE OF HAZARDOUS MATERIALS FOR FENCING CONSTRUCTION AS PROVIDED HEREFTER, TO INCLUDE, BUT NOT LIMITED TO, BARBED WIRE, CONCERTINA WIRE, RAZOR WIRE, ELECTRICALLY CHARGED WIRE, AND/OR ANY OTHER MATERIALS DESIGNED OR CAPABLE OF CAUSING UNREASONABLE HARM TO PERSONS OR ANIMALS, AS FOLLOWS:

"Sec. 3.02. R-LD Low density single-family residential district.

3.02.13. Supplementary regulations:

A. Temporary structures for uses incidental to construction work on the premises which are removed from completion or abandonment of construction work are allowed upon permit from the building official.

B. No temporary structures, including recreational vehicles, construction trailers or travel trailers may be used for on-site dwelling purposes.

C. Eaves shall be permitted to encroach no more than 18 inches upon any setback.

D. It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

(1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals.

(2) that is electrically charged in any manner. An exception shall be allowed for purposes of securing pets within an approved single-strand wire that is designed to conduct electricity with a low-voltage regulator along the fence's interior within 18 inches of finished ground level.

(3) An exception is permitted for approved governmental uses.

“Sec. 3.03. - R-1 Single-family detached residential district.

3.03.13. Supplementary regulations:

A. Temporary structures for uses incidental to construction work on the premises which are removed from completion or abandonment of construction work are allowed upon permit from the building official.

B. No temporary structures, including recreational vehicles, construction trailers or travel trailers may be used for on-site dwelling purposes.

C. Eaves shall be permitted to encroach no more than 18 inches upon any setback.

D. It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

(1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals.

(2) that is electrically charged in any manner. An exception shall be allowed for purposes of securing pets within an approved single-strand wire that is designed to conduct electricity with a low-voltage regulator along the fence’s interior within 18 inches of finished ground level.

(3) An exception is permitted for approved governmental uses.

Sec. 3.04. - R-2 Single-family detached residential district (small lots).

.....

3.04.11. Supplementary regulations:

A. Temporary structures for uses incidental to construction work on the premises which are removed from completion or abandonment of construction work are allowed upon permit from the building official.

B. No temporary structures, including recreational vehicles, construction trailers or travel trailers may be used for on-site dwelling purposes.

C. Eaves shall be permitted to encroach no more than 18 inches upon any setback.

D. It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

- (1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals.
- (2) that is electrically charged in any manner. An exception shall be allowed for purposes of securing pets within an approved single-strand wire that is designed to conduct electricity with a low-voltage regulator along the fence's interior within 18 inches of finished ground level.
- (3) An exception is permitted for approved governmental uses.

Sec. 3.05. - R-3 Medium density residential district.

.....
3.05.11. Supplementary regulations:

A. Temporary structures for uses incidental to construction work on the premises which are removed from completion or abandonment of construction work are allowed upon permit from the building official.

B. No temporary structures, including recreational vehicles, construction trailers or travel trailers, may be used for on-site dwelling purposes.

C. Eaves shall be permitted to encroach no more than 18 inches upon any setback.

D. It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

- (1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals.
- (2) that is electrically charged in any manner. An exception shall be allowed for purposes of securing pets within an approved single-strand wire that is designed to conduct electricity with a low-voltage regulator along the fence's interior within 18 inches of finished ground level.
- (3) An exception is permitted for approved governmental uses.

181 **Sec. 3.06. - C-1 Light commercial district.**
182

183
184 3.06.13. Supplemental regulations:
185

186 A. Lighting: Any light used for security or to illuminate the parking area shall be so
187 arranged as to reflect away from any adjacent residential uses.
188

189 B.

190 C. No temporary structures, including recreational vehicles, construction trailers or travel
191 trailers may be used for on-site dwelling purposes.
192

193 D. Eaves shall be permitted to encroach no more than 18 inches upon any setback.
194

195 **E. It shall be unlawful for any person to use hazardous materials for the construction**
196 **of fencing, by erecting, maintaining, allowing or permitting a fence:**
197

198 **(1) that is constructed to include barbed wire, concertina wire, or any other**
199 **materials designed or capable of causing unreasonable harm to persons or animals within**
200 **six and one-half (6 ½) feet from finished ground level.**
201

202 **(a) Elevation Measurement. In the event that the fence height has been**
203 **elevated through the use of a permitted retaining wall, the fence height is measured from**
204 **the bottom of the retaining wall to the highest point of the fence. If the fence height has not**
205 **been elevated through the use of a permitted retaining wall, the fence height is measured**
206 **from grade to the highest point of the fence.**
207

208 **(2) that is electrically charged in any manner.**
209

210 **(3) An exception is permitted for governmental uses.**
211

212
213 **Sec. 3.07. - C-2 Medium commercial district.**
214

215
216 3.07.13. Supplementary regulations:
217

218 A. Lighting: Any light used for security or to illuminate the parking area shall be so
219 arranged as to reflect away from any adjacent residential uses.
220

221 B. Temporary structures for uses incidental to construction work on the premises which are
222 removed from completion or abandonment of construction work are allowed upon permit from
223 the building official.
224

225 C. No temporary structures, including recreational vehicles, construction trailers, or travel
226 trailers may be used for on-site dwelling purposes.

D. Eaves shall be permitted to encroach no more than 18 inches upon any setback.

E. It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

(1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals within six and one-half (6 ½) feet from finished ground level.

(a) Elevation Measurement. In the event that the fence height has been elevated through the use of a permitted retaining wall, the fence height is measured from the bottom of the retaining wall to the highest point of the fence. If the fence height has not been elevated through the use of a permitted retaining wall, the fence height is measured from grade to the highest point of the fence.

(2) that is electrically charged in any manner.

(3) An exception is permitted for approved governmental uses.

Sec. 3.08. – C-3 Heavy commercial district.

.....
3.08.13. Supplementary regulations:

A. Lighting: Any light used for security or to illuminate the parking area shall be so arranged as to reflect away from any adjacent residential uses.

B. Temporary structures for uses incidental to construction work on the premises which are removed from completion or abandonment of construction work are allowed upon permit from the building official.

C. No temporary structures, including recreational vehicles, construction trailers, or travel trailers may be used for on-site dwelling purposes.

D. Eaves shall be permitted to encroach no more than 18 inches upon any setback.

E. It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

(1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals within six and one-half (6 ½) feet from finished ground level.

(a) Elevation Measurement. In the event that the fence height has been elevated through the use of a permitted retaining wall, the fence height is measured from the bottom of the retaining wall to the highest point of the fence. If the fence height has not been elevated through the use of a permitted retaining wall, the fence height is measured from grade to the highest point of the fence.

(2) that is electrically charged in any manner.

(3) An exception is permitted for governmental uses.

Sec. 3.09. - SH 146 South commercial district (146-S).

3.09.12. Supplementary regulations:

A. No temporary structures, including recreational vehicles, construction trailers, or travel trailers may be used for on-site dwelling purposes.

B. Temporary structures for uses incidental to construction work on the premises which are removed from completion or abandonment of construction work are allowed upon permit from the building official.

C. Utilities, including, but not limited to, electrical lines, gas lines, telephone lines, and cable television lines, shall be installed underground unless otherwise approved by city council.

D. No trailer or semitrailer may be used for the storage of retail or wholesale merchandise on any property in this district for a period exceeding 72 hours.

E. No trailer, motor vehicle, semitrailer or shipping container may be used for the display, vending or retailing of any merchandise at any time.

F. Outside display of merchandise is permitted except in any of the required parking areas or other restricted areas. No display shall be erected in a manner that obstructs the safe flow of pedestrian or vehicular traffic.

G. It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

(1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals within six and one-half (6 ½) feet from finished ground level.

(a) Elevation Measurement. In the event that the fence height has been elevated through the use of a permitted retaining wall, the fence height is measured from

the bottom of the retaining wall to the highest point of the fence. If the fence height has not been elevated through the use of a permitted retaining wall, the fence height is measured from grade to the highest point of the fence.

(2) that is electrically charged in any manner.

(3) An exception is permitted for governmental uses.

Sec. 3.10. - WAD Waterfront activity district.

3.10.13. Supplementary regulations:

A. Lighting: Any light used for security or to illuminate the parking area shall be so arranged as to reflect away from any adjacent residential uses.

B. Temporary structures for uses incidental to construction work on the premises which are removed from completion or abandonment of construction work are allowed upon permit from the building official.

C. No temporary structures, including recreational vehicles, construction trailers or travel trailers may be used for on-site dwelling purposes.

D. Eaves shall be permitted to encroach no more than 18 inches upon any setback.

E. It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

(1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals within six and one-half (6 ½) feet from finished ground level.

(a) Elevation Measurement. In the event that the fence height has been elevated through the use of a permitted retaining wall, the fence height is measured from the bottom of the retaining wall to the highest point of the fence. If the fence height has not been elevated through the use of a permitted retaining wall, the fence height is measured from grade to the highest point of the fence.

(2) that is electrically charged in any manner.

(3) An exception is permitted for governmental uses.

Sec. 3.11. - MMU Marine oriented mixed use district.

3.11.10. Supplementary regulations:

A. Lighting: Any light used for security or to illuminate the parking area shall be so arranged as to reflect away from any adjacent residential uses.

B. Temporary structures for uses incidental to construction work on the premises which are removed from completion or abandonment of construction work are allowed upon permit from the building official.

C. No temporary structures, including recreational vehicles, construction trailers or travel trailers, may be used for on-site dwelling purposes.

D. Eaves shall be permitted to encroach no more than 18 inches upon any setback.

E. It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

(1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals within six and one-half (6 ½) feet from finished ground level.

(a) Elevation Measurement. In the event that the fence height has been elevated through the use of a permitted retaining wall, the fence height is measured from the bottom of the retaining wall to the highest point of the fence. If the fence height has not been elevated through the use of a permitted retaining wall, the fence height is measured from grade to the highest point of the fence.

(2) that is electrically charged in any manner.

(3) An exception is permitted for governmental uses.

Sec. 3.12. - OS Old Seabrook district.

3.12.03. The following regulations apply to townhouses and to all other uses by right and conditional uses allowed in this zoning district.

A. Accessory structures: Accessory structures shall not occupy a required front or corner side yard or project beyond the front building line of the principal structure on a site. Accessory structures shall be set back at least five feet from interior side and rear property lines. A minimum distance of not less than five feet shall be maintained between the main structure and accessory buildings. Connecting breezeways shall not exceed eight feet in width from finish wall

to finish wall. Buildings shall be separated by an approved firestop in the roof and walls. No accessory structures or other obstructions including decks, pools, paving, landscaping structures or trees and fountains may be erected on any utility easement.

B. Buffering and screening: Any property classified in this zoning district which adjoins or abuts any property classified in the R-LD, R-1 or R-2 zoning district shall provide a front, side or rear setback as applicable that is at least as deep or wide as that required in such adjoining or abutting districts. Properties in the OS zone which are separated by a street from any R-LD, R-1 or R-2 zone shall also meet these requirements.

C. Outside storage and display:

1. Outside display of merchandise is permitted except in any of the required parking areas or other restricted areas. No display shall be erected in a manner that obstructs the safe flow of pedestrian or vehicular traffic.
2. Plants/flowers and boats for sale or rent may be displayed at all times. All other merchandise may be displayed during business hours only.
3. Temporary permits for outside display in parking areas or other private areas may be issued to a business by the building official. These temporary permits may be for a period of no more than 72 consecutive business hours.
4. Outside storage shall be permitted only when incidental to the commercial use located on the same premises and provided that:
 - a. The storage area may not extend beyond the front line of the building.
 - b. The storage area may not be located in any of the required parking areas.
 - c. All stored merchandise must be behind a screen fence which shall be 100-percent impervious to sight and a minimum of six feet in height. Plants/flowers and boats only are exempt from this requirement.
 - d. Merchandise shall not protrude above the height of the enclosed fence, walls or buildings. Plants/flowers and boats only are excluded from this requirement.
5. No trailer or semitrailer may be used for the storage of retail or wholesale merchandise on any property in this district for a period exceeding 72 hours. Furthermore, no trailer, semitrailer or shipping container may be used for the display, vending or retailing of any merchandise at any time.

D. Animal control: No farm fowl or farm animals shall be kept on the premises.

E. Parking: Parking shall be in accordance with [Article 5](#) of this ordinance. Please see the comprehensive off-street parking regulation matrix. In addition, properties in the Old Seabrook district shall be given the following parking credits when applicable.

1. For all existing buildings, either commercial or to be converted to commercial use:
 - a. Less than one 1,500 sq. ft.; parking may be reduced 20 percent.
 - b. Less than 2,000 sq. ft.; parking may be reduced ten percent.
 - c. Two thousand or more square feet; parking may not be reduced.
2. In no case shall there be fewer than two parking spaces provided.
3. For each additional tenant in any building which is 2,000 square feet or greater, add one additional space to the requirements listed above.
4. All buildings constructed or expanded after passage of this ordinance must meet parking requirements as stipulated in [Article 5](#).
5. Medical facilities with or without beds shall not be eligible for the above credits, but shall maintain parking in accordance with [Article 5](#).
6. Commercial vehicles of business shall be parked at other than mandatory parking spaces during business hours.
7. All fractional parking space calculations shall be counted as a full space.
8. Special exception to parking density, off-street parking and design and standards as listed in [Article 5](#) may be permitted on appeal to the board of adjustment without consideration to hardship.

F. Landscaping: Shall be in accordance with [Article 5](#) of this ordinance.

G. Reserved.

H. It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

(1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals within six and one-half (6 ½) feet from finished ground level.

(a) Elevation Measurement. In the event that the fence height has been elevated through the use of a permitted retaining wall, the fence height is measured from

the bottom of the retaining wall to the highest point of the fence. If the fence height has not been elevated through the use of a permitted retaining wall, the fence height is measured from grade to the highest point of the fence.

(2) that is electrically charged in any manner.

(3) An exception is permitted for governmental uses.

Sec. 3.13. - MH Mobile home-manufactured housing district.

3.13.13. Supplementary regulations:

A. All mobile homes shall be skirted/screened from base of the unit to grade with a material approved by the building department.

B. Temporary structures for uses incidental to construction work on the premises which are removed from completion or abandonment of construction work are allowed upon permit from the building official.

C. No temporary structures, including recreational vehicles, construction trailers or travel trailers may be used for on-site dwelling purposes.

D. Eaves shall be permitted to encroach no more than 18 inches upon any setback.

E. It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

(1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals within six and one-half (6 ½) feet from finished ground level.

(a) Elevation Measurement. In the event that the fence height has been elevated through the use of a permitted retaining wall, the fence height is measured from the bottom of the retaining wall to the highest point of the fence. If the fence height has not been elevated through the use of a permitted retaining wall, the fence height is measured from grade to the highest point of the fence.

(2) that is electrically charged in any manner.

(3) An exception is permitted for governmental uses.

Sec. 3.14. Light industrial district.

.....
3.14.14. Supplementary regulations:

A. Use of Red Bluff Road and Todville Road Prohibited: The regular use of Red Bluff Road and/or Todville Road for industrially related traffic shall be prohibited. Site design for land uses permitted within the LI zoning district shall incorporate provisions for avoiding the use of Red Bluff Road and Todville Road for site-related traffic.

B. Lighting: Any light used for security or to illuminate the parking area shall be so arranged as to reflect away from any adjacent residential uses.

C. Temporary structures for uses incidental to construction work on the premises which are removed from completion or abandonment of construction work are allowed upon permit from the building official.

D. No temporary structures, including recreational vehicles, construction trailers or travel trailers may be used for on-site dwelling purposes.

E. Eaves shall be permitted to encroach no more than 18 inches upon any setback.

F. It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

(1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals within six and one-half (6 ½) feet from finished ground level.

(a) Elevation Measurement. In the event that the fence height has been elevated through the use of a permitted retaining wall, the fence height is measured from the bottom of the retaining wall to the highest point of the fence. If the fence height has not been elevated through the use of a permitted retaining wall, the fence height is measured from grade to the highest point of the fence.

(2) that is electrically charged in any manner.

(3) An exception is permitted for governmental uses.

Sec. 3.16. – SH 146 Main commercial district (146-M)
.....

3.16.12. Supplementary regulations:

A. No temporary structures, including recreational vehicles, construction trailers, or travel trailers may be used for on-site dwelling purposes.

B. Temporary structures for uses incidental to construction work on the premises which are removed from completion or abandonment of construction work are allowed upon permit from the building official.

C. Utilities, including, but not limited to, electrical lines, gas lines, telephone lines, and cable television lines, shall be installed underground unless otherwise approved by city council.

D. No trailer or semitrailer may be used for the storage of retail or wholesale merchandise on any property in this district for a period exceeding 72 hours.

E. No trailer, motor vehicle, semitrailer or shipping container may be used for the display, vending or retailing of any merchandise at any time.

F. Outside display of merchandise is permitted except in any of the required parking areas or other restricted areas. No display shall be erected in a manner that obstructs the safe flow of pedestrian or vehicular traffic.

G. It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

(1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals within six and one-half (6 ½) feet from finished ground level.

(a) Elevation Measurement. In the event that the fence height has been elevated through the use of a permitted retaining wall, the fence height is measured from the bottom of the retaining wall to the highest point of the fence. If the fence height has not been elevated through the use of a permitted retaining wall, the fence height is measured from grade to the highest point of the fence.

(2) that is electrically charged in any manner.

(3) An exception is permitted for governmental uses.”

SECTION 4. INCORPORATION INTO THE CODE, PENALTY CLAUSE.

This Ordinance is hereby incorporated and made a part of the Seabrook City Code. Violation of this ordinance is subject to the penalty section of said Code and Ordinance, Section 1-15 “General Penalty and 11.06, “Criminal Enforcement” which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of an offense and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES.

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

SECTION 6. 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 7. 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, APPROVED, AND ADOPTED on first reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 20th day of January 2026.

PASSED, APPROVED, AND ADOPTED, as revised on final reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 3rd day of February 2026.

BY: _____
James J. Sweeney, Mayor

ATTEST:

By: _____
Rachel Lewis
City Secretary

APPROVED AS TO FORM:

David Olson
City Attorney

City Council Meeting

January 8, 2026

History

July 15, 2021

City Staff presented the following Planning and Zoning Commission recommendation to City Council:

Recommendation

It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

(1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals.

(2) that is electrically charged in any manner. An exception shall be allowed for purposes of securing pets within an approved single-strand wire that is designed to conduct electricity with a low-voltage regulator along the fence's interior within 18 inches of finished ground level.

(3) An exception is permitted for governmental uses.

Code Sections to be Modified

- Section 3.02.13 (R-LD)– Low density single-family residential district.
(Min Lot Size 14,000 sq. ft.)
- Section 3.03.13 (R-1)– Single-family detached residential district.
(Min Lot Size 7,500 sq. ft.)
- Section 3.04.11 (R-2)– Single-family detached residential district (small lots).
(Min Lot Size 6,000 sq. ft.)
- Section 3.05.11 (R-3) – Medium Density Residential District (Multi-Family)

Recommendation

It shall be unlawful for any person to use hazardous materials for the construction of fencing, by erecting, maintaining, allowing or permitting a fence:

(1) that is constructed to include barbed wire, concertina wire, or any other materials designed or capable of causing unreasonable harm to persons or animals within six and one-half (6 ½) feet from finished ground level.

(a) *Elevation Measurement.* In the event that the fence height has been elevated through the use of a permitted retaining wall, the fence height is measured from the bottom of the retaining wall to the highest point of the fence. If the fence height has not been elevated through the use of a permitted retaining wall, the fence height is measured from grade to the highest point of the fence.

(2) that is electrically charged in any manner.

(3) An exception is permitted for governmental uses.

Code Sections to be Modified

Section 3.06.13, (“C-1”) – Light Commercial

Section 3.07.13, (“C-2”)– Medium Commercial

Section 3.08.13, (“C-3”)– Heavy Commercial

Section 3.09.12, (“146-S”) – SH146 South Commercial District

Section 3.10.13, (“WAD”) – Waterfront Activity District

Section 3.11.10, (“MMU”), – Marine Oriented Mixed-Use District

Section 3.12.03 (H) (“OS”), – Old Seabrook District

Section 3.13.13 (“MH”), – Mobile Home Manufactured Housing District

Section 3.14.14 (“LI”),– Light Industrial District

Section 3.16.12, (“146-M”)– SH146 Main Commercial District

City Council elected not to act.

The Planning and Zoning Commission is again requesting that City Council consider the recommended amendments to the code.

Examples of Hazardous Fencing (Projections)



Examples of Hazardous Fencing (Projections)



Examples of Hazardous Fencing (Razor Wire/Concertina Wire)



Examples of Hazardous Fencing (Electric Fence)



Examples of Hazardous Fencing (Barbed Wire)



Examples of Hazardous Fencing (Barbed Wire)



Examples of Hazardous Fencing (Barbed Wire)



Questions?



Agenda Briefing

Date of Meeting: February 3, 2026

Responsible Department: City Secretary's Office

Presenter: Rachel Lewis, City Secretary

Briefing Prepared By: Rachel Lewis

Strategic Focus Area:

General Information:

Consider and take all appropriate action on a first and final reading of Ordinance 2026-04 ordering the General City Election to be held on May 2, 2026, and a runoff election on June 13, 2026 if required.

Executive Summary / Background:

The May 2, 2026 General Election must be ordered before February 13, 2026, per state law. The resources approved by Council for this election allows for the hiring of an Election Judge, Alternate Election Judge, and election clerks to not only work during Election Day, but also to serve during all of Early Voting. The City Secretary intends to hire this election team for Early Voting as well as Election Day. Note that the City Secretary will continue to serve as the Elections Administrator and Early Voting Clerk as established by Texas statutes. Please also note that Early Voting as well as Election Day voting will take place in Council Chambers this year.

Funding / Fiscal Information:

All election expenses will be taken from the election budget line item approved by Council for FY 2026.

Supporting Materials Attached:

1. Ordinance 2026-04

Prior Action / Review by Council, Boards, Commissions:

No prior action has been taken regarding this election other than approved election expenses.

Staff Recommendation:

Staff recommends approval of the ordinance calling the May 2, 2026 General Election to

meet state requirements.

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.

ORDINANCE NO. 2026-04

**ORDERING THE GENERAL CITY ELECTION
TO BE HELD ON MAY 2, 2026 AND A
JUNE 13, 2026 RUNOFF ELECTION, IF
NECESSARY**

**AN ORDINANCE CALLING AND ESTABLISHING PROCEDURES FOR THE
GENERAL CITY OFFICERS' ELECTION FOR COUNCIL POSITIONS 1, 3 AND 5 TO
BE HELD ON MAY 2, 2026; AND FOR A RUNOFF ELECTION ON JUNE 13, 2026, IF
REQUIRED, AND MAKING OTHER PROVISIONS RELATED TO THESE
ELECTIONS.**

WHEREAS, the laws of the State of Texas provide that on the 2nd day of May 2026, there shall be elected the following officials for the City of Seabrook to serve for four-year terms to expire in May 2030:

Council Member	Position 1
Council Member	Position 3; and
Council Member	Position 5.

WHEREAS, the Seabrook City Charter requires that a Runoff Election shall be held for any position for which no candidate running receives a majority of votes cast; and

WHEREAS, the Texas Election Code and the Seabrook City Charter establish the procedures and time period for General and Runoff Elections; and

WHEREAS, the Seabrook City Council wishes to proceed with the ordering of the General Election and Runoff Election (if required) and the City Council has determined that holding such election(s) is in the public interest; and

WHEREAS, the laws of the State of Texas further provide that the Election Code (Code) of the State of Texas is applicable to all municipal elections and, in order to comply with said Code, an ordinance should be passed establishing the procedures to be followed and in designating the voting place for the May 2, 2026 General and the June 13, 2026 Runoff Election, if needed;

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

SECTION 1. DATE, TIME AND PLACE OF ELECTIONS ESTABLISHED.

The General Election shall be held on the first floor of Seabrook City Hall, 1700 First Street, Seabrook, Texas on May 2, 2026, from 7:00 a.m. until 7:00 p.m. and the entire City shall constitute one election precinct for said election. The City Council finds that the election herein ordered has been ordered not later than the 78th day before the elections in accordance with the Texas Election Code Section 3.005(c).

In the event the Mayor of the City (the "Mayor") shall find that the Early Voting or Election Day polling place, hereby established and designated, shall become unavailable or unsuitable for use at the General and/or Runoff Elections, the Mayor is hereby authorized to designate substitute polling places as he deems appropriate.

SECTION 2. BALLOTS AND PROPOSITIONS.

The City Secretary and Hart Intercivic are hereby authorized and directed to prepare the ballot for the General Election in accordance with the provisions of the Texas Election Code.

SECTION 3. FILING PERIOD FOR CANDIDATES

All independent candidates at the General Election to be held on May 2, 2026, for Council Positions 1, 3 and 5 shall file their applications to become candidates with the City Secretary, or her designee, at 1700 First Street, Seabrook, Texas, beginning Wednesday, January 14, 2026 and ending on Friday, February 13, 2026, at 5:00 p.m. Such applications shall be in accordance with State Law and City Charter.

SECTION 4. VOTING SYSTEM

The City has purchased voting and tabulation equipment from Hart Intercivic, for the preparation of electronic and mail ballots, and for training. The City shall use the Hart Intercivic BMD voting system which has been adopted pursuant to Code Section 123.001 and it shall be used for early voting by personal appearance and regular voting on Election Day.

Paper ballots shall be used for voting by mail.

SECTION 5. EARLY VOTING.

The City Secretary is the Early Voting Clerk and shall conduct early voting in accordance with the Election Code of this State and the Charter and Ordinances of the City of Seabrook. As Early Voting Clerk, the City Secretary orders the hours for Saturday early voting in accordance with the Texas Election Code, Section 85.006 as indicated below.

The City Secretary shall appoint a Deputy Early Voting Clerk and may appoint up to four additional Deputy Early Voting Clerks if needed.

Early voting by personal appearance shall be held in Seabrook City Hall, 1700 First Street, Seabrook, Texas and shall begin on Monday, April 20 and end on Tuesday, April 28, 2026 as follows:

Monday, April 20 & Tuesday April 21	7:30 a.m. until 5:00 p.m.
Wednesday, April 22 & Thursday, April 23	7:30 a.m. until 7:00 p.m.
Friday, April 24	8:00 a.m. until 5:00 p.m.
Saturday, April 25	8:00 a.m. until 11:00 a.m.
Sunday, April 26	NO EARLY VOTING
Monday, April 27 - Tuesday, April 28	7:30 a.m. until 5:00 p.m.

Applications for ballots by mail shall be sent to the Early Voting Clerk, Seabrook City Hall, at 1700 First Street, Seabrook, Texas 77586. The last day for receiving applications from a voter in person for a ballot to be voted by mail shall be Monday, April 20, 2026 at 5:00 p.m. Early ballots by mail shall be accepted by mail until 5:00 p.m. on Monday, May 4, 2026, if envelope has a cancellation mark indicated it was placed for delivery at or before 7 p.m. on May 2, 2026. In addition, in-person delivery of a mail ballot to the early voting clerk shall be accepted on Election Day, pursuant to Texas Election Code, Section 86.006.

SECTION 6. ELECTION JUDGES AND CLERKS.

The City Council authorizes the City Secretary to appoint on its behalf the Election Judge and Alternate Judge. The Presiding Judge shall appoint the necessary clerks to assist which shall not exceed eight (8) clerks for Early Voting, and six (6) clerks for Election Day. The rate of pay shall be \$20.00 per hour for the Election Judge and \$20.00 per hour for the Alternate Election Judge and Election Clerks.

SECTION 7. TABULATION OF BALLOTS.

The City Council appoints the City Secretary as Presiding Judge and Manager of the Counting Station.

The City Council authorizes the City Secretary to appoint on its behalf a Tabulation Supervisor and an Alternate Tabulation Supervisor, who shall be in charge of the operation of the electronic tabulation equipment.

Early votes shall be counted by an Early Voting Ballot Board, in accordance with the Texas Election Code. The appointed Presiding Judge or Alternate Judge at the polling place shall serve as the Presiding Judge of the Early Voting Ballot Board with two (2) clerks serving at the polling place making up the other members of the board.

SECTION 8. CANVASS OF THE GENERAL ELECTION.

City Council, as the canvassing authority of the General Election, shall canvass the returns at its scheduled meeting to be held on May 13, 2026 at 6:00 p.m. At the completion of the canvass, the Mayor shall deliver the returns and tally lists used in the canvass to the City Secretary; and the City Secretary shall preserve them for a period in accordance with law.

SECTION 9. RUN-OFF ELECTION (IF REQUIRED).

If no candidate receives a majority of votes cast for any position on the ballot, a Runoff Election will be held on Saturday, June 13, 2026 at Seabrook City Hall. The polls shall be open from 7:00 a.m. until 7:00 p.m.

Early voting by personal appearance shall be conducted at Seabrook City Hall during regular office hours (Monday through Thursday from 7:30 a.m. until 5:00 p.m. and on Friday from 8:00 a.m. until 5:00 p.m.) beginning on Tuesday, June 2, 2026, and ending on Tuesday, June 9, 2026.

Except that early voting by personal appearance shall be held in the Seabrook City Hall, on Tuesday, June 2, 2026, from 7:30 a.m. until 7:00 p.m. and on Wednesday, June 3, 2026 from 7:30 a.m. until 7:00 p.m.

Applications for ballots by mail shall be accepted by mail until 5:00 p.m. on Tuesday, June 2, 2026.

The City Council shall canvass the returns of the Runoff Election at a special meeting to be held on June 22, 2026, at 6:00 p.m.

All other aspects of the Runoff Election on June 13, 2026 shall be conducted in the same manner as the General Election to be held on May 2, 2026.

SECTION 10. NOTIFICATION OF ELECTION AND RETURNS.

The Mayor shall give notice of the General Election in accordance with the terms and provisions of the Election Code and the Seabrook Charter and the Mayor shall issue all necessary orders and writs for said election and returns of said election.

SECTION 11. NOTICE.

It is further found and determined that in accordance with the order of this governing body the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and such notice having been so posted and remaining posted continuously for at least seventy-two (72) hours preceding the scheduled time of such meeting.

AND IT IS SO ORDERED.

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 and final reading, this **3rd day of February, 2026.**

ORDENANZA NRO. 2026-04

QUE ORDENA LA ELECCIÓN GENERAL DE LA CIUDAD QUE SE CELEBRARÁ EL 2 DE MAYO DE 2026 Y, DE SER NECESARIO, UNA ELECCIÓN DE SEGUNDA VUELTA EL 13 DE JUNIO DE 2026

UNA ORDENANZA QUE CONVOCA Y ESTABLECE LOS PROCEDIMIENTOS PARA LA ELECCIÓN GENERAL DE LOS FUNCIONARIOS DE LA CIUDAD PARA LAS POSICIONES DEL CONSEJO 1, 3 Y 5, QUE SE CELEBRARÁ EL 2 DE MAYO DE 2026, Y, DE SER NECESARIO, PARA UNA ELECCIÓN DE SEGUNDA VUELTA EL 13 DE JUNIO DE 2026, Y QUE ESTABLECE OTRAS DISPOSICIONES RELACIONADAS CON ESTAS ELECCIONES.

EN VISTA DE QUE las leyes del Estado de Texas disponen que el día 2 de mayo de 2026 se elegirán los siguientes funcionarios de la Ciudad de Seabrook para desempeñar periodos de cuatro años, los cuales vencerán en mayo de 2030:

Miembro del Consejo	Posición 1
Miembro del Consejo	Posición 3; y
Miembro del Consejo	Posición 5

EN VISTA DE QUE la Carta Orgánica de la Ciudad de Seabrook exige que se celebre una Elección de Segunda Vuelta para cualquier posición en la que ningún candidato obtenga la mayoría de los votos emitidos; y

EN VISTA DE QUE el Código Electoral de Texas y la Carta Orgánica de la Ciudad de Seabrook establecen los procedimientos y el periodo de tiempo para la Elección General y la Elección de Segunda Vuelta; y

EN VISTA DE QUE el Consejo Municipal de la Ciudad de Seabrook desea proceder con la orden de la Elección General y la Elección de Segunda Vuelta (de ser necesaria), y el Consejo Municipal ha determinado que la celebración de dicha(s) elección(es) es de interés público; y

EN VISTA DE QUE las leyes del Estado de Texas además disponen que el Código Electoral (Código) del Estado de Texas se aplica a todas las elecciones municipales y que, a fin de cumplir con dicho Código, se debería aprobar una ordenanza que establezca los procedimientos a seguir y designe el lugar de votación para la Elección General del 2 de mayo de 2026 y, de ser necesaria, la Elección de Segunda Vuelta del 13 de junio de 2026.

AHORA, POR LO TANTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE SEABROOK, ESTADO DE TEXAS, ORDENA:

SECCIÓN 1. FECHA, HORA Y LUGAR DE LAS ELECCIONES ESTABLECIDOS.

La Elección General se celebrará en el primer piso de Seabrook City Hall, ubicado en 1700 First Street, Seabrook, Texas, el 2 de mayo de 2026, desde las 7:00 a.m. hasta las

7:00 p.m., y toda la Ciudad constituirá un solo precinto electoral para dicha elección. El Consejo Municipal determina que la elección ordenada en la presente ha sido ordenada a más tardar el 78.º día anterior a las elecciones, de conformidad con la Sección 3.005(c) del Código Electoral de Texas.

En caso de que el Alcalde de la Ciudad (el “Alcalde”) determine que el lugar de votación para la Votación Anticipada o para el Día de Elección, establecido y designado en la presente, se vuelva no disponible o inadecuado para su uso en la Elección General y/o en la Elección de Segunda Vuelta, el Alcalde queda por la presente autorizado a designar lugares de votación sustitutos, según lo estime apropiado.

SECCIÓN 2. BOLETAS DE VOTACIÓN Y PROPOSICIONES.

Por la presente se autoriza e instruye a la Secretaria de la Ciudad y a Hart Intercivic a preparar la boleta de votación para la Elección General, de conformidad con las disposiciones del Código Electoral de Texas.

SECCIÓN 3. PERIODO DE PRESENTACIÓN DE SOLICITUDES PARA CANDIDATOS.

Todos los candidatos independientes en la Elección General que se celebrará el 2 de mayo de 2026, para las Posiciones del Consejo 1, 3 y 5, deberán presentar sus solicitudes para convertirse en candidatos ante la Secretaria de la Ciudad, o su persona designada, en 1700 First Street, Seabrook, Texas, comenzando el miércoles 14 de enero de 2026 y terminando el viernes 13 de febrero de 2026, a las 5:00 p.m. Dichas solicitudes deberán cumplir con la Ley Estatal y la Carta Orgánica de la Ciudad.

SECCIÓN 4. SISTEMA DE VOTACIÓN.

La Ciudad ha comprado equipo de votación y tabulación de Hart Intercivic para la preparación de boletas de votación electrónicas y boletas de votación por correo, así como para capacitación. La Ciudad utilizará el sistema de votación Hart Intercivic BMD, el cual ha sido adoptado de conformidad con la Sección 123.001 del Código, y será utilizado para la votación anticipada en persona y la votación regular el Día de Elección.

Se usarán boletas de votación de papel para la votación por correo postal.

SECCIÓN 5. VOTACIÓN ANTICIPADA.

La Secretaria de la Ciudad es la Oficial de Votación Anticipada y llevará a cabo la votación anticipada de conformidad con el Código Electoral de este Estado y con la Carta Orgánica y las Ordenanzas de la Ciudad de Seabrook. Como la Oficial de Votación Anticipada, la Secretaria de la Ciudad ordena los horarios de votación anticipada del sábado de conformidad con la Sección 85.006 del Código Electoral de Texas, según se indica a continuación.

La Secretaria de la Ciudad designará a un Oficial Adjunto de Votación Anticipada y podrá designar hasta cuatro Oficiales Adjuntos de Votación Anticipada adicionales, de ser necesario.

La votación anticipada en persona se llevará a cabo en Seabrook City Hall, ubicado en 1700 First Street, Seabrook, Texas, y comenzará el lunes 20 de abril y terminará el martes 28 de abril de 2026, como se detalla a continuación:

Lunes 20 de abril y martes 21 de abril	7:30 a.m. a 5:00 p.m.
Miércoles 22 de abril y jueves 23 de abril	7:30 a.m. a 7:00 p.m.
Viernes 24 de abril	8:00 a.m. a 5:00 p.m.
Sábado 25 de abril	8:00 a.m. a 11:00 a.m.
Domingo 26 de abril	NO HAY VOTACIÓN ANTICIPADA
Lunes 27 de abril y martes 28 de abril	7:30 a.m. a 5:00 p.m.

Las solicitudes de boletas de votación por correo deberán enviarse a Early Voting Clerk, Seabrook City Hall, a 1700 First Street, Seabrook, Texas 77586. El último día para recibir solicitudes de un votante en persona de una boleta de votación por correo será el lunes 20 de abril de 2026 a las 5:00 p.m. Las boletas de votación por correo anticipadas serán aceptadas por correo hasta las 5:00 p.m. del lunes 4 de mayo de 2026, siempre que el sobre tenga una marca de cancelación que indique que fue colocado para entrega a más tardar a las 7:00 p.m. del 2 de mayo de 2026. Además, la entrega en persona de una boleta de votación por correo a la Oficial de Votación Anticipada será aceptada el Día de Elección, de conformidad con la Sección 86.006 del Código Electoral de Texas.

SECCIÓN 6. JUECES Y FUNCIONARIOS DE LA ELECCIÓN.

El Consejo Municipal autoriza a la Secretaria de la Ciudad a designar, en su nombre, al Juez Electoral y al Juez Electoral Alterno. El Juez Presidente designará a los funcionarios necesarios para asistir en la elección, los cuales no excederán de ocho (8) funcionarios para la Votación Anticipada y seis (6) funcionarios para el Día de Elección. La tarifa de pago será de \$20.00 por hora para el Juez Electoral y de \$20.00 por hora para los Jueces Electorales Alternos y los Funcionarios Electorales.

SECCIÓN 7. TABULACIÓN DE BOLETAS DE VOTACIÓN.

El Consejo Municipal designa a la Secretaria de la Ciudad como Jueza Presidenta y Administradora de la Estación de Conteo.

El Consejo Municipal autoriza a la Secretaria de la Ciudad a designar, en su nombre, a un Supervisor de Tabulación y a un Supervisor de Tabulación Alterno, quienes estarán a cargo de la operación del equipo de tabulación electrónica.

Los votos anticipados serán contados por un Consejo de Boletas de Votación Anticipada, de conformidad con el Código Electoral de Texas. El Juez Presidente o el Juez Alterno designado en el lugar de votación fungirá como Juez Presidente del Consejo de Boletas de Votación Anticipada, y dos (2) funcionarios que presten servicio en el lugar de votación integrarán los demás miembros del consejo.

SECCIÓN 8. ESCRUTINIO DE ELECCIÓN GENERAL.

El Consejo Municipal, como autoridad de escrutinio de la Elección General, llevará a cabo el escrutinio de los resultados en su asamblea programada que se celebrará el 13 de mayo de 2026 a las 6:00 p.m. Al concluir el escrutinio, el Alcalde entregará los resultados y las listas de conteo utilizadas en el escrutinio a la Secretaria de la Ciudad, y la Secretaria de

la Ciudad los conservará por el periodo que establezca la ley.

SECCIÓN 9. ELECCIÓN DE SEGUNDA VUELTA (DE SER NECESARIA).

Si ningún candidato recibe la mayoría de los votos emitidos para cualquier posición en la boleta de votación, se llevará a cabo una Elección de Segunda Vuelta el sábado 13 de junio de 2026 en Seabrook City Hall. Las casillas de votación estarán abiertas de 7:00 a.m. a 7:00 p.m.

La votación anticipada en persona se llevará a cabo en Seabrook City Hall durante el horario habitual de oficina (de lunes a jueves de 7:30 a.m. a 5:00 p.m. y los viernes de 8:00 a.m. a 5:00 p.m.), comenzando el martes 2 de junio de 2026 y terminando el martes 9 de junio de 2026.

Excepto que la votación anticipada en persona se llevará a cabo en Seabrook City Hall el martes 2 de junio de 2026, de 7:30 a.m. a 7:00 p.m., y el miércoles 3 de junio de 2026, de 7:30 a.m. a 7:00 p.m.

Las solicitudes de boletas de votación por correo serán aceptadas por correo hasta las 5:00 p.m. del martes 2 de junio de 2026.

El Consejo Municipal realizará el escrutinio de los resultados de la Elección de Segunda Vuelta en una asamblea extraordinaria que se celebrará el 22 de junio de 2026 a las 6:00 p.m.

Todos los demás aspectos de la Elección de Segunda Vuelta del 13 de junio de 2026 se llevarán a cabo de la misma manera que la Elección General que se celebrará el 2 de mayo de 2026.

SECCIÓN 10: NOTIFICACIÓN DE LA ELECCIÓN Y DE LOS RESULTADOS.

El Alcalde dará aviso de la Elección General de conformidad con los términos y disposiciones del Código Electoral y la Carta Orgánica de la Ciudad de Seabrook, y el Alcalde emitirá todas las órdenes y escritos necesarios para dicha elección y para los resultados de dicha elección.

SECCIÓN 11. AVISO.

Se halla y determina además que, de acuerdo con la orden de este cuerpo de gobierno, la Secretaria de la Ciudad colocó un aviso por escrito con la fecha, el lugar y el asunto de esta asamblea en el tablero de boletines del City Hall, un lugar conveniente y fácilmente accesible para el público general, y dicho aviso fue colocado de dicha manera y permaneció colocado por al menos setenta y dos (72) horas continuas con anterioridad a la fecha de dicha asamblea.

Y ASÍ SE ORDENA.

ACEPTADA Y APROBADA, con un cuórum presente, mediante el voto afirmativo de la mayoría de los Miembros del Consejo Municipal presentes, de conformidad con la Sección 2.10 de la Carta Orgánica de la Ciudad de Seabrook, en primera y única lectura, el día **3 de febrero de 2026**.

SẮC LỆNH SỐ 2026-04

RA LỆNH TỔ CHỨC CUỘC TỔNG TUYỂN CỬ THÀNH PHỐ VÀO NGÀY 2 THÁNG NĂM, 2026 VÀ CUỘC BẦU CỬ QUYẾT ĐỊNH CHUNG CUỘC VÀO NGÀY 13 THÁNG SÁU, 2026, NẾU CẦN THIẾT

SẮC LỆNH YÊU CẦU TỔ CHỨC VÀ THIẾT LẬP CÁC QUY TRÌNH THỦ TỤC CHO CUỘC TỔNG TUYỂN CỬ BẦU CHỌN CÁC VIÊN CHỨC HỘI ĐỒNG THÀNH PHỐ CHO CHỨC VỤ ỦY VIÊN HỘI ĐỒNG VỊ TRÍ 1, 3 VÀ 5, SẼ ĐƯỢC TỔ CHỨC VÀO NGÀY 2 THÁNG 5 NĂM 2026; VÀ CHO CUỘC BẦU CỬ QUYẾT ĐỊNH CHUNG CUỘC VÀO NGÀY 13 THÁNG 6 NĂM 2026, NẾU CẦN THIẾT, VÀ ĐƯA RA CÁC ĐIỀU KHOẢN KHÁC LIÊN QUAN ĐẾN CÁC CUỘC BẦU CỬ NÀY.

XÉT THẤY RẰNG, luật lệ Tiểu Bang Texas quy định rằng vào ngày 2 tháng 5 năm 2026, sẽ bầu chọn các viên chức sau đây cho Thành Phố Seabrook để phục vụ các nhiệm kỳ bốn năm sẽ hết hạn vào tháng 5 năm 2030:

Thành Viên Hội Đồng	Vị Trí Số 1
Thành Viên Hội Đồng	Vị Trí Số 3; và
Thành Viên Hội Đồng	Vị Trí Số 5

XÉT THẤY RẰNG, Hiến Chương Thành Phố Seabrook yêu cầu phải tổ chức một Cuộc Bầu Cử Quyết Định Chung Cuộc cho bất kỳ vị trí nào mà không có ứng cử viên tranh cử nào nhận được đa số phiếu bầu; và

XÉT THẤY RẰNG, Bộ Luật Bầu Cử Texas và Hiến Chương Thành Phố Seabrook thiết lập các quy trình thủ tục và khung thời gian cho Cuộc Tổng Tuyển Cử và Cuộc Bầu Cử Quyết Định Chung Cuộc; và

XÉT THẤY RẰNG, Hội Đồng Thành Phố Seabrook mong muốn xúc tiến việc ra lệnh tổ chức Cuộc Tổng Tuyển Cử và Cuộc Bầu Cử Quyết Định Chung Cuộc (nếu cần thiết) và Hội Đồng Thành Phố nhận định rằng việc tổ chức (các) cuộc bầu cử như vậy là vì quyền lợi của công chúng; và

XÉT THẤY RẰNG, luật pháp Tiểu Bang Texas còn quy định rằng Bộ Luật Bầu Cử (“Bộ Luật”) của Tiểu Bang Texas áp dụng cho tất cả các cuộc bầu cử của thành phố và để tuân thủ Bộ Luật nói trên, cần phê chuẩn một sắc lệnh đề ra các quy trình thủ tục cần tuân thủ và ấn định địa điểm bỏ phiếu cho Cuộc Tổng Tuyển Cử ngày 2 tháng 5 năm 2026 và Cuộc Bầu Cử Quyết Định Chung Cuộc ngày 13 tháng 6 năm 2026, nếu cần thiết;

VÌ VẬY, BÂY GIỜ, HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ SEABROOK, TIỂU BANG TEXAS RA LỆNH:

MỤC 1. NGÀY, GIỜ VÀ ĐỊA ĐIỂM DIỄN RA CÁC CUỘC BẦU CỬ ĐÃ ÁN ĐỊNH.

Cuộc Tổng Tuyển Cử sẽ diễn ra ở tầng lầu một của Seabrook City Hall, 1700 First Street, Seabrook, Texas vào ngày 2 tháng Năm, 2026, từ 7 giờ sáng đến 7 giờ tối, và toàn bộ

Thành Phố sẽ tạo thành một phân khu bầu cử cho cuộc bầu cử đó. Hội Đồng Thành Phố nhận định rằng cuộc bầu cử được ra lệnh tổ chức theo lệnh này đã được ra lệnh trễ nhất là ngày thứ 78 trước các cuộc bầu cử chiếu theo Mục 3.005(c) Bộ Luật Bầu Cử Texas.

Trong trường hợp Thị trưởng Thành phố ("Thị trưởng") nhận thấy địa điểm bỏ phiếu sớm hoặc địa điểm bỏ phiếu trong Ngày Bầu Cử, được thiết lập và ấn định theo quy định này, không còn khả dụng hoặc không phù hợp để sử dụng trong Cuộc Tổng Tuyển Cử và/hoặc Bầu Cử Chung Cuộc, Thị trưởng theo đây được ủy quyền chỉ định các địa điểm bỏ phiếu thay thế mà ông ta cho là phù hợp.

MỤC 2. CÁC LÁ PHIẾU VÀ KẾ HOẠCH ĐỀ NGHỊ.

Thư Ký Hội Đồng Thành Phố và Hart Intercivic theo đây được phép và được chỉ thị chuẩn bị lá phiếu cho Cuộc Tổng Tuyển Cử chiếu theo các điều khoản quy định Bộ Luật Bầu Cử Texas.

MỤC 3. GIAI ĐOẠN NỘP HỒ SƠ CHO CÁC ỨNG CỬ VIÊN.

Tất cả các ứng cử viên độc lập tham gia Cuộc Tổng Tuyển Cử sẽ được tổ chức vào ngày 2 tháng 5 năm 2026, cho chức vụ Ủy viên Hội đồng Vị trí 1, 3 và 5, phải nộp đơn đăng ký ứng cử cho Thư ký Hội đồng Thành phố, hoặc người được ủy quyền, tại địa chỉ 1700 First Street, Seabrook, Texas, bắt đầu từ thứ Tư, ngày 14 tháng 1 năm 2026 và kết thúc vào thứ Sáu, ngày 13 tháng 2 năm 2026, lúc 5 giờ chiều. Đơn xin ghi danh tranh cử phải tuân thủ quy định của Luật Tiểu bang và Hiến chương Thành phố.

MỤC 4. HỆ THỐNG BỎ PHIẾU.

Thành Phố đã mua thiết bị bỏ phiếu và kiểm phiếu từ Hart Intercivic, để chuẩn bị các lá phiếu điện tử và lá phiếu bầu bằng thư, và để huấn luyện. Thành Phố sẽ sử dụng hệ thống bỏ phiếu Hart Intercivic BMD, là hệ thống đã được thông qua chiếu theo Mục 123.001 của Bộ Luật và sẽ được sử dụng cho thủ tục đích thân đến bỏ phiếu sớm và bỏ phiếu thông thường vào Ngày Bầu Cử.

Lá phiếu giấy sẽ được sử dụng cho thủ tục bỏ phiếu qua thư.

MỤC 5. BỎ PHIẾU SỚM.

Thư Ký Hội Đồng Thành Phố là Thư Ký phụ trách Bỏ Phiếu Sớm và sẽ tiến hành thủ tục đích thân tới bỏ phiếu sớm theo như quy định của Bộ Luật Bầu Cử của Tiểu Bang này và Hiến Chương và các Sắc Lệnh của Thành Phố Seabrook. Với tư cách là Thư Ký phụ trách Bỏ Phiếu Sớm, Thư Ký Hội Đồng Thành Phố quyết định giờ bỏ phiếu sớm vào thứ Bảy chiếu theo quy định của Bộ Luật Bầu Cử Texas, Mục 85.006 như ghi dưới đây.

Thư Ký Hội Đồng Thành Phố sẽ bổ nhiệm Phó Thư Ký phụ trách Bỏ Phiếu Sớm và có thể bổ nhiệm thêm tới tối đa bốn Phó Thư Ký phụ trách Bỏ Phiếu Sớm nếu cần thiết.

Thủ tục đích thân tới bỏ phiếu sớm sẽ được tiến hành tại Seabrook City Hall, 1700 First Street, Seabrook, Texas, và bắt đầu vào thứ Hai, ngày 20 tháng Tư, 2026 và kết thúc vào thứ Ba, ngày 28 tháng Tư, 2026 như sau:

Thứ Hai, 20 tháng Tư & Thứ Ba, 21 tháng Tư	7:30 sáng đến 5:00 chiều
Thứ Tư, 22 tháng Tư & Thứ Năm, 23 tháng Tư	7:30 sáng đến 7:00 tối
Thứ Sáu, ngày 24 tháng Tư	8:00 sáng đến 5:00 chiều
Thứ Bảy, 25 tháng Tư	8:00 sáng đến 11:00 sáng
Chủ Nhật, 26 tháng Tư	KHÔNG TỔ CHỨC BỎ PHIẾU SỚM
Thứ Hai, 27 tháng Tư – Thứ Ba, 28 tháng Tư	7:30 sáng đến 5:00 chiều

Địa chỉ nhận đơn xin lá phiếu bầu qua thư: Early Voting Clerk, Seabrook City Hall, at 1700 First Street, Seabrook, Texas 77586. Ngày cuối cùng nhận đơn xin của cử tri đích thân đến xin lá phiếu bầu qua thư sẽ là thứ Hai, ngày 20 tháng Tư, 2026, lúc 4 giờ chiều. Sẽ tiếp nhận lá phiếu bầu sớm bằng thư qua đường bưu điện tới 5 giờ chiều thứ Hai, ngày 4 tháng Năm, 2026 nếu bao thư có dấu hủy cho biết bao thư đó đã được sắp xếp giao vào hoặc trước 7 giờ tối ngày 2 tháng Năm, 2026. Ngoài ra, việc đích thân tới nộp lá phiếu bầu bằng thư cho thư ký phụ trách bỏ phiếu sớm sẽ được chấp nhận vào Ngày Bầu Cử, chiếu theo Bộ Luật Bầu Cử Texas, Mục 86.006.

MỤC 6. CÁC TRƯỞNG BAN ĐIỀU HÀNH BẦU CỬ VÀ THƯ KÝ.

Hội Đồng Thành Phố cho phép Thư Ký Hội Đồng Thành Phố thay mặt hội đồng bỏ nhiệm Trưởng Ban Điều Hành Bầu Cử và Trưởng Ban Dự Khuyết. Trưởng Ban Điều Hành sẽ bỏ nhiệm các thư ký cần thiết để trợ giúp nhưng không quá tám (8) thư ký cho thủ tục Bỏ Phiếu Sớm, và sáu (6) thư ký cho Ngày Bầu Cử. Mức lương sẽ là \$20 một giờ đối với Trưởng Ban Điều Hành Bầu Cử và \$20 một giờ đối với Trưởng Ban Điều Hành Bầu Cử Dự Khuyết và các Thư Ký Bầu Cử.

MỤC 7. KIỂM PHIẾU BẦU.

Hội Đồng Thành Phố bổ nhiệm Thư Ký Hội Đồng Thành Phố làm Trưởng Ban Điều Hành và Quản Lý Trạm Đếm Phiếu.

Hội Đồng Thành Phố cho phép Thư Ký Hội Đồng Thành Phố thay mặt hội đồng bỏ nhiệm Giám Sát Viên Kiểm Phiếu và Giám Sát Viên Kiểm Phiếu Dự Khuyết, là người sẽ chịu trách nhiệm vận hành máy kiểm phiếu điện tử.

Các lá phiếu bầu sớm sẽ được đếm bởi Hội Đồng Bỏ Phiếu Sớm, chiếu theo Bộ Luật Bầu Cử Texas. Trưởng Ban Điều Hành được bổ nhiệm hoặc Trưởng Ban Điều Hành Dự Khuyết tại địa điểm phòng phiếu sẽ làm Trưởng Ban Điều Hành của Ủy Ban Bỏ Phiếu Sớm với hai (2) thư ký phục vụ tại địa điểm phòng phiếu đó tạo thành các thành viên khác của ủy ban.

MỤC 8. KIỂM PHIẾU CUỘC TỔNG TUYỂN CỬ.

Hội Đồng Thành Phố, với thẩm quyền kiểm phiếu của Cuộc Tổng Tuyển Cử, sẽ kiểm số phiếu bầu tại cuộc họp theo lịch của hội đồng sẽ diễn ra vào ngày 13 tháng 5 năm 2026 lúc 6 giờ chiều. Sau khi hoàn tất việc kiểm phiếu, Thị Trưởng sẽ giao kết quả phiếu bầu và các danh sách kiểm phiếu sử dụng để kiểm phiếu cho Thư Ký Hội Đồng Thành Phố; và Thư Ký Hội Đồng Thành Phố sẽ giữ trong một khoảng thời gian theo luật định.

MỤC 9. CUỘC BẦU CỬ QUYẾT ĐỊNH CHUNG CUỘC (NẾU CẦN THIẾT).

Nếu không có ứng cử viên nào nhận được đa số phiếu bầu cho bất kỳ vị trí nào trong lá phiếu, thì một Cuộc Bầu Cử Quyết Định Chung Cuộc sẽ được tổ chức vào thứ Bảy, ngày 13 tháng 6 năm 2026 tại Seabrook City Hall. Các phòng phiếu sẽ mở cửa từ 7 giờ sáng đến 7 giờ tối.

Thủ tục tới bỏ phiếu sớm trực tiếp sẽ được tiến hành tại Seabrook City Hall trong giờ làm việc bình thường (từ thứ Hai đến thứ Năm, từ 7:30 sáng đến 5:00 chiều và thứ Sáu từ 8:00 sáng đến 5:00 chiều), bắt đầu từ thứ Ba, ngày 2 tháng 6 năm 2026 và kết thúc vào thứ Ba, ngày 9 tháng 6 năm 2026.

Thủ tục tới bỏ phiếu sớm trực tiếp sẽ được tiến hành tại Seabrook City Hall vào thứ Ba, ngày 2 tháng Sáu, 2026, từ 7:30 sáng đến 7:00 tối, và vào thứ Tư, ngày 3 tháng 6 năm 2026, từ 7:30 sáng đến 7:00 tối.

Đơn xin lá phiếu bầu bằng thư phải được chấp nhận qua thư bưu điện cho đến 5 giờ chiều thứ Ba, ngày 2 tháng 6 năm 2026.

Hội Đồng Thành Phố sẽ kiểm số phiếu bầu của Cuộc Bầu Cử Quyết Định Chung Cuộc tại một cuộc họp đặc biệt sẽ diễn ra vào ngày 22 tháng 6 năm 2026 lúc 6 giờ chiều.

Tất cả các khía cạnh khác của Cuộc Bầu Cử Quyết Định Chung Cuộc vào ngày 13 tháng 6 năm 2026 sẽ được tiến hành theo cách thức tương tự như Cuộc Tổng Tuyển Cử được tổ chức vào ngày 2 tháng 5 năm 2026.

MỤC 10. THÔNG BÁO VỀ CUỘC BẦU CỬ VÀ KẾT QUẢ BỎ PHIẾU.

Thị Trưởng sẽ đưa ra thông báo về Cuộc Tổng Tuyển Cử chiếu theo các điều khoản và điều kiện của Bộ Luật Bầu Cử và Hiến Chương Seabrook và Thị Trưởng sẽ ban hành tất cả các lệnh và nghị định cần thiết cho cuộc bầu cử nói trên và kết quả phiếu bầu của cuộc bầu cử nói trên.

MỤC 11. THÔNG BÁO.

Ngoài ra còn thấy và xác định rằng, chiếu theo lệnh của cơ quan quản lý này, Thư Ký Thành Phố đã niêm yết văn bản thông báo về ngày giờ, địa điểm và chủ đề của cuộc họp này trên bảng tin nằm ở City Hall, tại một địa điểm thuận lợi và dễ tiếp cận cho công chúng, và thông báo nói trên đã được niêm yết liên tục như vậy trong ít nhất bảy mươi hai (72) giờ đồng hồ trước thời gian dự kiến tổ chức cuộc họp này.

VÀ RA LỆNH NHƯ VẬY.

ĐƯỢC THÔNG QUA VÀ PHÊ CHUẨN, với số thành viên biểu quyết hiện diện, bởi số phiếu bầu xác quyết của đa số các thành viên Hội Đồng hiện diện, chiếu theo Mục 2.10 Hiến Chương Thành Phố Seabrook trong lần đọc đầu tiên và cuối cùng, ngày hôm nay **3 tháng Hai, 2026.**

第2026-04號法令

下令於2026年5月2日舉行市政普通選舉，並於必要時於2026年6月13日舉行決選

一項法令，召集並制定將於2026年5月2日舉行的市政官員普通選舉（市議員第1、3及5席位）之程序；並於需要時於2026年6月13日舉行決選，且訂定與該等選舉相關的其他規定。

鑑於，Texas州法律規定，應於2026年5月2日為Seabrook市選出下列官員，其任期為四年，並於2030年5月屆滿：

市議員	第1席位
市議員	第3席位；以及
市議員	第5席位

鑑於，Seabrook市憲章規定，對於任何席位，如無任何參選候選人取得所投票數之過半數，則應舉行決選；以及

鑑於，Texas州選舉法及Seabrook市憲章訂定普通選舉及決選的程序與期間；以及

鑑於，Seabrook市議會擬繼續進行普通選舉及決選（如需要）之下令舉行事宜，且市議會已認定舉行該等選舉符合公共利益；以及

鑑於，Texas州法律進一步規定，Texas州選舉法（選舉法）適用於所有市政選舉，並且為遵守上述選舉法，應通過一項法令，以制定應遵循的程序，並指定2026年5月2日普通選舉及2026年6月13日決選（如需要）的投票所；

故此，TEXAS州SEABROOK市市議會命令如下：

第1節。選舉日期、時間及地點的訂定。

普通選舉應於2026年5月2日上午7:00至晚上7:00，在Seabrook City Hall一樓（1700 First Street, Seabrook, Texas）舉行，且全市應構成該選舉的一個選舉投票區。市議會認定，本法令所命令之選舉係依Texas州選舉法第3.005(c)節之規定，於選舉日前第78天或更早下令舉行。

如本市市長（下稱「市長」）認定，本法令所訂定並指定的提前投票或選舉日投票所於普通選舉及/或決選時將無法使用或不適合使用，則茲授權市長指定其認為適當的替代投票所。

第2節。選票及提案。

茲授權並指示市秘書長及Hart Intercivic依Texas州選舉法的規定，準備普通選舉的選票。

第3節。候選人申請期限。

所有在2026年5月2日（週六）舉行的普通選舉中，競選市議員第1、3及5席位的獨立候選人，應自2026年1月14日（週三）起至2026年2月13日（週五）下午5:00止，向市秘書長或其指定人提交其參選申請，地點是1700 First Street, Seabrook, Texas。該等參選申請應符合州法及市憲章。

第4節。投票系統。

本市已向Hart Intercivic購買投票及統計設備，用於製作電子及郵遞選票，以及用於訓練。本市應使用依據選舉法第123.001節採用的Hart Intercivic BMD投票系統，該系統將用於親自出席提前投票以及選舉日的常規投票。

郵遞投票應使用紙質選票。

第5節。提前投票。

市秘書長為提前投票書記官，並應依本州選舉法及Seabrook市的憲章與法令舉行提前投票。作為提前投票書記官，市秘書長依照Texas州選舉法第85.006節的規定，設定週六提前投票的時段，具體如下所示。

市秘書長應指派一名副提前投票書記官，並可在需要時另行指派最多四名副提前投票書記官。

親自出席的提前投票地點為Seabrook City Hall, 1700 First Street, Seabrook, Texas，時間為2026年4月20日（週一）至4月28日（週二），具體如下：

4月20日（週一）及4月21日（週二）	上午7:30至下午5:00
4月22日（週三）及4月23日（週四）	上午7:30至晚上7:00
4月24日（週五）	上午8:00至下午5:00
4月25日（週六）	上午8:00至上午11:00
4月26日（週日）	無提前投票
4月27日（週一）至4月28日（週二）	上午7:30至下午5:00

郵遞選票申請應寄至Early Voting Clerk, Seabrook City Hall（地址：1700 First Street, Seabrook, Texas 77586）。收受選民親自遞交的郵遞投票選票申請的最後一日為2026年4月20日（週一）下午5:00。郵遞提前投票選票如以郵寄方式送達，可受理至2026年5月4日（週一）下午5:00止，但信封須有郵戳註記，顯示其於2026年5月2日（週六）晚上7:00或之前投入寄送。此外，依Texas州選舉法第86.006節規定，在選舉日可受理親自遞交至提前投票書記官的郵遞選票。

第6節。選舉法官及書記官。

市議會授權市秘書長代表其指派選舉法官及候補法官。首席法官應指派必要的書記官協助，提前投票的書記官人數不得超過八(8)名，選舉日的書記官人數不得超過六(6)名。選舉法官的薪資為每小時20.00美元，候補選舉法官及選舉書記官的薪資為每小時20.00美元。

第7節。選票統計。

市議會指派市秘書長擔任計票站的首席法官及經理。

市議會授權市秘書長代表其指派統計監督及候補統計監督，其負責電子統計設備的運作。

提前投票應由提前投票選票委員會依Texas州選舉法計票。在投票所受指派的首席法官或候補法官，應擔任提前投票選票委員會的首席法官，另由在投票所服務的兩(2)名書記官組成委員會的其他成員。

第8節。普通選舉審驗。

市議會作為普通選舉的審驗機關，應於其預定會議上審驗選票報告，該會議定於2026年5月13日（週三）下午6:00召開。審驗完成後，市長應將審驗中使用的選票報告及點票清單交付市秘書長；且市秘書長應依法律規定保存該等文件一段時期。

第9節。決選（如需要）。

如選票上任何席位無任何候選人取得所投票數的過半數，將於2026年6月13日（週六）在Seabrook City Hall舉行決選。投票所的開放時間為上午7:00至晚上7:00。

親自出席的提前投票應於2026年6月2日（週二）至2026年6月9日（週二）期間，在Seabrook City Hall於正常辦公時間內舉行（週一至週四上午7:30至下午5:00，週五上午8:00至下午5:00）。

但在2026年6月2日（週二），親自出席提前投票應於上午7:30至晚上7:00舉行；在2026年6月3日（週三），親自出席提前投票應於上午7:30至晚上7:00舉行，投票地點為Seabrook City Hall。

郵遞選票申請應以郵寄方式受理至2026年6月2日（週二）下午5:00。

市議會應於2026年6月22日下午6:00召開的特別會議上，審驗決選的選票報告。

2026年6月13日（週六）決選的其他各項事項，應依照2026年5月2日舉行的普通選舉相同方式辦理。

第10節。選舉通知及選票報告。

市長應依照選舉法及Seabrook市憲章的條款與規定發布普通選舉通知，且市長應為該選舉及該選舉的選票報告發布一切必要的命令及令狀。

第11節。通知。

另經認定並確定，依本主管機關的命令，市秘書長已將本次會議的日期、地點及議題以書面通知張貼於位於City Hall的公告欄，便於廣大市民隨時查閱，且該通知已如前述張貼，並於該會議預定召開時間前至少七十二(72)小時持續張貼。

此令。

本法令依照Seabrook市憲章第2.10節，於2026年2月3日在法定人數出席下，經出席市議員過半數贊成票，於初次及最終宣讀時**通過並批准**。

APPROVED/ APROBADA / NGƯỜI PHÊ CHUẨN / 批准人:

Jim Sweeney
Mayor
Alcalde
Thị Trưởng
市長

ATTEST/ ATESTIGUA / CHỨNG THỰC / 見證:

Rachel Lewis
City Secretary
Secretaria de la Ciudad
Thư Ký Hội Đồng Thành Phố
市秘書長

Approved as to Form:

Aprobada en cuanto a su forma:
Phê chuẩn định dạng
在形式上獲准

David Olson
City Attorney
Abogado de la Ciudad
Luật Sư Thành Phố
市法律顧問



Agenda Briefing

Date of Meeting: February 3, 2026

Responsible Department: Public Works

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

Briefing Prepared By: Jesus Olivo

Strategic Focus Area: INFRASTRUCTURE

General Information:

Consider and take all appropriate action on the approval of Task Order 4 for geotechnical services on the East Meyer Road Reconstruction Project (CIP S26) under the Professional Services Agreement between the City of Seabrook and Terracon in an amount of \$73,255.00 and authorize the City Manager to execute proposal and associated documents.

Executive Summary / Background:

The City of Seabrook is preparing to proceed with the East Meyer Road Reconstruction Project, which includes the replacement of the existing asphalt pavement with new concrete pavement, construction of sidewalks and driveways, and associated site improvements along approximately 5,100 linear feet of roadway. The project is anticipated to be constructed in phases with an estimated construction duration of approximately 150 calendar days.

To ensure the quality and compliance of construction materials used throughout the project, third-party materials testing and inspection services are required. Terracon Consultants, Inc. has submitted a proposal to provide these services based on the City's preliminary construction plans and specifications

Funding / Fiscal Information:

The total estimated cost for materials testing services is **\$73,255.00**, based on anticipated quantities and scope. This is a budget estimate and not a not-to-exceed amount. Final costs will depend on actual construction activities and testing needs.

Sufficient funds are available within the Certificates of Obligation - Street Fund.

Supporting Materials Attached:

1. Terracon
2. Terracon - Task Order 4 - East Meyer Improvements
3. Terracon Consultants Inc PSA - FINAL

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

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

January 9, 2026

City of Seabrook TX
1100 Red Bluff Road Seabrook
Seabrook, TX 77586

Attn: Jesse Olivo
P:(281) 291-5725
E:jolivo@seabrooktx.gov

RE: Proposal for Materials Services
East Meyer Avenue Improvements
East Meyer Avenue
Seabrook, Texas
Terracon Proposal No. P91261005

Dear Mr. Olivo,

Terracon Consultants, Inc. (Terracon) is pleased to provide this Cost Estimate for Materials Services. We understand we have been selected based on our qualifications to provide materials testing services for the referenced project. In this letter we have presented our understanding of the scope of the project, the proposed services, and the budget estimate.

1.0	Project Understanding
2.0	Scope of Services
3.0	Schedule
4.0	Compensation
5.0	Assumption and Limitations

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and issuing a Task Order to our office. The Task Order refers to the previously signed Professional Services Agreement between Terracon and City of Seabrook TX dated September 17, 2024.

Sincerely,
Terracon Consultants, Inc.


Emilio Renovato Jr, EIT
Staff Engineer


Edwin Vazquez Martinez, EIT
Materials Department Manager

1.0 Project Understanding

Item	Description
Project Description	This project will entail replacing the existing asphalt pavement on East Meyer Avenue with 8" concrete paving and will be completed in 4 Phases. The proposed 8" concrete pavement will be underlain by 8" of stabilized subgrade and runs approximately 5,100 linear feet. Some 6" concrete driveways and 4.5" concrete sidewalks will also be constructed as part of the improvements to East Meyer Avenue.
Sitework	■ Lime Treatment of East Meyer Avenue prior to placement of proposed 8" concrete pavement. ■ Site Improvements include proposed concrete sidewalks and driveways.

Terracon was provided with the following construction documents for preparation of this proposal:

- Preliminary Drawings by DDG dated November 14, 2025.
- Construction Specifications by DDG dated November 25, 2025.

Based on conversations with Jesse Olivo, Terracon understands that the projects construction schedule will run approximately 150 calendar days.

Note: This estimate is based on the preliminary drawings. Completed construction plans will be necessary for a better representation of cost & materials testing.

2.0 Scope of Services

Our proposed Scope of Services consists of field and laboratory testing. These services are described in the following sections.

Scope Item	Description
Earthwork	■ Sample subgrade and treated subgrade material. Prepare and test the samples for Atterberg Limits and percent fines. ■ Test soil samples for moisture-density relationship. ■ Evaluate the subgrade soil for proposed chemically treated paving subgrade. ■ Observe the chemical treatment process for the pavement subgrade. ■ Perform field gradation tests of treated subgrade. ■ Observe proofrolling operations of the paving subgrades; and perform density tests of the treated subgrade and bank sand using the nuclear method to determine the moisture content and percent compaction of the soil materials. ■ Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.
Cast-in-Place Concrete	■ Sample and test the fresh concrete for each mix. Perform tests including slump, air content, concrete temperature, and cast test specimens. Terracon will make every attempt to cure specimens. However, the contractor shall provide a secure area, along with a source of water and electricity in order for Terracon to maintain the initial curing temperature of concrete test specimens. Failure of the contractor to provide these items may result in an exclusion of Terracon being able to provide the correct initial curing environment. Occasionally, additional costs are associated with Terracon providing the correct initial curing environment for concrete test specimens, especially during the seasons with elevated ambient temperatures. This should be discussed during the pre-construction meeting ■ Perform compressive strength tests of concrete test cylinders cast in the field.

Scope Item	Description
Epoxy Anchorages	An engineering technician will observe and document the installation of bolts, rebar, and/or threaded rod including verification of materials, hole depth and diameter, cleanout, epoxy mixing and procedures and embedment depth in accordance with contract drawings and the manufacturers specifications and recommendations.
Project Management and Administration	- Attend preconstruction or preinstallation meetings. - Coordinate field and laboratory testing. - Communicate with Terracon Engineering Technicians, Contractor, and Owner's site representative. - Review laboratory and field test reports. - Monitor our budget.

2.1 Scheduling Retests

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

2.2 Additional Services

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

2.3 Mechanically Stabilized Earth (MSE) Walls

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment.

This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

3.0 Schedule

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned, and this higher cost may be passed on to the client.

All requests for services should be submitted to the League City, Texas office at the following phone number: (281) 557-2900. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services, so they are aware of the services that are proposed.

3.1 Compass



Compass is Terracon's latest client interfacing tool and elevates the way we do business. Terracon offers you the ability to view and interact with your testing data in a new way and is committed to using

innovative techniques to deliver quality projects. Construction data is viewed by geographic location in relation to your project drawings as part of our seamless project delivery system. Within Terracon Compass, you can access our projects and their associated data, including environmental and geotechnical projects.

When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features and advantages of Compass include:

- Filters for Date Performed, Service Type and Test Result Status and intuitive test status designations

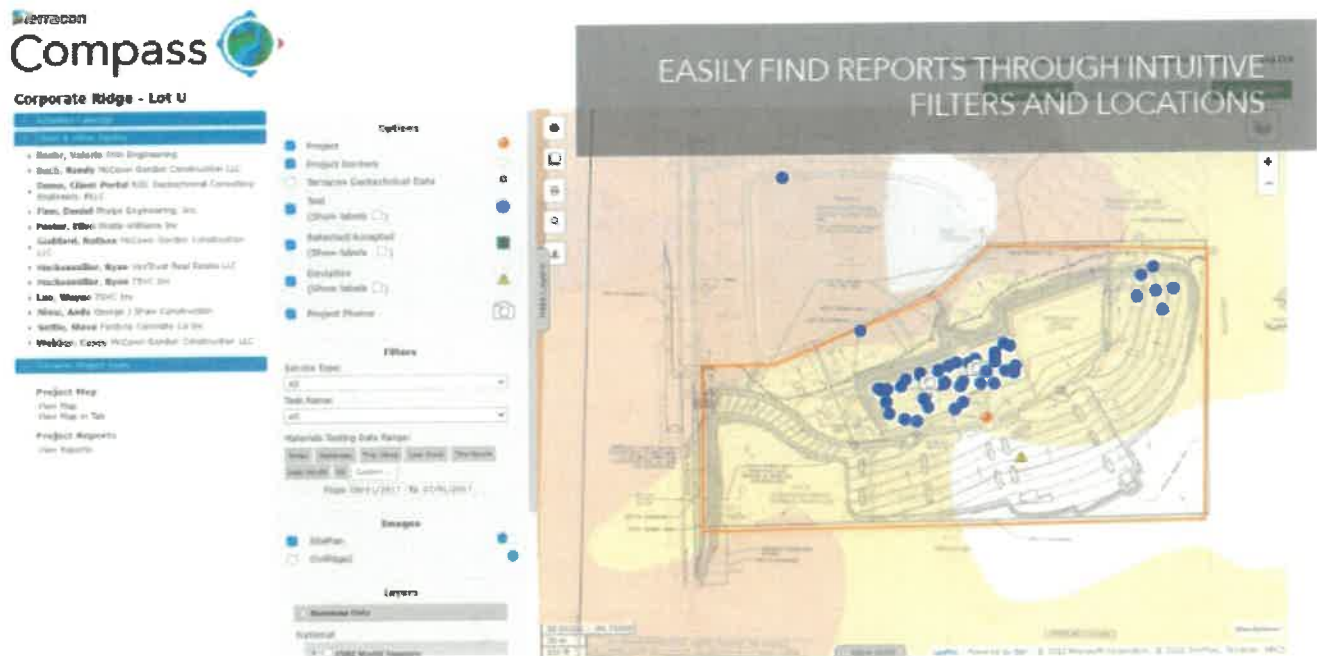
Proposal for Materials Services

East Meyer Avenue Improvements | Seabrook, Texas

January 9, 2026 | Terracon Proposal No. P91261005



- Augmented Testing Reports with In-Place Locations
- Deviation or Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results
- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.
- Quicker turnaround of information and reports



Traditional methods of reporting and accessing results of your project's inspections, testing, and observations are no longer sufficient for today's construction projects. With a large number of reports generated on a single project, you now have a solution to quickly find and view specific data to make timely, informed decisions for your project.

One of Terracon Compass' greatest strengths is that we curate your projects for your future. Terracon Compass shows your team members an interactive map with locations of past and present projects to navigate geographically; or for those that prefer a tabular format, we have that option too. Either way, as you collaborate with Terracon, your team members will be able to build a library of past projects curated online through a secured login. That means a few years after completion, your team can readily find a final, signed deliverable.

3.2 Report Turnaround Time

We understand the importance of report turnaround to our clients, and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day.
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing. Terracon will maintain a deviation log which will be maintained electronically in our database and can be updated or emailed at any time.
- Final reports without non-conformances will be provided within five business days.
- Final laboratory test reports will be provided within two days of test completion.

4.0 Compensation

Based upon our understanding of the site, the project as summarized in Item 1.0, and our planned Scope of Services outlined in Item 2.0, our estimated fee is shown in the following table:

Fee Estimate Materials Services East Meyer Avenue Improvements Terracon Proposal No. P91261005					
DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL	
Earthwork				\$	24,025.00
Soils Technician	\$ 75.00	200	hours	\$	15,000.00
Soils Technician, Overtime	\$ 112.50	16	hours	\$	1,800.00
Using pH to Estimate Soil-Lime Proportion	\$ 450.00	2	tests	\$	900.00
Atterberg Limits (3pt.)	\$ 85.00	6	tests	\$	510.00
Laboratory Compaction Characteristics (Standard)	\$ 190.00	6	tests	\$	1,140.00
Wash #200 Sieve (Aggregate)	\$ 85.00	6	tests	\$	510.00
Trip Charge	\$ 85.00	25	trips	\$	2,125.00
Special Equipment Charge (Daily) - Nuclear Density Gauge	\$ 85.00	24	day	\$	2,040.00
Cast-in-Place Concrete				\$	39,570.00
Concrete Technician	\$ 75.00	336	hours	\$	25,200.00
Concrete Technician, Overtime	\$ 112.50	24	hours	\$	2,700.00
Compressive Strength (Concrete)	\$ 27.00	300	tests	\$	8,100.00
Trip Charge	\$ 85.00	42	trips	\$	3,570.00
Project Management				\$	9,660.00
Administration	\$ 90.00	24	hours	\$	2,160.00
Project Management	\$ 135.00	48	hours	\$	6,480.00
Trip Charge	\$ 85.00	12	trips	\$	1,020.00
Total				\$	73,255.00

Proposal for Materials Services

East Meyer Avenue Improvements | Seabrook, Texas

January 9, 2026 | Terracon Proposal No. P91261005



- For services provided on an **"as requested"** basis, overtime is defined as all hours in excess of eight hours per day, night shift (after 8:00PM and before 6:00AM) on Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted.
- A four-hour minimum charge is applicable to all trips made to provide our testing, observation, and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative.
- All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.
- You will be invoiced monthly for services performed. Terracon invoices are due within 30 days following final receipt of the invoice.
- This is a budget estimate and not a not-to-exceed price. Many factors beyond our control such as weather and the contractors schedule will dictate the final fee for our services.
- Quantities for re-tests, cancelations and stand-by-time are not included in our fee.

5.0 Assumption and Limitations

In preparing this proposal, we assumed work would occur 5 days per week and that our services would be performed on an as requested basis. Our cost estimate assumes that work occur during normal business hours. Our services will be invoiced in accordance with Item 4.0.

TASK ORDER NO. 4

Pursuant and subject to the above captioned Professional Services Agreement (PSA) dated September 17, 2024 between **City of Seabrook** (CLIENT) and **Terracon** (CONSULTANT). CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

CLIENT PROVIDED INFORMATION:

Work Site: **East Meyer**

Scope of Work to Be Performed: **Materials Services**

Drawings, plans, specifications (are) (are not) attached :

Date and Time to **"As Requested"**

Date and Time to Complete: **N/A**

Invoice Mailing Instructions: payables@seabrooktx.gov

Other Requirements or Variance from PSA (if any): _

CONSULTANT PROVIDED INFORMATION:

Compensation: **\$ 73,255.00**

Billing Terms: **30 days**

Scope of Work: **Exhibit A- Scope of Work and Proposal Dated 1/09/2026**

ACCEPTANCE :

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

CONSULTANT: TERRACON

By(Signature):

Printed Name:

Title:

Date:

CLIENT: CITY OF SEABROOK

By(Signature):

Printed Name:

Title:

Date:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this 17th day of September, 2024, by and between the City of Seabrook, hereinafter referred to as the "CLIENT", having offices at 1700 1st Street, Seabrook, Texas 77586, and Terracon Consultants Inc., hereinafter referred to as the "CONSULTANT", a company formed under the laws of the State of Delaware and having offices at 551 W League City Pkwy, League City, Texas 77573.

WHEREAS, the CLIENT desires to contract with the CONSULTANT from time to time to provide services; and

WHEREAS, the CONSULTANT is willing to provide such services on a nonexclusive basis; and

WHEREAS this Agreement does not obligate CLIENT to order work from CONSULTANT, nor does it obligate CONSULTANT to accept orders for work, but it shall control and govern all work accepted by CONSULTANT under written Task Orders and shall define the rights, obligations, and liabilities of CLIENT and CONSULTANT during the term hereof with respect to the matters covered herein; and

NOW THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:

ARTICLE 1 – TASK ORDERS

- 1.1 CLIENT may, from time to time, request CONSULTANT to perform services (Work) hereunder by issuing CONSULTANT a written Task Order, which shall set forth a Scope of Work including:
- a) The location or boundaries of the Work Site;
 - b) The Work required to be performed, including any engineering, right of way acquisition, drawings, plans, budgets, surveys, bid documents, studies and/or assessments applicable to such Work;
 - c) The time limits within which such Work must be completed to CLIENT'S satisfaction;
 - d) The CLIENT'S office to which CONSULTANT is to render its invoice; and
 - e) Any other requirements applicable to such Work not inconsistent with the other terms and conditions of this Agreement.

Written Task Orders shall be substantially in the form of "Attachment A", attached hereto.

- 1.2 The CONSULTANT shall review the Task Order, prepare a cost estimate to complete the Scope of Work, agree to an estimated schedule for performance, and return the Task Order for CLIENT'S authorization.
- 1.3 CLIENT may also issue oral Task Orders to which CONSULTANT will respond with a written proposal.
- 1.4 Upon receipt of CLIENT'S written acceptance, the CONSULTANT shall commence the Work as detailed on the Task Order. Electronic communication (email, etc.) of Task Orders will be accepted in certain situations to expedite the commencement of Work.
- 1.5 In the event of conflict between the requirement of a Task Order and this Agreement, the Agreement will, in all cases, take precedence, unless a variance is specifically noted and agreed to by both parties.

ARTICLE 2 – COMPENSATION

- 2.1 CONSULTANT will bill for its services as defined on the specific task order. Acceptable contracting methods include lump sum, cost plus, time and materials or other mutually agreeable method. Rates for CONSULTANT's personnel shall be based on Attachment B. The CONSULTANT'S pricing, unless otherwise stated, shall not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments, which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
- 2.2 CONSULTANT will submit monthly invoices for Services rendered. Payment terms are net thirty (30) days from date of invoice. If CLIENT objects to all or any portion of an invoice, it will notify CONSULTANT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute within thirty (30) days from the date of the invoice, and the parties shall immediately make every effort to settle the disputed portion of the invoice.
- 2.3 If CLIENT fails to make any payment due CONSULTANT within thirty (30) days after receipt of an invoice, other than those amounts being disputed by CLIENT as provided in Section 2.2 above, then the amount due CONSULTANT will increase at the rate of 1.5% per month after the 30th day. In addition, CONSULTANT may, after giving seven (7) calendar days' written notice to CLIENT, suspend its Services and any deliverables until CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days. In the event that payment in full is not received, CONSULTANT reserves the right to have collection handled by CONSULTANT'S attorneys and any and all costs of collection, including reasonable attorney's fees, shall be paid by CLIENT.

ARTICLE 3 – CLIENT'S RESPONSIBILITIES

- 3.1 CLIENT will furnish to CONSULTANT all existing studies, reports, data and other information available to CLIENT necessary for performance of the work and authorize CONSULTANT to obtain additional data as required. CONSULTANT will be entitled to use and rely upon all such information and services.
- 3.2 Where necessary to the performance of the work, CLIENT shall arrange for CONSULTANT access to any site or property.
- 3.3 In the event of scheduled, prearranged or mandated events, meetings, access to sites, delivery of documentation or other obligations, the responsibility of which the CLIENT has agreed to and upon which the CONSULTANT relied, and which events, meetings, entrees to sites, delivery of documentation or other obligations could not or did not take place, or were required to be rescheduled because of the failure of the CLIENT in the discharge of the CLIENT'S obligations, all costs associated with that rescheduling shall be borne by the CLIENT.
- 3.4 If the work involves excavations or drilling, it is the responsibility of the CLIENT to provide the CONSULTANT with assistance in locating underground structures or utilities in the vicinity of any exploration or investigations; provided, however, that in no event shall CLIENT be liable for any damage caused by CONSULTANT's failure to properly locate such underground structures or utilities.
- 3.5 CLIENT recognizes that, when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the Work or within any structure thereon, certain sampling materials, such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, unless otherwise expressly provided in a Task Order, when sampling is included in the scope of services and when determined by CONSULTANT in its sole and exclusive judgment to be necessary based on CONSULTANT'S assessment of the degree of contamination, hazard, and risk, CONSULTANT will promptly inform CLIENT that containerization and labeling will be performed; will appropriately contain and label such materials; and will remove, transport and dispose of such material in accordance with all applicable laws.

ARTICLE 4 – PERFORMANCE OF SERVICE AND EXTENSION OF AGREEMENT

- 4.1 CONSULTANT shall perform the services at times and at locations as CLIENT may request. CONSULTANT represents that such services will be performed in a professional, timely, efficient and competent manner and in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. The CONSULTANT makes no other warranty, expressed or implied. CONSULTANT shall comply with all laws, rules, regulations and requirements of CLIENT and any applicable governmental authorities in connection with the performance of the services. In addition, CONSULTANT shall, at its own expense, obtain and maintain during the Term all necessary licenses, permits, approvals and other authorizations required in connection with performance of the services.
- 4.2 This Agreement shall commence on the date set forth above and shall automatically renew for subsequent one-year terms, unless otherwise terminated in accordance with the provisions of this Agreement. Any established rate schedules shall be subject to annual adjustments.
- 4.3 The dates of performance shall be interpreted as a material consideration in the Agreement.
- 4.4 The schedule and compensation may be influenced by the availability of information, public and regulatory agency concerns, weather, and numerous other factors that may not be foreseen during initial project planning. The CLIENT and CONSULTANT will negotiate in good faith and mutually agree on proposed schedule and costs changes as they occur, as appropriate.
- 4.5 Services additional to those set forth in the Task Order will be performed and completed within the time period and compensation agreed to in writing by the parties at the time such services are authorized.
- 4.6 If any time period within or date by which any of CONSULTANT'S services are to be performed is exceeded for reasons outside of CONSULTANT'S reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5 – CONFIDENTIALITY

- 5.1 The CONSULTANT and the CLIENT (including the employees, officers, agents, and directors of the respective parties) shall treat as confidential and proprietary, and will not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work under this Agreement, any information whether verbal or written of any description whatsoever, (including any technical information, experience, or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, or operations, which may come within the knowledge of the parties in the performance of this Agreement, without in each instance securing the prior written consent of the other party. Nothing contained within this Article shall prevent either party from disclosing to others, or using in any manner, information which has been published and has become part of the public domain other than by acts, omissions, or fault of either party; has been furnished or made known to either party by third parties directly or indirectly; or was developed independently by either party.
- 5.2 In the event that either party shall be required by law, subpoena, court, or administrative order to disclose any of the information deemed by this Agreement to be confidential and/or proprietary, that party shall give immediate written notice to the other party. Upon receipt of the notice, the party whose information may be disclosed shall have the right to interpose all objections to the disclosure.

ARTICLE 6 – STANDARD OF CARE

- 6.1 In performing services, CONSULTANT agrees to exercise professional judgment, made on the basis of

the information available to CONSULTANT, and to use the same degree of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.

6.2 CONSULTANT makes no other warranty, expressed or implied.

ARTICLE 7 – INSURANCE

CONSULTANT, at its own expense and at all times during the Term, will maintain (i) commercial general liability insurance applicable to CONSULTANT's operations related to this Agreement, including coverage for the contractual indemnification provided by CONSULTANT, providing on an occurrence basis a minimum combined single limit of \$500,000.00 with a general aggregate limit of \$1,000,000.00, and (ii) business automobile liability insurance providing on an occurrence basis a minimum combined single limit of \$500,000.00. Such insurance shall name CLIENT and its affiliates and subsidiaries as additional insureds. CONSULTANT further will maintain such insurance as will fully protect CONSULTANT and CLIENT from any and all claims by employees of CONSULTANT under the workers' compensation act or employers' liability laws, including any employers' disability insurance laws, and from any and all other claims of whatsoever kind or nature for any and all damage to property or for personal injury, including death to anyone whomsoever, that may arise from operations by CONSULTANT or by anyone directly or indirectly engaged or employed by CONSULTANT. All policies of insurance shall be primary and non-contributory with any other coverage elsewhere afforded or available to CLIENT, as well as provide primary coverage for all losses and damages caused by the perils covered thereby. The policies will provide that they may not be canceled or altered without at least thirty (30) days prior written notice to CLIENT. CONSULTANT will deliver to CLIENT satisfactory evidence of all such insurance upon the execution of this Agreement and at least ten (10) days prior to the expiration of any policy term. The form, content and insurers for each policy shall be subject to the satisfaction of CLIENT. If CONSULTANT fails for any reason other than the fault of CLIENT to provide all of the insurance required by this Section 7, CLIENT shall be entitled (but have no obligation), in addition to all other remedies available to CLIENT as a result of such default, to purchase such insurance not provided by CONSULTANT and collect from CONSULTANT (or retain from sums otherwise owing to CONSULTANT) an amount equal to the premiums paid by CLIENT, plus a late charge equal to 10% per annum on the amount of such premiums, calculated from the date such insurance was due until CONSULTANT pays the amount of such premiums plus late charge to CLIENT.

ARTICLE 8 – INDEMNITY

8.1 To the fullest extent permitted by law, the CONSULTANT hereby agrees as follows:

- a) with regard to the professional services performed and to be performed hereunder by or through the CONSULTANT, CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by CONSULTANT's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of CONSULTANT. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of CLIENT or their agents, or other independent contractors, or other consultants of CLIENT, or others who are directly responsible to CLIENT, or for defects in design or construction furnished by those persons and/or entities; and
- b) with regard to any acts or omissions of the CONSULTANT in connection with this Agreement which do not comprise professional services, the CONSULTANT further agrees to indemnify, defend and hold harmless CLIENT from and against any and all claims, demand actions,

causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the CONSULTANT, its consultants or subconsultants or anyone for whom the CONSULTANT is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the CONSULTANT (which is covered by Section "8.1a" above).

- 8.2 Neither CLIENT nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct.

ARTICLE 9 – ALLOCATION OF RISK

- 9.1 In no event, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall CONSULTANT, its employees, subcontractors or suppliers be liable for loss of profits or revenue; loss of use of any equipment or facilities; cost of capital; cost of purchased power; cost of substitute equipment, facilities or services; downtime costs; any special consequential, incidental or exemplary damages; or claims of customers of CLIENT.

ARTICLE 10 – OWNERSHIP OF DOCUMENTS

- 10.1 The CONSULTANT agrees that the CLIENT shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by the CONSULTANT pursuant to this Agreement. The CLIENT shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the CLIENT had prepared or acquired the same. The CLIENT agrees that all reports and other work the CONSULTANT provides, which are not paid for, will be returned or destroyed by CLIENT upon demand and will not be used for any purpose whatsoever other than those purposes contemplated in this Agreement and any Task Order. CONSULTANT hereby assigns and agrees to assign to CLIENT all rights to inventions, trade secrets, copyrights and technical data developed, conceived or reduced to practice by CONSULTANT, alone or jointly with others, which directly result from services performed under this Agreement, including all documents, plans proposals, reports, programs, screens, forms, scripts, procedures, functions, analysis, data, ideas, specifications, descriptions, notes, and designs prepared or furnished by CONSULTANT, CLIENT or any other party in connection with the consulting assignment of the CONSULTANT pursuant to this Agreement. Such obligation to assign shall be effective during the Term and for one year thereafter, except such items that CONSULTANT can prove were conceived by CONSULTANT after the termination of this Agreement and not under circumstances contrary to any provision of this Agreement. CONSULTANT shall provide detailed written descriptions of any inventions, trade secrets, copyrights and technical data to be assigned as requested by CLIENT, and shall cooperate with CLIENT as needed in order to protect and enforce proprietary rights of CLIENT.
- 10.2 Any report prepared as part of the work will be prepared solely for use of the CLIENT. Other third parties are not to rely on the report unless both CONSULTANT and CLIENT consent in writing to such reliance. CONSULTANT may assess a charge in connection with documenting such consent.
- 10.3 CONSULTANT will prepare and perform the work according to the scope and purposes of this Agreement and Task Orders. To the extent that the work product is utilized in any manner outside the scope and purposes of this contract, CONSULTANT reserves the right to notify directly any third-party recipient of the limitations of the work product due to the scope and purposes of the contract under which it was prepared.

ARTICLE 11 – INDEPENDENT CONTRACTOR; AUTHORITY

11.1 This Agreement does not, and shall not be construed to, make CONSULTANT the agent or legal representative of CLIENT. CONSULTANT does not have, and shall disclaim, any right, power or authority to assume or create any obligations for, on behalf of, or in the name of CLIENT or to deal with CLIENT's property. CONSULTANT shall not incur or contract, or purport to incur or contract, any debt or obligation on behalf of CLIENT, or commit any act, make any representation, or advertise in any manner that may adversely affect any right of CLIENT or be detrimental to CLIENT's good name and reputation. CONSULTANT shall not have any authority over any employee or officer of CLIENT, nor shall CLIENT be required in any manner to implement any plans or suggestions CONSULTANT may provide.

ARTICLE 12 – COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

12.1 The CONSULTANT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 13 – SAFETY

13.1 The CLIENT shall be obligated to inform the CONSULTANT and its employees of any applicable site safety procedures and regulations known to CLIENT, as well as any special safety concerns or dangerous conditions at the site. The CONSULTANT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

ARTICLE 14 – LITIGATION

14.1 At the request of CLIENT, CONSULTANT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which CLIENT is or becomes a party in connection with the work performed under this Agreement. CLIENT agrees to compensate CONSULTANT at its then current rates for its time and other costs in connection with such evidence or testimony. Similarly, if CONSULTANT is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, CONSULTANT agrees to contact CLIENT prior to providing testimony or producing documents or other evidence and cooperate with CLIENT and CLIENT's counsel. CLIENT agrees to compensate CONSULTANT at its then current rates for its time and expense in connection with such testimony or document and other evidentiary production. In the event the support services of CONSULTANT are required in connection with litigation instituted by or against the CLIENT, CLIENT agrees to obtain from CLIENT'S counsel, a fully executed Agreement for Expert Service.

ARTICLE 15 – NOTICE

15.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, certified mail or courier to the address of the respective party that is shown on page 1 of this Agreement or to such other address as such party may designate.

ARTICLE 16 – TERMINATION

16.1 CLIENT reserves the right to delay the commencement of or suspend CONSULTANT's performance of any or all of the Work. The performance of Work under any individual Task Order may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of fifteen (15) days' prior, written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by

CLIENT prior to the completion of services contemplated under any Task Order, CONSULTANT shall be paid for (i) the services rendered to the date of termination or suspension; (ii) demobilization costs; (iii) costs incurred with respect to non-cancelable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension. Additionally, and not withstanding anything in this Agreement to the contrary, CLIENT shall at all times have the right to terminate this Agreement by providing thirty (30) days prior written notice of such termination to CONSULTANT.

ARTICLE 17 – SEVERABILITY

17.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 18 – WAIVER

18.1 Any waiver by either party or any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 19 – GOVERNING LAW; JURISDICTION

19.1 This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws principles of any jurisdiction. If any permitted suit, action or proceeding is brought in connection with this Agreement, exclusive venue for such suit, action or proceeding shall be in the courts in Harris County, Texas, and each party submits to the jurisdiction of such courts for the purpose of any such suit, action or proceeding.

19.2 In the event that either party must resort to legal action to enforce any provision of this Agreement, the non-prevailing party agrees to pay attorney fees and other costs resulting from such action.

19.3 CLIENT and CONSULTANT hereby irrevocably and unconditionally waive all right to trial by jury in any action, suit, proceeding, or counterclaim that relates to or arises out of this agreement.

ARTICLE 20 – ASSIGNMENTS AND DELEGATION; NO SUBCONTRACTORS

20.1 This Agreement may not be assigned or transferred by CONSULTANT, in whole or in part, nor may CONSULTANT delegate its duties under this Agreement, in whole or in part, in any of the foregoing circumstances without the prior written consent of CLIENT, and any assignment or delegation in violation of this Section shall be void. CLIENT shall have the right to assign this Agreement and any of its rights hereunder to any affiliate of CLIENT or as a part of a sale or transfer of the stock, assets or business of CLIENT or any substantial portion thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and permitted assigns. CONSULTANT shall not engage any third parties or independent contractors to perform the services under this Agreement without the express written consent of CLIENT.

ARTICLE 21 – CAPTIONS

21.1 The captions of these Terms and Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 22 – SPECIAL PROVISIONS

- 22.1 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. By entering into this contract, the Consultant agrees that they do not currently, and will not for the term of the agreement, engage in business with Iran, Sudan or known foreign terrorist organizations.
- 22.2 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. By signing this agreement, Consultant agrees that they do not currently and will not for the term of the Agreement, boycott Israel.
- 22.3 "Federal Contract Provisions and Certifications: 2 CFR PART 200" follows as Attachment C and is hereby incorporated in this Agreement by this reference.

ARTICLE 23 – ENTIRE AGREEMENT

- 23.1 This Agreement, and the Task Orders, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written in respect of this matter. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

CONSULTANT:

Terracon Consultants, Inc.

By: *Jason L. Mills*

Printed Name: Jason Mills, PMP

Title: Principal

Date: 9/16/24

CLIENT:

CITY OF SEABROOK

By: *Gayle Cook*

Printed Name: Gayle Cook

Title: City Manager

Date: 9/18/2024

ATTACHMENT A

TASK ORDER NO. _____

Pursuant and subject to the above captioned MSA dated between City of Seabrook (CLIENT) and Terracon Consultants Inc.(CONSULTANT). CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

CLIENT PROVIDED INFORMATION:

Work Site: _
Scope of Work to Be Performed: _
Drawings, plans, specifications (are) (are not) attached: _
Date and Time to Commence: _
Date and Time to Complete: _
Invoice Mailing Instructions: _
Other Requirements or Variance from PSA (if any): _

CONSULTANT PROVIDED INFORMATION:

Compensation: _
Billing Terms: _

Scope of Work:

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

CONSULTANT:

By:

Printed Name:

Title:

Date:

CLIENT:

CITY OF SEABROOK

By: _

Printed Name: _

Title: _

Date: _

ATTACHMENT B

COMPENSATION

Unless provided otherwise below, the compensation to be paid to the CONSULTANT for providing the requested services shall be based on direct personnel expense times, plus reimbursable direct expenses as defined in the Agreement. Further clarifications on hour charges:

- Services will be charged according to those personnel directly involved in providing the service.

Direct personnel expense means salaries and wages paid to the CONSULTANT'S employees plus payroll related costs and benefits such as payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable hereto.

Lump sum fees will be negotiated for particular assignments at the request of the Client. When an occasion arises which the Client desires to be covered by a lump sum fee, the CONSULTANT will negotiate an acceptable fee with the Client and prepare an addendum to this Agreement which describes the scope of services to be provided and the fee. The addendum will be effective only after its signature by both parties.

Identified fee accounts can be established for either not to exceed or lump sum fees for tasks which the Client wishes to track costs separately. The Client shall make a request to the CONSULTANT'S project manager prior to the start of any such task for this separate accounting. No contract addendum is necessary to establish a separate task billing.

ATTACHMENT C

SPECIAL ADDENDUM

Federal Contract Provisions and Certifications

2 CFR PART 200

Appendix II

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

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

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does Vendor agree? YES

Initial of Authorized Company Official

JM

2. Termination for Cause and Convenience:

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

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

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

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

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

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

Does Vendor agree? YES

Initial of Authorized Company Official *JM*

3. **Equal Employment Opportunity:**

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

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

- (6) In the event of the Vendor/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Vendor/Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Does Vendor agree? YES

Initial of Authorized Company Official

JM

4. Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary

to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

Does Vendor agree? YES

Initial of Authorized Company Official

JM

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

Clean Air Act

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

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

Does Vendor agree? YES

Initial of Authorized Company Official

JM

6. Debarment and Suspension:

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt.

180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Does Vendor agree? YES

Initial of Authorized Company Official

JM

7. Byrd Anti-Lobbying Amendment

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

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

Does Vendor agree? YES

Initial of Authorized Company Official

JM

8. Procurement of Recovered Materials:

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

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

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

Does vendor agree? YES

Initial of Authorized Company Official

JM

9. Additional FEMA Requirements

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

Does Vendor agree? YES Initial of Authorized Company Official JM

b) Access to Records

The following access to records requirements apply to this contract:

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

Does Vendor agree? YES Initial of Authorized Company Official JM

c) DHS Seal, Logo, and Flags

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

Does Vendor agree? YES Initial of Authorized Company Official JM

d) Compliance with Federal Law, Regulations and Executive Orders

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

Does Vendor agree? YES Initial of Authorized Company Official JM

e) No Obligation by Federal Government

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

Does Vendor agree? YES Initial of Authorized Company Official JM

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

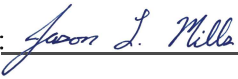
The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract

Does Vendor agree? YES Initial of Authorized Company Official JM

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

Company Name: Terracon Consultants Inc.

Print name of authorized representative: Jason Mills, PMP

Signature of authorized representative: 

Date: 9/16/24



Agenda Briefing

Date of Meeting: February 3, 2026

Responsible Department: City Secretary's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Establish future meeting dates and agenda items.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. Calendar

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

February 2026

February 2026							March 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
							29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 1	2	3 6:00pm Regular City Council Meeting (City Hall)	4	5 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	6	7
8	9	10	11	12 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	13	14
15	16	17 6:00pm Regular City Council Meeting (City Council Chamber)	18	19 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	20	21
22	23	24	25	26	27	28

March 2026

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 1	2	3 6:00pm Regular City Council Meeting (City Hall)	4	5 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	6	7
8	9	10	11	12 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	13	14
15	16	17 6:00pm Regular City Council Meeting (City Council Chamber)	18	19 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	20	21
22	23	24	25	26	27	28 8:00am TRASH BASH IN SEABROOK (Bay Elementary)
29	30	31	Apr 1	2	3	4