



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, FEBRUARY 17, 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 17, 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 Mayor, City Council and/or members of the City staff may make announcements about City/Community events. *City Council*

2. PRESENTATIONS

2.1 Mayor Sweeney to present a proclamation to the City of Seabrook Public Affairs Department declaring February 20, 2026 as Government Communicators Day in the City of Seabrook.

2.2 Presentation by Barge295 of the Fall Fest 2025 post-event report in compliance with the Hotel Occupancy Tax (HOT) grant funding agreement.

3. CONSENT AGENDA

3.1 Approve the minutes of the February 3, 2026 City Council meeting.

3.2 Consider and take all appropriate action on casting a vote for the Officers of the Houston-Galveston Area Council (H-GAC) 2026 Officers Election.

4. BID AWARDS

4.1 Consider and take all appropriate action on a bid award to Lucas Construction Company Inc. with a base bid of \$1,713,182.00 for the East Meyer Reconstruction Project CIP S26, and authorize the City Manager to execute the contract. *Brian Craig, Director of Public Works | City Engineer*

5. NEW BUSINESS

5.1 Consider and take all appropriate action on Resolution 2026-01, Authorization for Submission to the Better Utilizing Investments to Leverage Development (BUILD) Grant. *Gayle Cook, City Manager*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE FY 2026 BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT PROGRAM; COMMITTING LOCAL MATCH FUNDING; PROVIDING FOR PLANNING ACTIVITIES; AND PROVIDING AN EFFECTIVE DATE.

5.2 Consider and take all appropriate action on an amendment to the Public Safety Fund 2026 Budget to approve the request for \$170,546.00, which includes items to be purchased for the Public Safety agencies. *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

5.3 Consider and take all appropriate action on a proposal with GoVapex of Newman Regency Group on the Robinson Lift Station Odor Control project through TIPS Purchasing Cooperative Contract #25010401 for an amount of \$164,588.00, and authorize the City Manager to execute the proposal and all associated documents. *Brian Craig, Director of Public Works | City Engineer*

5.4 Consider and take all appropriate action on the City of Seabrook entering into an interlocal agreement with Harris County for the planting of trees within the Red Bluff right of way, and authorize the City Manager to execute the agreement. *Brian Craig, Director of Public Works | City Engineer*

5.5 Consider and take all appropriate action on Resolution 2026-02 Authorizing a Grant Application to the Harris County Precinct 2 Partnership 2026 Program for the North Meyer Reconstruction project. *Gayle Cook, City Manager*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE SUBMISSION OF A PARTNERSHIP GRANT APPLICATION TO HARRIS COUNTY PRECINCT 2; COMMITMENT OF FUNDING; AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE

CITY'S PARTICIPATION.

5.6 Consider and take all appropriate action on the first reading of Ordinance 2026-05 amending Section 50 of Article II, "Establishing the Municipal Court as a Court of Record" and establishing an effective date. *Cristina Duran, Director of Municipal Court*

AN AMENDMENT TO CHAPTER 50. MUNICIPAL COURT, ARTICLE II. "ESTABLISHING THE MUNICIPAL COURT AS A COURT OF RECORD," BY AMENDING SECTIONS 50-21, 50-24, 50-25, REPEALING AND REPLACING SECTIONS 50-26 AND 50-27, AND CREATING NEW SECTIONS 50-28 AND 50-29, ESTABLISHING REGULATIONS FOR THE COURT REPORTER AND RECORD, TRANSCRIPT PREPARATION, MUNICIPAL COURT FINES FOR NON-APPEARANCE AND CERTAIN COMPLIANCE DISMISSAL FEES, LOCAL CONSOLIDATED FEE, CONSOLIDATED MUNICIPAL COURT BUILDING SECURITY AND TECHNOLOGY FUND, LOCAL YOUTH DIVERSION FUND, AND MUNICIPAL JURY FUND, RESPECTIVELY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$500 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.

5.7 Consider and take all appropriate action on a proposal with Branch Construction Group in the amount of \$157,220.00 through the TIPS Purchasing Cooperative Contract No. 23010401 for CIP Project D19 Outfall Repair, and authorize the City Manager to execute the proposal and any associated documents. *Brian Craig, Director of Public Works | City Engineer*

5.8 Consider and take all appropriate action on Resolution 2026-03 establishing a Code of Conduct for elected officials. *Jim Sweeney, Mayor of Seabrook, Summer Sanford, At-Large Position 6*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS ESTABLISHING A CODE OF CONDUCT FOR ELECTED OFFICIALS, AND PROVIDING AN EFFECTIVE DATE.

6. DISCUSSION

6.1 Discuss Senate Bill 785, approved into law on June 22, 2025, and effective September 1, 2026, relating to the regulation of new HUD-code manufactured housing and potential impacts on the City's zoning and development regulations. *Sean Landis, Deputy City Manager | Planning and Zoning Director*

7. ROUTINE BUSINESS

7.1 Establish future meeting dates and agenda items.

THE CITY COUNCIL RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE) THAT

JUSTIFIES EXECUTIVE SESSION TREATMENT.

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

I certify that this notice was posted on the bulletin board on or before Wednesday, February 11, 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, the role of government communication professionals is to inform, educate, and engage the residents, businesses, and visitors of their communities; and

WHEREAS, clear and timely communication fosters trust and inspires Seabrook residents to participate actively in civic matters and community initiatives; and

WHEREAS, government communications help build awareness and understanding by telling Seabrook's story, encouraging civic engagement, and promoting involvement in critical city decisions using a variety of communication channels; and

WHEREAS, effective communication is vital to ensuring that all residents of Seabrook have the opportunity to make their voices heard, which strengthens the democratic process; and

WHEREAS, the City of Seabrook acknowledges and deeply appreciates the professionalism, dedication, hard work, and commitment of the Department of Public Affairs staff, who tirelessly serve to keep the community informed and engaged;

NOW THEREFORE, I, Jim Sweeney, Mayor of Seabrook, Texas, do hereby proclaim February 20, 2026, as Government Communications Day in the City of Seabrook, Texas.

Government Communications Day

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 17th day of February, 2026.

City of Seabrook

Jim Sweeney, Mayor



**BARGE
295**

SEABROOK, TEXAS

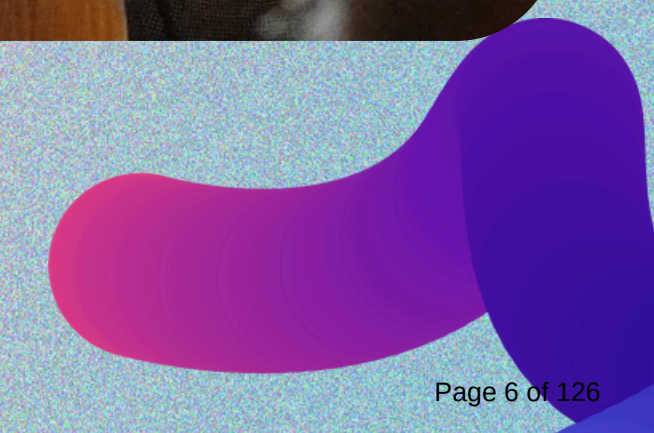
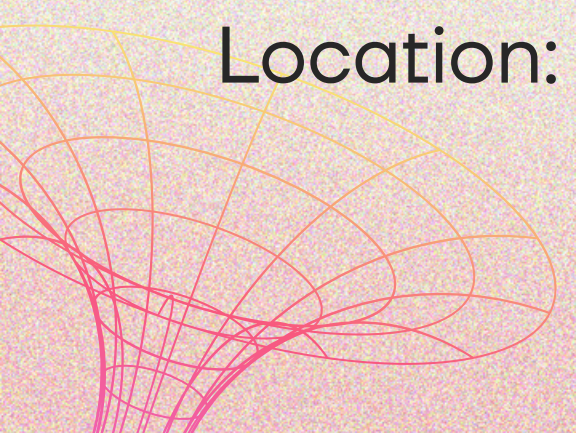
2ND ANNUAL

FALL FEST 2025



Presented by: Barge 295
Event Dates: November 14 & 15 2025
Location: Seabrook, Texas

Fall Fest 2025: Tourism & Economic Impact Report



OBJECTIVE OF FUNDING

HOT TAX

- 1 Promote Seabrook as a live music destination
- 2 Drive overnight stays and out of town visitation
- 3 Increase economic activity through:
 - Hotel bookings
 - Restaurant & bar spending
 - Local tourism traffic
- 3 Measure and report return on public investment



Fall Fest 2025 Overview

- Two night destination concert event
- Hosted at Barge 295 in The Yard
- Ticketed & promoted regionally
- Designed to attract non local attendees

Event Dates & Lineup

- Friday, Nov 14, 2025
 - **Chad Prather**
 - Jordan Band
- Saturday, Nov 15, 2025
 - **Aaron Watson**
 - Susan Hickman
 - Clay Hollis



Target Audience Strategy

Who We Targeted

- Out of town concertgoers
- Houston metro + regional Texas markets
- Live music travelers
- Fans willing to travel and stay overnight

Why This Matters for HOT Funds

- Focused on tourism, not local only traffic
- Encouraged multi day stays
- Supported Seabrook hotels and local businesses



Advertising & Promotion Strategy



Multi-Channel Marketing Approach

Outdoor Advertising

- Billboard placement targeting inbound traffic

Radio Advertising

- 100.3 The Bull KILT

Digital Advertising

- Highly targeted META, Facebook & Instagram ads
- Geographic targeting outside of Seabrook
- Interest based targeting (country music, concerts, travel, festivals, outdoor events)

Website Rebrand with Fall Fest Landing Page

Digital Advertising Execution

- Radius targeting in & outside Seabrook
- Houston + surrounding regional markets
- Event specific creative for each night
- Ticket driven call to action
- Retargeting engaged users

Metrics Tracked

- Total META ad campaign: \$7,906.25
- Impressions: 656,469
- Link clicks: 14853
- Ticket conversions: 260



Terrestrial Radio Advertising

Radio Ads - 100.3 The Bull KILT



- Target Demographic: Adults 25-54
- Format: Country
- Weekly Listeners: 730,400+
- Monthly Streams: 186,840+
- Social Followers: 214,000+
- 6 Week Radio Ad campaign: \$9525
- 100x :30 Branding Commercials
- 71,428 Digital Audio Impressions
- Branded Social/Custom Video; Targeted Zip Codes Reach 150,000+
- Over half the audience have a household income of over \$75,000. 186,840 214,000+
- Nick Russo represented Barge 295 with Live endorsements during Afternoon Drive leading up to the Fall Festival. Zakk United promoted :30-:45 custom video to advertise Barge 295 and spread the word to buy tickets!
- Targeted posts featured Barge 295, images and messaging on the newsfeed or right rail of the target user's Facebook or Instagram page on desktop and mobile. Posts were served to the specified target audience on an impression basis, in other words, guaranteed views.



Outdoor Advertising

Billboard 45 & 59 South Houston Exit



BARGE 2025

2ND ANNUAL FALL FEST

NOV 14 & 15

AARON WATSON

CHAD PRATHER

SUSAN HICKMAN CLAY HOLLIS BIG JORDAN

SEABROOK, TEXAS

- Total Billboard spend: \$14,015.00
- Impressions 18+: 2,222,512+

OUTFRONT

Website Rebrand Email Marketing & Social Media Marketing

- Website rebrand with Fall Fest landing page
- Dedicated hotel accommodations web page with links to group rates so bookings can be tracked
- Monthly/weekly email and text campaigns sent out to 3500+ promoting Fall Fest and hotel accommodations
- City of Seabrook logo on Fall Fest web pages & email marketing campaigns
- Social Media posts on Facebook, Instagram & TikTok heavy on Fall Fest marketing and encouraging local hotel stays

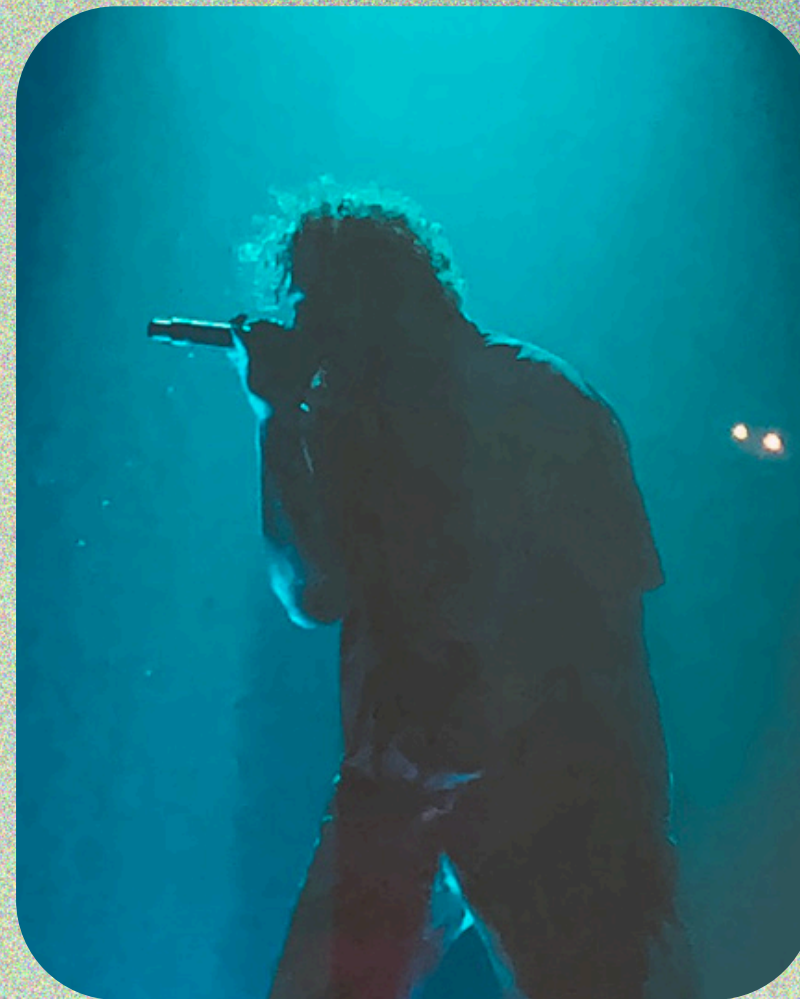


Advertising Plans FALL FEST 2026

Our 2026 FALL FEST Marketing campaign will include tried and true advertising strategies used in 2025. Additionally we will be focusing on heavy ads through the following outlets due to the ability to highly target our intended audience and track conversions.



**Facebook
Instagram &
TikTok Ads**



**Google &
YouTube Ads
Text Marketing**



**Paramount
& Hulu Ads**



**Music Streaming
Platform Ads**



Hotel Partnership Strategy

- Quality Inn had a total of 62 rooms booked.
- Revenue generated \$6,522.26



Thank You!

We are looking forward to the 2026 concert season making it bigger and more successful for the entire Seabrook community.

Please see the following invoices for our 2025 FALL FEST advertising expenses.



ADVERTISER AGREEMENT PAGE 1 OF 3											
OUTFRONT Media 1600 Studemont St. Houston,TX 77007 (713) 868-2284 (713) 862-7652		CONTRACTNO.: 4260989 DATE: 10/01/25 ADVERTISER: Barge295 BRAND: CAMPAIGN: ACCOUNTEXECUTIVE:LeticiaGarza(F67) Copy must meet Production specifications and be received 10 working days prior to each advertising period. THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE									
Advertiser Bill-To# 1168552 Barge 295 2613 1/2 Nasa Pkwy Seabrook, TX 77586 8326231215 Attn: Danielle Robinson		Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient overage Copy and posting instructions. See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.									
Market /Media	Specifications	#Units	CopySize	Total Sq.Ft.	Date(s)	No.of Periods	*	Period Cost T=TaxValue B=BarterValue		Period Total	
Houston, TX Bulletins General Coverage	Unit#4 5057-O I-45S & Hwy. 59 South W/S F/N	1	20'x60'		10/20/25	1.00	OT	\$12,500.00		\$12,500.00	
Houston, TX Production Costs	Unit# 4 5057-O I-45S & Hwy. 59 South W/S F/N	1	20'x60 '		10/20/ 25	1.00	OT	\$1,515.00		\$1,515.00	

Ref. Space Contract# 396266 4

Customer Ref#

Special Instructions:

Total Net Amount: \$14,015.00

Total Shipping Cost: \$0.00

Total Sales Tax: \$0.00

Net Non-Space Total: \$14,015.00

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO. THIS CONTRACT CONSISTS OF THIS PAGE, THE INVENTORY SPECIFICATIONS LOCATED AT WWW.OUTFRONTMEDIA.COM/RESOURCES/POSTING-STANDARDS, THE PRODUCTION INFORMATION ADDENDUM PAGE, ANY ADDENDA APPLICABLE TO OTHER PRODUCTS AND SERVICES (SUCH AS MOBILE ADVERTISING OR ATTRIBUTION SERVICES), AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS CONTRACT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER. FACSIMILE OR ELECTRONIC SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

ACCEPTEDANDAGREEDTOBY-OUTFRONTMEDIA

ADVERTISER/AGENCY

Signed by:

Danielle Robinson

668B3BF57F1545E...

AUTHORIZED SIGNATURE - TITLE

Danielle Robinson GM

10/01/2025 | 5:54:56 PM

BY DATE PLEASEPRINT DATE

NAME - TITLE

* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid *** Configured Spots is the maximum number of spots on a digital display

Susan Hickman

6535Sterling BayLane
Dickinson Tx 77539
832-215-7233



Invoice

Prepared for

	Contact	Invoice #
Barge 295	Bill Hummel thebarge295@gmail.com	INV11302025
	Project	Prepared date
	Barge 295	11/30/2025

Description	Qty	Unit price	Total price
Website Build, Fall Fest Landing Page & Optimization 1/2 off		\$9,500.00	\$4,500.00
Fall Fest Digital Ad Management		\$7,906.25	\$7,906.25
Mailing List Hosting & Mailing List Campaign		\$1,501.50	\$1,501.50
Web Hosting & Domain 1/2 off		\$787.18	\$441.71
Fall Fest Flyers (Physical)		\$250.00	\$250.00
Fall Fest Street Team & Advertising Delivery & Logistics		\$500.00	\$500.00
Fall Fest Artwork, Flyers & Highlight Reels Advertising		\$1,500.00	\$1,500.00
Social Media Content Management - NC		\$8,000.00	\$0.00

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Notes:

Subtotal	\$16,599.46
Adjustments	\$0.00

\$16,599.46



Audacy Operations, LLC
an Audacy, Inc. subsidiary
24 Greenway Plaza, Suite 1900
Houston, TX 77046
Main: (570) 846-2324
Billing: (570) 846-2324

AudacyInc.com

Billing Address:

Barge 295, The
Attention: Michael Hessemer
2613 ½ E NASA Pkwy
Seabrook, TX 77586

Send Payment To:

Audacy Operations, LLC
PO Box 74093
Cleveland, OH 44194

Property	DIG-Houston	Order #	3201190
Invoice #	3201190-1	Alt Order #	1004657
Invoice Date	10/31/25	Ext. Opp. ID	
Invoice Month	October2025	Deal #	
Invoice Period	10/01/25-10/31/25	Flight Dates	10/22/25 - 11/14/25
Advertiser	Barge 295, The		
Product	1947035_TheBarge 295 - Houston - Direct - Marketi		
Estimate #			
	AccountExecutive	Tania Forysiak	
	Sales Office	Houston Local	
	Sales Region	Local	
	Agency Code		
	Advertiser Code		
	Billing Calendar	Calendar	
	Billing Type	Cash	
	Special Handling		
	Agency Ref	182465	
	Advertiser Ref	203235	
	Product 1		
	Product 2		

WOPayments Quick Pay Link:<payments.wocentral.com/find>

Quick Pay Code:[UG6AHHAWU7](#)

KILT-FM Digital

Line	Start Date	End Date	Description	Imp. Booked	Imp. Delivered	Clicks	Rate	Type	Total Amount
2	10/22/25	11/14/25	DigitalAudioStreaming(AllStations)0:30	35,750	6,957	0	\$12.00 CPM		\$83.48
3	10/22/25	11/14/25	DigitalAudioStreaming(AudacyAnywhere)0:30	51,750	13,591	0	\$12.00 CPM		\$163.09

Due upon receipt	<u>Net Total</u>	\$246.57
	<u>Invoice Balance as of 01/27/26 1:31:42 PM CT</u>	\$0.00

We warrant that the actual broadcast information shown on this invoice was taken from the program log. Times are approximate within 15 minutes. Agency and Advertiser agree and acknowledge that Station's Advertising Terms and Conditions govern this contract and are available at www.audacyinc.com.
EFFECTIVE JANUARY 1, 2023, AUDACY WILL BEGIN CHARGING A 2% ADMINISTRATIVE FEE FOR ALL CREDIT CARD TRANSACTIONS PROCESSED BY AUDACY OPERATIONS, LLC, EXCEPT WHERE PROHIBITED BY LAW. WE NO LONGER ACCEPT DEBIT CARDS.



Send Payment To:
Audacy Operations, LLC
PO Box 74093
Cleveland, OH 44194

Invoice #	3200814-1	Invoice Month	October 2025
Invoice Date	10/31/25	Invoice Period	10/01/25 - 10/31/25
Advertiser	Barge 295, The		
Product	Fall Fest 2025		
Estimate #	Fall Fest 2025		

AudacyInc.com

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type
7	10/20/25	11/16/25	M-Su ROS	5a-12a	MTWTFSS	:30	15	\$0.00	NM
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
16	KILTF	W	10/29/25	11:33	AMM-Su ROS	5a-12a 5a-12a	:30	BRG.FLLL.FEST.V230R1	\$0.00 NM
23	KILTF	Th	10/30/25	5:15	AMM-Su ROS	5a-12a	:30	BRG.FLLL.FEST.V130R1	\$0.00 NM
25	KILTF	F	10/31/25	12:52	PMM-Su ROS		:30	BRG.FLLL.FEST.V130R1	\$0.00 NM
Total Spots							38		

Due upon receipt

Net Total \$2,380.00

Invoice Balance as of 01/27/26 1:31:50 PM CT \$0.00

We warrant that the actual broadcast information shown on this invoice was taken from the program log. Times are approximate within 15 minutes. Agency and Advertiser agree and acknowledge that Station's Advertising Terms and Conditions govern this contract and are available at www.audacyinc.com.
EFFECTIVE JANUARY 1, 2023, AUDACY WILL BEGIN CHARGING A 2% ADMINISTRATIVE FEE FOR ALL CREDIT CARD TRANSACTIONS PROCESSED BY AUDACY OPERATIONS, LLC, EXCEPT WHERE PROHIBITED BY LAW. WE NO LONGER ACCEPT DEBIT CARDS.



Audacy Operations, LLC
an Audacy, Inc. subsidiary
24 Greenway Plaza, Suite 1900
Houston, TX 77046
Main: (570) 846-2324
Billing: (570) 846-2324

AudacyInc.com

Billing Address:

Barge 295, The
Attention: Michael Hessemer
2613 ½ E NASA Pkwy
Seabrook, TX 77586

Send Payment To:

Audacy Operations, LLC
PO Box 74093
Cleveland, OH 44194

Property	DIG-Houston	Order #	3201190
Invoice #	3201190-2	Alt Order #	1004657
Invoice Date	11/30/25	Ext. Opp. ID	
Invoice Month	November2025	Deal #	
Invoice Period	11/01/25-11/14/25	Flight Dates	10/22/25 - 11/14/25
Advertiser	Barge 295, The		
Product	1947035_TheBarge 295 - Houston - Direct - Marketi		
Estimate #			
	AccountExecutive	Tania Forysiak	
	Sales Office	Houston Local	
	Sales Region	Local	
	Agency Code		
	Advertiser Code		
	Billing Calendar	Calendar	
	Billing Type	Cash	
	Special Handling		
	Agency Ref	182465	
	Advertiser Ref	203235	
	Product 1		
	Product 2		

WOPayments Quick Pay Link:<payments.wocentral.com/find>

Quick Pay Code:[3D8AD8A6E8](#)

KILT-FM Digital									
Line	Start Date	End Date	Description	Imp. Booked	Imp. Delivered	Clicks	Rate	Rate Type	Total Amount
1	10/22/25	11/14/25	BrandSocialKILTFM		1	0	\$1,000.00	Flat Fee	\$1,000.00
2	10/22/25	11/14/25	DigitalAudioStreaming(AllStations)0:30	35,750	29,484	0	\$12.00	CPM	\$345.52
3	10/22/25	11/14/25	DigitalAudioStreaming(AudacyAnywhere)0:30	51,750	38,258	0	\$12.00	CPM	\$457.91

Due upon receipt		Net Total	\$1,803.43
		<u>Invoice Balance as of 01/27/26 1:32:01 PM CT</u>	\$1,803.43

We warrant that the actual broadcast information shown on this invoice was taken from the program log. Times are approximate within 15 minutes. Agency and Advertiser agree and acknowledge that Station's Advertising Terms and Conditions govern this contract and are available at www.audacyinc.com.
EFFECTIVE JANUARY 1, 2023, AUDACY WILL BEGIN CHARGING A 2% ADMINISTRATIVE FEE FOR ALL CREDIT CARD TRANSACTIONS PROCESSED BY AUDACY OPERATIONS, LLC, EXCEPT WHERE PROHIBITED BY LAW. WE NO LONGER ACCEPT DEBIT CARDS.



Send Payment To:
Audacy Operations, LLC
PO Box 74093
Cleveland, OH 44194

Invoice #	3200814-2	Invoice Month	November 2025
Invoice Date	11/16/25	Invoice Period	11/01/25 - 11/16/25
Advertiser	Barge 295, The		
Product	Fall Fest 2025		
Estimate #	Fall Fest 2025		

AudacyInc.com

Line	Start Date	End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Type
10	11/03/25	11/14/25	Nick Live Endrmnt	Nick Live Endrmnt	-1111--	:30	4	\$200.00	NM
Weeks: Start Date11/10/25 End Date11/16/25 MTWTFSS-1111-- Spots/Week4 Rate\$200.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
5	KILTF	Tu	11/11/25	5:27 PM	Nick Live Endrmnt	Nick Live Endrmnt	:30	BRGE.30.LIVE.NICK.1111	\$200.00 NM
6	KILTF	W	11/12/25	3:27 PM	Nick Live Endrmnt	Nick Live Endrmnt	:30	BRGE.30.LIVE.NICK.1112	\$200.00 NM
7	KILTF	Th	11/13/25	6:25 PM	Nick Live Endrmnt	Nick Live Endrmnt	:30	BRGE.30.LIVE.NICK.1113	\$200.00 NM
8	KILTF	F	11/14/25	6:57 PM	Nick Live Endrmnt	Nick Live Endrmnt	:30	BRGE.30.LIVE.NICK.1114	\$200.00 NM
11	11/14/25	11/14/25	6:00 AM-10:00 PM	6:00 AM-10:00 PM	----F--	:30	2	\$50.00	NM
Weeks: Start Date11/10/25 End Date11/16/25 MTWTFSS----F-- Spots/Week2 Rate\$50.00									
Spots: #	Ch	Day	Air Date	Air Time	Description	Start/End Time	Length	Ad-ID	Rate Type
2	KILTF	F	11/14/25	8:18 PM	6:00 AM-10:00 PM	6:00 AM-10:00 PM	:30	BARGE FALL FEST. NOV14	\$50.00 NM
1	KILTF	F	11/14/25	9:15 PM	6:00 AM-10:00 PM	6:00 AM-10:00 PM	:30	BARGE FALL FEST. NOV14	\$50.00 NM
Total Spots							62		

Due upon receipt

Net Total \$5,145.00

Invoice Balance as of 01/27/26 1:32:08 PM CT \$5,145.00

We warrant that the actual broadcast information shown on this invoice was taken from the program log. Times are approximate within 15 minutes. Agency and Advertiser agree and acknowledge that Station's Advertising Terms and Conditions govern this contract and are available at www.audacyinc.com.
EFFECTIVE JANUARY 1, 2023, AUDACY WILL BEGIN CHARGING A 2% ADMINISTRATIVE FEE FOR ALL CREDIT CARD TRANSACTIONS PROCESSED BY AUDACY OPERATIONS, LLC, EXCEPT WHERE PROHIBITED BY LAW. WE NO LONGER ACCEPT DEBIT CARDS.



**MEETING MINUTES
FEBRUARY 3, 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, Jared Sessum, Tom Tollett, Angela Cervantes, Summer Sanford. Also in attendance were: City Manager Gayle Cook, Deputy City Secretary Mandy Morales, and City Attorney David Olson. Pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

Alex Villanueva	2800 Seaside Drive	Street lighting near Redbluff
Michael Sample	Seabrook Marina	League City ordinance & derelict/ abandoned boats
Josh Littleman	Lakewood Yacht Club	League City ordinance & derelict/ abandoned boats

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

- Council member Sanford provided an update regarding Trash Bash on Saturday, March 28, 2026.
- Mayor Sweeney provided an update regarding his and other council members' attendance at the Clear Lake Chamber luncheon as well as the BAYHEP banquet.
- Council member Sanford provided an update regarding her attendance at the Public Policy meeting for the Economic Alliance.

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.

City Manager Gayle Cook provided the following updates:

- Acknowledgment and appreciation to Public Works and First Responders for their hard work during the recent winter storm.
- FlashVote surveys
- Boards and Commissions upcoming meetings
- SH146 - TxDOT
- Swimming pool project
- EMS project
- FEMA correspondence & potential grants

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.

The Mayor presented a proclamation to Melissa Prentice with Bay Area Turning Point proclaiming the month of February as Teen Dating Violence Awareness Month.

2.2 Presentation of the Seabrook Police Department Annual Report for 2025

Chief Rolf Nelson presented updates related to:

- The organizational chart
- Calls for Service
- Roadway safety
- Crash overview
- Traffic enforcement
- Commercial vehicle enforcement
- Marine patrol
- The drone program
- Criminal Investigations Division
- Community Outreach and Engagement
- Animal Control
- Illegal camping and unhoused population
- Training
- Staffing, recruiting and promotions
- Property and Evidence Room updated
- Rescue/ High water Vehicle
- Accreditation
- 2026 Goals

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

Fire Chief Nathan Douglas presented updates regarding:

- Calls for service
- EMS Incidents
- Response times
- All district statistics
- Vehicle crashes and extractions
- Water rescues
- Improvements within SVFD

Mayor Jim Sweeney provided the following Statements of Facts prior to Item 3 Consent Agenda:

"I want to briefly clarify a few factual items raised during recent public comments, so the public record remains accurate.

- First, regarding council chamber seating: On January 6, 2026, City Council approved the purchase of new court and council chamber seating in the amount of \$22,235.71. That purchase included 75 guest chairs and related equipment, at an average cost of about \$300 per chair. These chairs were funded entirely through the City's Public Educational and Governmental (PEG Fund), not the General Fund, property taxes, or sales tax. The item was presented publicly and approved by a majority vote of Council.
- Second, questions regarding the TxDOT median installation on NASA Parkway were addressed in a Mayor's factual statement entered into the record at the December 2, 2025 council meeting. That statement accurately reflects the City's limited role and TxDOT's independent engineering decision, and it remains accurate.
- Third, regarding the Seabrook Police Department facility: After voters declined bond proposals for construction of a new police station, Council approved renovations to the

existing police facility. On December 2, 2025, Council unanimously approved a Job Order Contract in the amount of \$464,318.52 to renovate the existing police station, to maintain safety and functionality in a nearly 30-year-old building.

These clarifications are offered to ensure the public record is accurate and complete.”

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.”

Motion:	To Approve 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. 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.

Mayor Jim Sweeney provided an update to Council that, due to the election being held in Council Chambers, the April 21, 2026 meeting could not be held in that location. Council agreed to hold the April 21, 2026 meeting at the Public Works building.

Motion:	To Approve Ordinance 2026-04
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 6 Sanford
Vote:	Passed unanimously by all present

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.

Motion:	To Approve Task Order 4
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann

Seconded By: At-Large Position 3 Tollett
Vote: **Passed** unanimously by all present

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.

Motion: To Approve an interlocal agreement between Seabrook and Clear Lake Shores for animal control services
Made By: Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By: At-Large Position 3 Tollett
Vote: **Passed** unanimously by all present

5. ROUTINE BUSINESS

Mayor Jim Sweeney adjourned regular session and Council entered into Executive Session at 6:50pm under Texas Government Code Section 551.071 Consultation with Attorney;

Mayor Sweeney reconvened into Regular Session at 7:15pm

5.1 Establish future meeting dates and agenda items.

Deputy City Secretary, Mandy Morales, informed council that the next regularly scheduled City Council meeting would be held on February 17, 2026.

There being no further business, Mayor Sweeney adjourned the meeting at 7:16 pm.

APPROVED: _____
Jim Sweeney
Mayor

DATE: _____

ATTEST: _____
Rachel Lewis, TRMC
City Secretary



Agenda Briefing

Date of Meeting: February 17, 2026

Responsible Department: City Secretary's Office

Presenter:

Briefing Prepared By: Gayle Cook

Strategic Focus Area:

General Information:

Consider and take all appropriate action on casting a vote for the Officers of the Houston-Galveston Area Council (H-GAC) 2026 Officers Election.

Executive Summary / Background:

To designate a vote for the H-GAC 2026 General Assembly Board. General Assembly members may vote for the Election Committee candidates or write in another name.

The write in provision is provided in lieu of nominations from the floor.

Nominations are : Councilmember Ross Gordon, City of Bellaire, County Judge Ty Prause, Colorado County and Council Member Joe Garcia, City of Pattison. The City can vote for the nominations above or write in candidates.

Our H-GAC General Assembly Member must sign the Ballot if Council wishes to make a nomination.

The Houston-Galveston Area Council (H-GAC) is the region-wide voluntary association of local governments in the 13-county Gulf Coast Planning Region of Texas. The organization works with local government officials to solve problems across the area. As a local regional planning organization, our job is to provide a forum for collaboration among our members to support our region. This means we can't prioritize one city, county, or school district over another and often means having tough conversations and taking on challenges that affect our entire region.

Programs are carried out under the policy direction of H-GAC's local elected official Board of Directors made up of the region's local governments and their elected officials.

The board is made up of 37 elected officials representing 13 counties, 107 cities, and 11

independent school district members throughout the region. The 13 counties in H-GAC's service region are: Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, Walker, Waller, and Wharton. There are more than 100 member cities in the region.

Funding / Fiscal Information:

Supporting Materials Attached:

1. 2026 H-GAC OFFICERS ELECTION

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

HOUSTON-GALVESTON AREA COUNCIL

OFFICIAL BALLOT*

2026 H-GAC OFFICERS ELECTION

H-GAC Officer Nominations:

CHAIR	Council Member Joe Garcia City of Pattison
CHAIR ELECT	County Judge Ty Prause Colorado County
VICE CHAIR	Council Member Ross Gordon City of Bellaire

PLEASE COMPLETE ONE OF THE FOLLOWING:

_____ I vote for the above Nominees recommended by the H-GAC Election Committee

_____ I cast the following ballots for the 2026 H-GAC Officers: (Please fill in the names)

CHAIR _____

CHAIR ELECT _____

VICE CHAIR _____

Signed _____
H-GAC General Assembly Member

***Ballot must be completed and received no later than Wednesday, February 18th.**



Agenda Briefing

Date of Meeting: February 17, 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 a bid award to Lucas Construction Company Inc. with a base bid of \$1,713,182.00 for the East Meyer Reconstruction Project CIP S26, and authorize the City Manager to execute the contract.

Executive Summary / Background:

The apparent best value bidder for the above-referenced project is Lucas Construction Company, Inc., with a base bid in the amount of \$1,713,182, and a bid for Alternate No. 1 of \$75 per unit, Alternate No. 2 of \$75 per unit, and Alternate No. 3 of \$65. DDG also recommends evaluating the voluntary alternate for possible cost savings. DDG contacted Lucas Construction Company, Inc. and informed them that they are the apparent best value bidder and confirmed that they were confident in their bid. All required post-bid documentation was received by our office within the stipulated ten days of the bid, and the bid was reviewed with no errors or inconsistencies found.

Funding / Fiscal Information:

CO?

Supporting Materials Attached:

1. Contract Award Letter

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Approval

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.

FEBRUARY 3, 2026

BRIAN CRAIG, PUBLIC WORKS DIRECTOR/CITY ENGINEER
CITY OF SEABROOK
1700 FIRST STREET
SEABROOK, TX 77586

EAST MEYER AVENUE IMPROVEMENTS
SEABROOK, TX
CSB #2025-25-346
DDG PROJECT #25-1594

Mr. Craig,

Bids for the above referenced project were received on Tuesday, January 20, 2026 at the City of Seabrook's Council chambers. We received seventeen bids on the project which are detailed in the attached bid tabulation.

The apparent best value bidder for the above referenced project is Lucas Construction Company, Inc., with a base bid in the amount of \$1,713,182, and a bid for Alternate No. 1 of \$75 per unit, Alternate No. 2 of \$75 per unit, and Alternate No. 3 of \$65. DDG also recommends evaluating the voluntary alternate for possible cost savings. DDG contacted Lucas Construction Company, Inc. and informed them that they are the apparent best value bidder and confirmed that they were confident in their bid. All required post-bid documentation was received by our office within the stipulated ten days of the bid, and the bid was reviewed with no errors or inconsistencies found.

At this time, DDG recommends that the base bid and Alternate 1, Alternate 2, and Alternate 3 be awarded to Lucas Construction Company, Inc. provided adequate funding is available.

Upon approval of this recommendation and approval from the City of Seabrook, DDG will be able to move forward with preparing the construction contract documents. If you have any questions or need any additional information, please do not hesitate to call.

Sincerely,



Adam Barnes, PE
Project Manager
DDG, PC

Attachments:

Bid Tabulation
Lucas Construction Company, LLC Bid and Bid Verification



BID TABULATION SHEET
CSB 2025-25-346
EAST MEYER AVENUE IMPROVEMENTS
1/20/2026

It should be noted that figures shown on an initial bid tab represent those compiled at the time of bid opening and per the terms and conditions of the bid solicitation. Other evaluation factors exist and must be considered before an award recommendation is completed.

Company Name	Bid Bond	Base Bid
Environmental Allies	✓	3,850,981.00
Hassell Construction Group	✓	2,369,299.70
icon GC	✓	2,163,900.00
MBN Enterprises	✓	2,763,552.00
Standard Civil LLC	✓	2,584,011.00
Vera Industries LLC	✓	2,494,827.30
Conrad Construction LTD	✓	2,750,213.25
Castillo-Aranda LLC	✓	1,674,828.00
Mar-Con Services LLC	✓	1,902,827.72
Tandem Services	✓	2,246,718.35
Brice Highway LLC	✓	1,949,255.00
Lucas Construction Company	✓	1,713,182.00
Ballast Point Construction Inc	✓	2,170,331.00
Ballew Construction	✓	1,783,911.54
S Rivas Construction LLC	✓	2,919,168.25
Consta Build LLC	✓	1,959,934.10
Team Work Construction	✓	2,255,833.50



February 4, 2026
DDG
1512 Center St Suite 300
Houston, TX 77007
ATTN: Adam Barnes
RE: Letter of Verification – E Meyer Avenue Improvements Bid Proposal

Mr. Barnes,

In accordance with Texas Public Bid Law, and your request for bid verification, we hereby confirm the following regarding our bid for:

Project: E Meyer Avenue Improvements Project No. 2025-25-346

Bid Date: January 20, 2026

Our Submitted Bid Amount:

Base Bid: \$1,713,182.00

Voluntary Alternate: Cement stabilize existing asphalt/base at a depth of 8" and a rate of 6% in lieu of removing that existing asphalt/base, importing structural fill, and lime stabilizing. Deduct \$80,000.00 from Base Bid Amount.

We have reviewed our proposal and all bid documents. We verify that:

- Our bid was prepared in good faith, with full understanding of the plans, specifications, and addenda issued prior to the bid opening.
- The bid amount(s) stated above are correct and were intentionally submitted.
- We acknowledge that our bid, if accepted, will be binding in accordance with Texas Public Bid Law.
- We are prepared to execute the contract and provide all required bonds, insurance, and documentation within the time frames specified.

Please accept this letter as formal verification of our bid. Should you require any additional clarification or documentation, feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Jimmy McGinnis", is written over a horizontal line.

Jimmy McGinnis
Vice President
Lucas Construction



Agenda Briefing

Date of Meeting: February 17, 2026

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on Resolution 2026-01, Authorization for Submission to the Better Utilizing Investments to Leverage Development (BUILD) Grant.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. Resolution 2026-01

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

RESOLUTION 2026-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE FY 2026 BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT PROGRAM; COMMITTING LOCAL MATCH FUNDING; PROVIDING FOR PLANNING ACTIVITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seabrook City Council has expressed its desire to advance public safety and improve transportation conditions for residents, visitors, and roadway users; and

WHEREAS, the City Council supports addressing transportation safety concerns by applying for planning funds to complete all facets of pre-construction for the Old Seabrook Main Street Reconstruction and Network Planning Project running the full length of Main Street, including preliminary engineering, feasibility studies, and environmental requirements; and

WHEREAS, the City conducted community engagement activities at Seabrook's Market Days and with partners and advocates City of Kemah and Harris County Precinct 2, and partner TXDOT, between April 2021 and October 2021 to gather public input related to transportation safety and mobility within the project area, including engagement of a citizen-led stakeholder group in 2025; and

WHEREAS, the results of those community engagement efforts demonstrated strong public support for implementing safety improvements to reduce fatalities, injuries, and property damage within the project area; and

WHEREAS, the City Council supports the submission of an application to the U.S. Department of Transportation for the **FY 2026 Better Utilizing Investments to Leverage Development (BUILD)** grant program; and

WHEREAS, the City Council acknowledges that, pursuant to the FY 2026 BUILD Notice of Funding Opportunity, applicants with a higher percentage of committed non-federal funding may receive favorable consideration; and

WHEREAS, the City Council accepted a twenty percent (20%) match for this BUILD project committed by the Seabrook Economic Development Corporation (SEDC), and

WHEREAS, the City Council commits an additional 3% of local in-kind funds to supplement the SEDC commitment of 20% of non-federal funds to raise the match to 23% of non-federal funds that is a project priority of the USDOT Secretary; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Seabrook, Texas, that the City is authorized to pursue and submit a formal application to the U.S. Department of Transportation for the **FY 2026 BUILD Grant** in the amount of **\$1,045,073.00** (federal funding request of \$800,000.00 and match funding of \$245,073.00) to plan for the Old Seabrook Main Street Network Planning and Reconfiguration Project; and

Section 1. That the City Council hereby commits to providing a **three percent (3%) local in-kind match**, to include relevant staff time and fringe benefits, contingent upon receipt of the requested federal BUILD funding that will complement the 20% cash match provided by the Seabrook Economic Development Corporation; and

Section 2. That the City Manager and other appropriate City officials are authorized and directed to take all actions necessary to carry out the intent of this Resolution and submit the FY 2026 BUILD application on behalf of the City of Seabrook on or before February 24, 2026.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Council of the City of Seabrook, Texas, this **the 17th day of February, 2026**.

Jim Sweeney
Mayor

ATTEST:



Agenda Briefing

Date of Meeting: February 17, 2026

Responsible Department: Emergency Services

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By: Kevin Rodgers

Strategic Focus Area: Consider and take all appropriate action on an amendment to the Public Safety Fund 2026 Budget to approve the request for \$170,545.00 for the funding of various items (attached in your council packets) utilized by the Seabrook Volunteer Fire Department.

General Information:

Consider and take all appropriate action on an amendment to the Public Safety Fund 2026 Budget to approve the request for \$170,546.00, which includes items to be purchased for the Public Safety agencies.

Executive Summary / Background:

The Public Safety Fund Budget is presented to the Council each year to approve the expenditures for the Year. The Funds come from the water bill which is \$3 charge per month per meter and it is on an opt out basis. The only funds historically spent are those collected throughout the previous year minus a 10% amount that is set aside for a Reserve. The public safety fund balance of \$206,746.65. The Public Safety Task Force is requesting \$170,545.00 which includes items to be purchased for the Public Safety agencies. The Public Safety Fund Committee identified all requests as appropriate and justified. This approval will leave a reserve balance of \$36,201.65.

Funding / Fiscal Information:

Public Safety Fund

Supporting Materials Attached:

1. Fire Stokes Basket Info
2. Seabrook Fire
3. Seabrook Fire Request Form Rescue Boat
4. Seabrook Fire Request Form Stokes

Prior Action / Review by Council, Boards, Commissions:

The Public Safety Committee met on January 15, 2026. The committee reviewed and discussed the requested items. These items were deemed appropriate and approved by the committee. These items are recommended to council for approval as presented.

Staff Recommendation:

Recommended for approval by the Public Safety Committee.

As for BayCERT, if we could submit just our top item for the upcoming year, we would appreciate you considering it. Our top item was the purchase of a plastic stokes basket. Looking online here's the link to the cheapest one I could find:



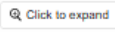
 REPAIR CENTER
Click Here

 LOGIN



CONFINED SPACE ▾ GAS DETECTION ▾ CALIBRATION GAS ▾ FALL PROTECTION ▾ RESPIRATORS ▾ PPE ▾

Home > Junkin JSA-200 Plastic Stokes Basket Rescue Stretcher



JUNKIN JSA-200 PLASTIC STOKES BASKET RESCUE STRETCHER

by Junkin

SKU JSA-200

Sale ~~\$1,400.00~~ **\$1,066.00**

Quantity

–

1

+

Add to cart

Buy with shop

More payment options

**** Very helpful and knowledgeable. HIGHLY recommend. ****

★★★★★ Monique Flinger

If ruggedness and durability is what you need, this high-density polyethylene shell delivers. And it weighs only 31 pounds.

- Yellow high-density polyethylene shell, supported by a stainless steel outer rail, permanently attached with stainless steel semi-tubular rivets.
- Features molded runners, fully exposed outer rail, non-absorbent foam pad secured to stretcher and four patient restraint straps.
- Ideal for unusually rugged rescue situations such as industrial, mining or construction.
- DIMENSIONS: 84-1/2" L x 24" W x 7-1/2" H
- WEIGHT: 31 lbs.
- LOAD CAPACITY: 1200 lbs.

Important Notes

Downloads

Delivery Time: current ship time is about 5 weeks.

Share this:



Subject: tjlm011326-1- SRR 650- Seabrook Fire

From: *Name:* Tina L. Miller
 Phone: 281-334-0815
 Email: tmiller@triadmarine.com

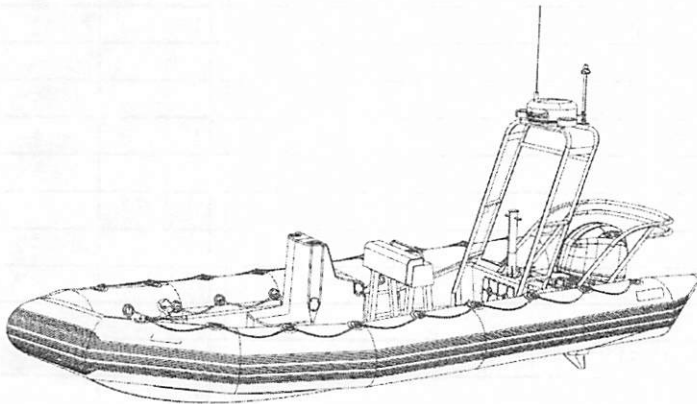
To: *Name:* Kriss Miller
 Phone:
 Email: kmiller172@hotmail.com

Company: *Seabrook Fire Dept. 1/13/2026*

Date:

Triad Marine is pleased to present the following quote for the SRR 650.

Accompanying the quote are general assembly renderings of your vessel, showing basic configuration and an example dash layout.



1. PRICE & CONFIGURATION

	SRR 650	QTY	Extended
RHIB			
	SRR 650 Grey Hull	1	
	SRR 650 RED Tube (CSM/ Hypalon 1670 Dtex)	1	
	- Auto Inflate System	1	
	- Step Tread on the Collar	1	
Structural System			
	Small Birdsall Fiberglass Console	1	
	- Console Grab Handle		
	Folding AFT Light Arch		
	Engine Guard/ Rope Guard	1	
	Learning Bolster	1	
	Aft Tow Post	1	
	Bow Samson Post	1	
Nav- Com Package			
	Garmin, 115 VHF Radio	1	
	Garmin, 943XSV w/ Transducer	1	
	Garmin, FANTOM 18 Black Radar Dome.	1	
	Hela Nav Light Package	1	
	Rigid LED Flood Light Package	1	
	Richie F83 Compass	1	
	Courtesy Light Package (Red)	1	
	Siren/ Light Package Whelen Light Bar	1	
Propulsion System			
	Yamaha F150XCA Outboard Engine	1	
	Yamaha Single Pre Rig System	1	
	Yamaha Propeller	1	
Standard Equipment			
	SRR 650 Single Steering System	1	
	SRR 650 Single Fuel System (63 gal US)	1	
	Bilge Pump Package (1500 GPH)	1	
	Vent Package/ Label Package	1	

	SRR 650	QTY	Extended
Electrical System.			
	1 Engine/ 2 Battery System	1	
	6 Switch Panel	1	
Misc.			
	Ez Loader Trailer	1	
	Logos and Lettering, TBD By Customer	1	
	Sea Trial	1	
	Delivery and Prep	1	
	Armstrong Ladder	1	
		SRR 650 Qty(1):	\$ 147,042.00
		Shipping <u>Estimate</u> to Seabrook, Texas:	\$ 7,000.00
		Total Sales Price SRR 650 Seabrook FD:	\$ 154,042.00

2. PRICE & CONFIGURATION

Price:

All prices are in USD, taxes not shown. No sales tax to be charged if customer can provide Sales and Tax Resale/Exemption Certificate. Sales and Resale/Exemption Certificate must be provided at time of order.

Tariffs and trade regulations can change frequently. We reserve the right to modify our pricing to account for any changes in tariffs or government regulations that may affect the price of our products. Customers will be informed of any such changes with justification, upon Triad price impact determination. Remedy will be mutually agreed before shipping.

Shipping Terms:

DAP Seabrook Texas.

Payment Schedule:

25% At Time of Order (custom order)

Net 30 on Balance at Delivery

Delivery:

Estimate Date of Readiness to be Shipped:

12 to 18 Months from Date of PO

Validity:

Prices shown on this quote sheet are valid for **60 Days** from Date of Quote.
General Selling Conditions:

1. All custom orders are not returnable.
2. Packaging, freight, and shipping fees are estimates. The actual amount will be provided at time of invoicing

Acceptance of Order:

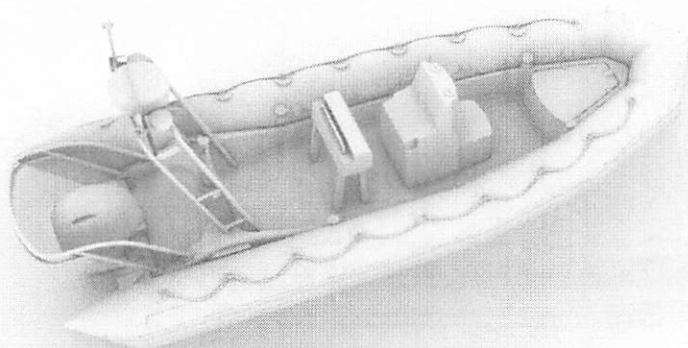
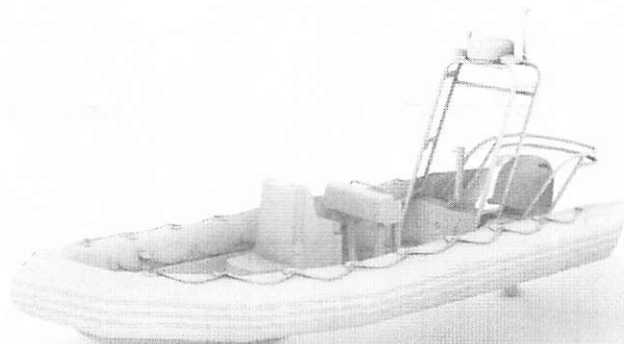
I agree to the terms and prices of this proposition

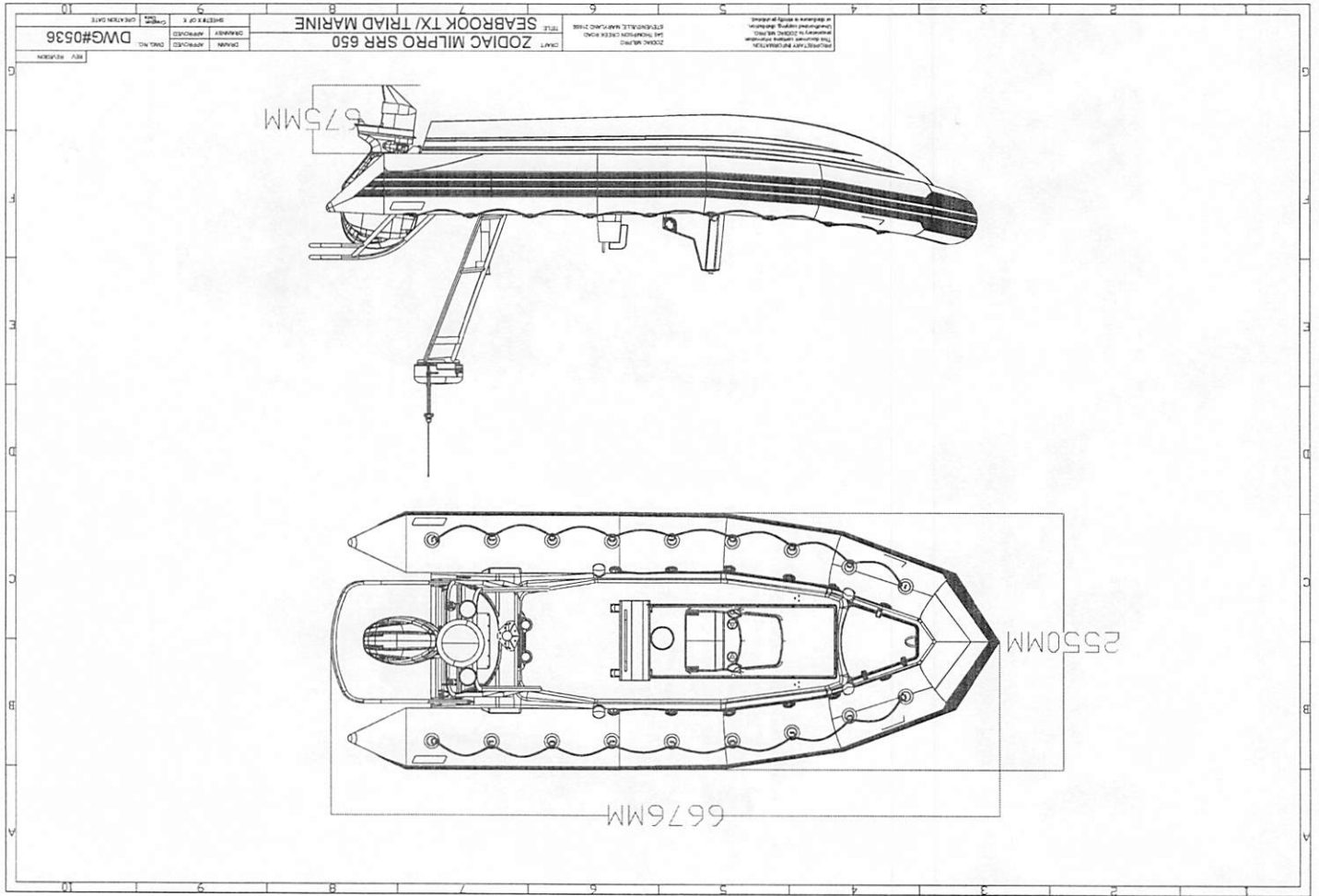
NAME: _____

COMPANY: _____

SIGNATURE _____

MILPRO





Public Safety Fund Purchase Plan Request Form

Date of Request:

1/15/2026

Submitter:

Andy Castiglione

Presenter:

Kevin Rodgers

Description/Subject:

Fire Department Rescue Boat

Purpose/Need:

The Fire Department's current rescue boat has reached the end of its service life and is increasingly unreliable due to age, mechanical issues, and outdated safety features. Replacing it is essential to ensure rapid, dependable response to water rescues, flooding incidents, and marine emergencies.

Estimated Cost:

\$ 154,042.00

Impacted Parties:

Miscellaneous Comments:

The cost will potentially go up for misc outfitting the new boat. Add 10%

Task Force Approved

YES

NO

DATE: 01/15/2026

Seabrook Police Department

Yes X No

Seabrook Volunteer Fire Department

Yes X No

Seabrook Office of Emergency Management

Yes X No

Seabrook Public Works

Yes X No

Seabrook Emergency Medical Service

Yes X No

Community Emergency Response Team

Yes X No

Kevin Rodgers
Chairman Signature

DATE: 01/15/2026

Public Safety Fund Purchase Plan Request Form

Date of Request:

1/12/2026

Submitter:

Kevin Rodgers

Presenter:

Kevin Rodgers

Description/Subject:

Stokes Basket / Rescue Stretcher

Purpose/Need:

A Stokes rescue basket is an essential piece of equipment because it provides a safe and secure method for patient packaging and transport in challenging environments. During disasters, rescues may involve confined spaces, floodwaters, collapsed structures, steep terrain, or areas inaccessible to standard stretchers. The Stokes basket

Estimated Cost:

\$ 1,100.00

Impacted Parties:

First responders, CERT volunteers, fire personnel, and emergency medical providers, will benefit from having a reliable tool that improves patient packaging and transport.

Miscellaneous Comments:

Task Force Approved

YES

NO

DATE: 01/15/2026

Seabrook Police Department

Yes X No

Seabrook Volunteer Fire Department

Yes X No

Seabrook Office of Emergency Management

Yes X No

Seabrook Public Works

Yes X No

Seabrook Emergency Medical Service

Yes X No

Community Emergency Response Team

Yes X No

Kevin Rodgers

Chairman Signature

DATE: 01/15/2026



Agenda Briefing

Date of Meeting: February 17, 2026

Responsible Department: Public Works

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

Briefing Prepared By: Brian Craig

Strategic Focus Area: Infrastructure

General Information:

Consider and take all appropriate action on a proposal with GoVapex of Newman Regency Group on the Robinson Lift Station Odor Control project through TIPS Purchasing Cooperative Contract #25010401 for an amount of \$164,588.00, and authorize the City Manager to execute the proposal and all associated documents.

Executive Summary / Background:

Staff has found that with the redirected flows from the Main Street Lift Station to the new Robinson Lift Station via forcemain, we have increased odors caused by hydrogen sulfide gasses. Installation of the proposed VAPEX Odor Control device will remove the onsite hydrogen sulfide gasses at the Robinson Lift Station.

Please note that staff has also received complaints from Seascape II residents and trail walkers in the area.

The cause of the gases is due to the length of the new forcemain and lack of oxygen; the forcemain system has gone anaerobic.

The ozone system decomposes hydrogen sulfide (rotten egg smell) into odorless products — sulfur, sulfite, sulfate in water and sulfur dioxide.

The proposal is from a verified TIPS contract.

Funding / Fiscal Information:

Funds available in 29-290-6052

Supporting Materials Attached:

1. 1-29-2026 City of Seabrook - VAPEX Odor Control - Newman Regency - TIPS

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Staff recommend approval

City of Seabrook, TX Robinson Lift Station VAPEX Odor Control

January 29th, 2026



We invite you to be
one of our customers

NEWMAN REGENCY GROUP
WATER/WASTEWATER EQUIPMENT


A **UFT** Company



**FIRM PROPOSAL
PRESENTED TO:
City of Seabrook
Robinson LS
January 14, 2026**

2971-B Oxbow Circle
Cocoa, FL 32926
(407) 977-7250
www.GOVAPEX.com

1. DESIGN BASIS

Application:	Odor
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2. EQUIPMENT SUPPLIED

- 1 MICRO
- 2 HV Nozzle - Flexible
- 200 ft Oxidant Tubing
- 200 ft Water Tubing
- 1 FeNT - 8", 6", 4"
- 150 ft 2.5" Zipper Cable Sheath
- 2 IOM Manuals
- 1 Installation Kit - MICRO - HV Nozzle
- 1 Spare Parts Kit - MICRO
- 1 ENV Enclosure
- 1 Air Conditioner - 12,000 BTU

3. SERVICES

GOVAPEX™ will furnish the following services:

- One (1) GOVAPEX™ certified technician for two (2) days during one (1) trip to assist in:
 - * Installation inspection
 - * Start-up supervision
 - * Operator training
 - 2 GOVAPEX™ certified technician semiannual visits commencing 6 months from startup
- Installation or Startup of the air conditioner is NOT performed by GOGOVAPEX™

4. PATENTS

The Equipment and/or Process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

5. PURCHASE PRICE

All of the above listed for.....	\$ 173,250	USD
	\$ 8,663	
	\$ 164,588	

F.O.B. jobsite, Taxes Excluded

5.1 VALIDITY

Proposal: This proposal is valid for 60 days from proposal date. All prices are guaranteed for one year from date of GOVAPEX™ acceptance of a Purchase Order. This proposal does not include applicable sales and use taxes which will be applied to the final invoice. Please provide tax exemption certificates(s) if applicable.

Acceptance: To accept this proposal send a Purchase Order to GOVAPEX™ Corporate Headquarters - OR - complete the acceptance information below. All Purchase Orders shall include:

- a. Purchase Price quoted in this document
- b. Ship to address, contact name and phone number
- c. Bill to address, contact name, phone number and fax number
- d. Requested delivery date
- e. Tax exemption information if applicable

5.2 PAYMENT TERMS

- 25% upon Submittal Submission or receipt of Submittal Waiver - Net 30 days
- 70% upon delivery - Net 30 days
- 5% Net thirty (30) days after equipment startup and training

FOB jobsite. Sales and or Use tax is not included in this proposal. If applicable, provide tax exemption information. Applicable tax is invoiced with purchase on date of shipment if tax exemption information is not received.

Orders: Orders are subject to credit evaluation and acceptance. All orders are subject to GOVAPEX™ terms and conditions stated in this document.

Production: GOVAPEX™ requires 4 to 6 weeks from the receipt of approved submittals or waiver of submittals for shipment.

Late Payment Penalty: Invoices not paid 31 days after the invoice date are subject to a Service Charge of 1-½% per month on the unpaid balance.

Cancellation: Unless otherwise specified in writing by the parties, the Buyer may not cancel the order, except upon written notice and payment to Seller of an amount covering all costs incurred under the Order, all costs which arose out of the cancellation, and a cancellation fee of 30% of the Order Price. Materials received and Goods manufactured in part or whole under the Order prior to the time of cancellation shall be retained by and shall be property of the seller. When calculating the cancellation related costs, payments made by the buyer to seller prior to cancellation shall be taken into account.

Title: Title to GOVAPEX™ Radical Odor Control Systems and supplied equipment (the Goods) shall remain vested in GOVAPEX™ and shall not pass to the buyer until the purchase price for the Goods has been paid in full and received by GOVAPEX™ Environmental Technologies, LLC.

Start-Up: Start-up services include equipment start-up, warranty certification and onsite equipment operation and maintenance training. Trip fees may apply for additional training visits, multi-phase start-up or non-standard installations. Prior to scheduling the GOVAPEX™ technician, the Customer shall verify that the site is prepared for start-up by completing the start-up form submitted at the time of Invoicing. If the site is not prepared when the technician arrives and the start-up is rescheduled, the customer will be responsible for payment of additional trip fees for the technician at current GOVAPEX™ trip rates.

Important Notes: Regarding GOVAPEX™ Radical Odor Control system Wet Well installations. If the system is treating a wet well (or lift station) all access for cables, wires or sample tubing shall be sealed. All conduit connections into the well must be sealed. If a vent is required, a GOVAPEX™ supplied vent must be installed. GOVAPEX™ strongly recommends that all ferrous metal hardware within the well be epoxy coated to prevent premature corrosion. Pump and/or grinder cables coated in natural rubber will deteriorate. If there are pump and/or grinder cables located inside the wet well they must be of a material compatible to sulfuric acid >10% and ozone or the pump

cables must be sleeved with a PVC cable sheath (not provided by GOVAPEX™ unless listed in the Equipment Supplied section of this document). Cables must be sleeved by the customer/contractor prior to equipment start-up. Contact GOVAPEX™ for additional information.

6. WARRANTY

Limited Mechanical Warranty Policy

GOVAPEX™ Equipment is warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation, operation and maintenance instructions. This policy and maintenance instructions. This policy is as follows:

- GOVAPEX™ VM - 18 months from shipment or 12 months from start-up whichever occurs first
EXCLUSION: Air Conditioner is warranted by manufacturer's warranty

To make claim under this Warranty, Buyer must notify GOVAPEX™ within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by GOVAPEX™ or its service representative.

GOVAPEX™ Equipment may be deemed nonconforming only by an authorized GOVAPEX™ representative. Returns will not be accepted unless GOVAPEX™ has authorized said return in writing. If the GOVAPEX™ inspection indicates non-conforming materials and/or workmanship, the Equipment will, at GOVAPEX™'s option, either be repaired or replaced without charge. Upon receipt of GOVAPEX™'s written consent, Equipment may be promptly returned to the GOVAPEX™ factory, F.O.B. However, under certain circumstances, GOVAPEX™ may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide GOVAPEX™, its employees and/or representatives, free of charge, onsite access to the Project site and any necessary utilities and plant personnel needed by GOVAPEX™ for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this warranty:

1. Equipment is used for purposes other than those for which it was designed;
2. Equipment is not used in accordance with generally approved practices;
3. Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, brownout or vandalism, etc.;
4. Unauthorized alterations to or modifications of the Equipment not approved by GOVAPEX™ in writing;
5. Abuse, neglect or misuse of Equipment, including but without limitation, operation of Equipment after a defect is discovered;
6. Operation of Equipment by persons not properly trained for that purpose;
7. Failure to operate the equipment in accordance with GOVAPEX™'s specifications, O&M manuals or other written guidelines, and/or
8. Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

Notes:

A. GOVAPEX™ is not liable for any corrective work or expenditure that has not been authorized by

GOVAPEX™ in writing prior to the commencement of such work and prior to committing to such expenditures.

B. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at GOVAPEX™'s current per diem plus all travel and living expenses.

C. Onsite labor and freight are not covered by this Warranty.

D. During the Warranty period, all mechanical, electrical and electro-mechanical parts are warranted provided monthly maintenance is performed and documented and is in conformance with all terms and conditions stated in the warranty section.

E. Following a Warranty claim, verification of proper operations and maintenance is required.

F. Physical damage due to external forces and/or accident is not covered by this Warranty including, but not limited to, lightning strikes, brownout damage, electrical surging, flooding, fire, freezing, etc.

G. The effects of corrosion and unforeseeable environmental characteristics are excluded from this Warranty.

H. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

GOVAPEX™ SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (FOR CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE EQUIPMENT.

This exclusion applies even if the Warranty fails of its essential purpose and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

Any modification of this Warranty must be in writing and signed by an authorized representative of GOVAPEX. An adjustment made per this Warranty does not void the Warranty, nor does it imply an extension of the Warranty Period. Equipment repaired during the Warranty Period carries the un-expired portion of this original Warranty only. This Warranty is governed by the laws of the state of Florida.

7. ACCEPTANCE & PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Firm Proposal?
(Customer to complete)

☐ No

☐ Yes - Please complete below - Send copy of Purchase Order

PO Number: _____ **Taxes are not included in the Purchase Price and will be added to the PO amount unless accompanied with a Sales Tax Exemption Certificate**
 PO Amount: _____

Is this purchase sales tax exempt?

☐ No - Taxes apply

☐ Yes - Please send copy of sales tax exemption certificate with this submission

Upon signature by Customer and submission to GOVAPEX™ Environmental Technologies, this Firm Proposal shall be considered as Accepted as an Order and shall become legally binding unless this Order is rejected by GOVAPEX™ Environmental Technologies for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order, (2) changes have been made to this document (other than completion of the purchase order information and the signature block), (3) the PO Amount does not match the Purchase Price, or (4) the requested purchase order information or signature is incomplete or does not match our records or the rest of this document.

Name:	
Title:	
Organization:	
Signature:	
Date:	

PAYMENT TERMS:

- Payment Terms: 25% upon Submittal Submission or receipt of Submittal Waiver, net 30 days. 70% upon receipt of equipment onsite not to exceed 30 days. 5% net 30 days after equipment start-up.
- Sales and use tax not included. Please provide tax exemption information. Applicable tax is invoiced with purchase on date of shipment if tax exemption information is not received.
- Bonds: Payment and performance bonds are excluded; if required, add 2.5% to contract value.
- Change Orders: Any equipment or materials outside the described scope will require a written, signed change order and may be billed T&M unless otherwise agreed.
- Site Access, Delivery & Delays: Client to provide safe, continuous access to for third party delivery. Client to provide means of safely offloading equipment from third party delivery service. Standby, remobilization, or disruption costs may apply for delays outside our control.
- Full Terms & Conditions are incorporated by reference and available upon request; they govern in the event of conflict.

ASSUMPTIONS & CLARIFICATIONS:

- Scope is limited to equipment only.
- Any and all Civil, Mechanical and Electrical is not included.
- Any and all additional or modifications to support beams, grating and handrail is not included.
- NEMA4X Control Panel shipped loose. Starters or Installation not included.
- Factory Start-Up is provided once installation of equipment has been verified. 1 Trip/2 Days.

STANDARD TERMS AND CONDITIONS

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs.

STANDARD TERMS AND CONDITIONS

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

STANDARD TERMS AND CONDITIONS

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Authorized Signature/Date

Authorized Signature/Date

Printed Name/Company

Printed Name/Newman Regency Group



Agenda Briefing

Date of Meeting: February 17, 2026

Responsible Department: Public Works

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

Briefing Prepared By: Brian Craig

Strategic Focus Area: Quality of Life

General Information:

Consider and take all appropriate action on the City of Seabrook entering into an interlocal agreement with Harris County for the planting of trees within the Red Bluff right of way, and authorize the City Manager to execute the agreement.

Executive Summary / Background:

Parks and Trails board member John Coggeshall brought the planting of trees within the Red Bluff ROW before Council at the October 15, 2024, meeting Item 6.4 and received a motion to move forward with the project. City staff prepared the Interlocal Agreement and plans for this project and to date we have approval from CenterPoint and Harris County ROW permit office. With approval by City Council, the ILA will go before Harris County Commissioner's Court for approval.

Funding / Fiscal Information:

Maintenance, liability and any replacement costs

Supporting Materials Attached:

1. Red Bluff Tree Plan - 2nd submittal
2. Application/Permit
3. Interlocal Agreement
4. Signed Bond for City

Prior Action / Review by Council, Boards, Commissions:

Park and Tree approval 8/1/2024 and Council approval 10/15/2024

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.



NOTES:

- 1) Trees of Houston/City of Seabrook will water trees for first 2 years.
- 2) Annual tree trimming will be performed by City of Seabrook every year in the fall.
- 3) City of Seabrook will remove any debris/leaves every year in the fall.
- 4) Contractor shall notify Harris County prior to commencing construction and/or backfilling any utilities within Harris County Right-of-Way. Contractor to contact Public Review Department at 713-274-3931 or Public.Review@harriscountytexas.gov.
- 5) Signed/sealed As-built drawings for all work in the Harris County road right of way must be submitted to Harris County per current regulation, prior to requesting the inspection. Submit drawings to: ePermits when requesting an inspection. Please utilize <https://epermits.harriscountytexas.gov/InspectionRequest.aspx>

- 30 Gallon Tree Species List**
- Persimmon
 - Parsley Hawthorn
 - Texas Pistache
 - Redbud
 - Waxmyrtle
 - Mexican Plum



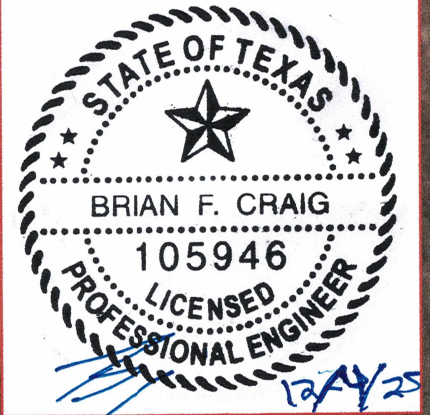
Project #: 9152025 RedBluffTrees

30 Gallon Tree Species List

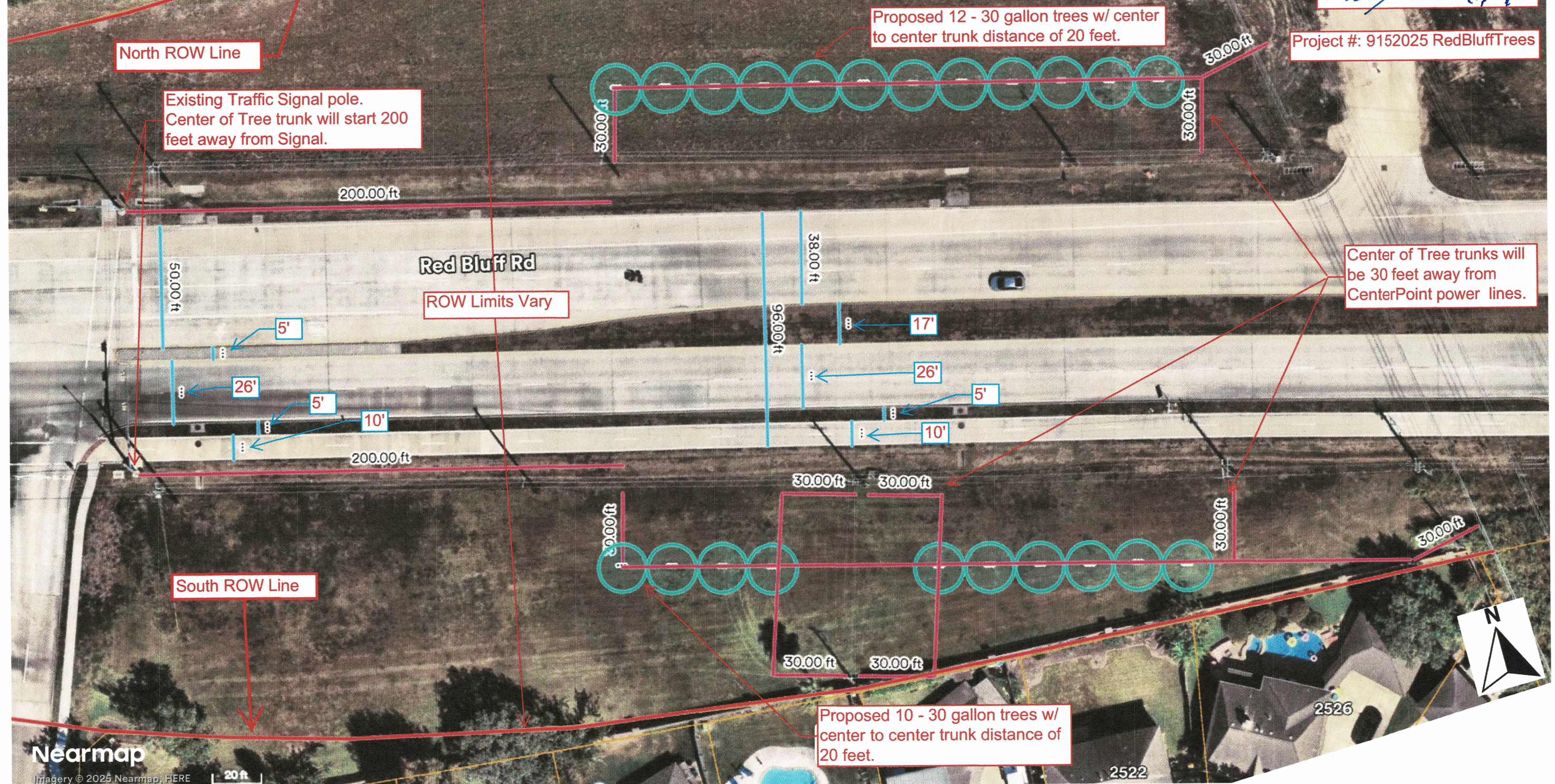
- Persimmon
- Parsley Hawthorn
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- Mexican Plum

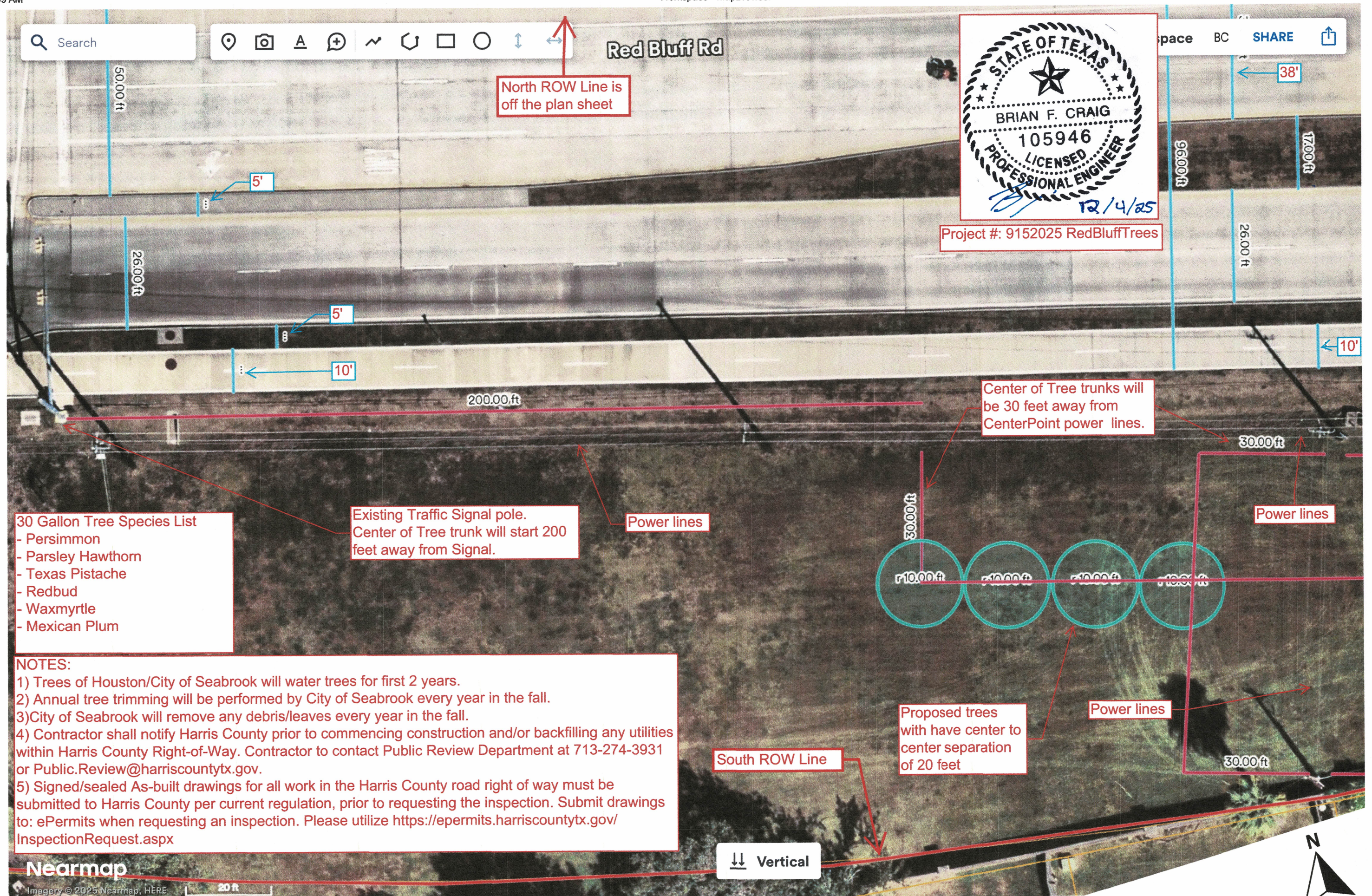
NOTES:

- 1) Trees of Houston/City of Seabrook will water trees for first 2 years.
- 2) Annual tree trimming will be performed by City of Seabrook every year in the fall.
- 3) City of Seabrook will remove any debris/leaves every year in the fall.
- 4) Contractor shall notify Harris County prior to commencing construction and/or backfilling any utilities within Harris County Right-of-Way. Contractor to contact Public Review Department at 713-274-3931 or Public.Review@harriscountytexas.gov.
- 5) Signed/sealed As-built drawings for all work in the Harris County road right of way must be submitted to Harris County per current regulation, prior to requesting the inspection. Submit drawings to: ePermits when requesting an inspection. Please utilize <https://epermits.harriscountytexas.gov/InspectionRequest.aspx>

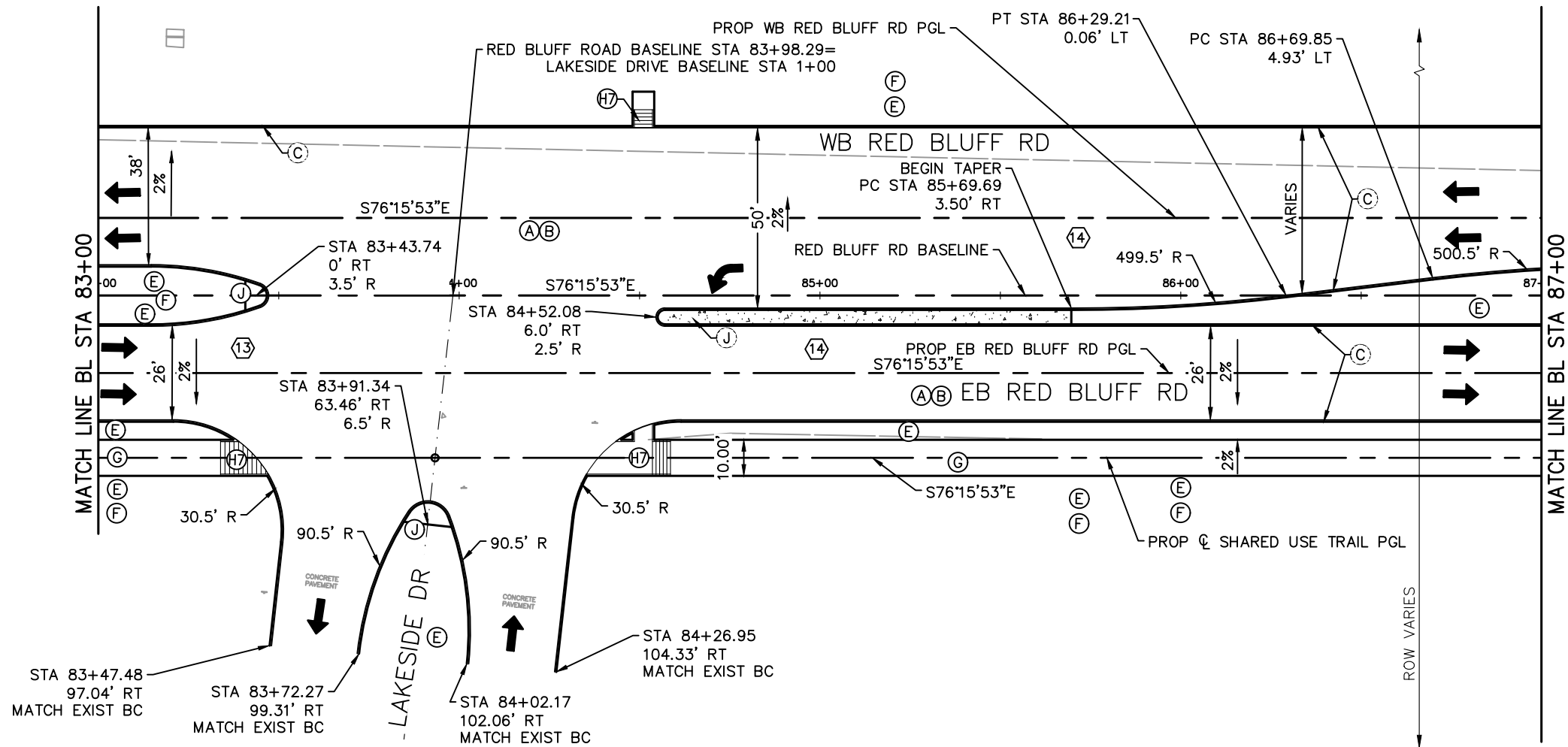


Project #: 9152025 RedBluffTrees



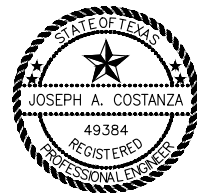
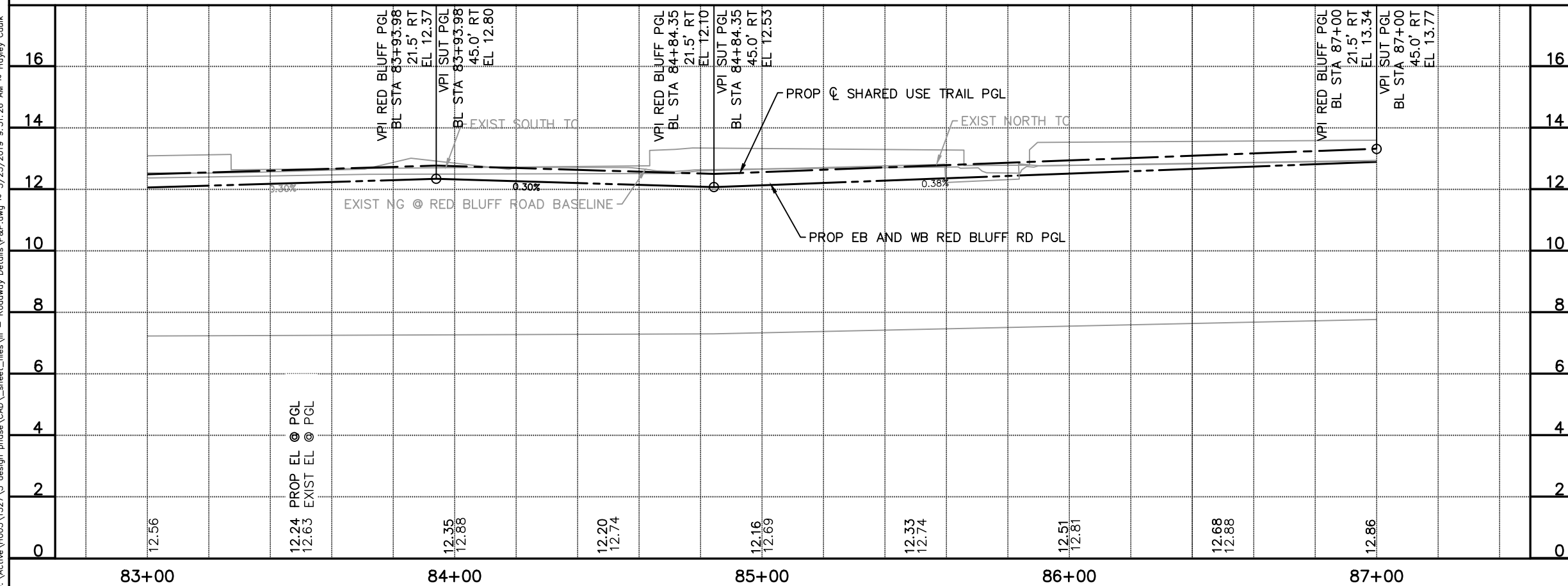


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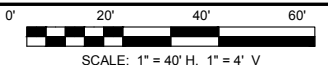


- LEGEND**
- (A) CONC PVMT (JRCP) (11")
 - (B) LIME TRT SUBGRADE (8")
 - (C) CONC CURB (TYPE II)
 - (D) MSE WALL
 - (E) BLOCK SODDING
 - (F) DRILL SEED (PERM)(URBAN)(CLAY)
 - (G) CONC PVMT (JRCP)(6")
 - (H) CURB RAMP (TYPE)
 - (I) EXIST PAVEMENT
 - (J) RIPRAP (CONC)(4")
 - (K) CONC CURB (DOWEL)(TYPE II)
 - # TYPICAL SECTION NUMBER
 - # DRIVEWAY NUMBER
- PROP DITCH
- ← PROP DIRECTION OF TRAFFIC
- ← EXIST DIRECTION OF TRAFFIC
- SUT - SHARED USE TRAIL

- NOTES:**
- ALL STATIONING AND OFFSETS ARE BASED ON RED BLUFF ROAD BASELINE.
 - FOR BASELINE, PGL AND SHARED USE TRAIL (SUT) CURVE DATA SEE SHEETS 4-8.
 - UTILITY INFORMATION IS APPROXIMATE. UTILITIES PRESENTED ON THESE DRAWINGS ARE SHOWN BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY THE EXACT LOCATION IN THE FIELD BEFORE COMMENCING CONSTRUCTION. CONTRACTOR SHALL NOTIFY TEXAS ONE CALL AT 713-223-4567/800-245-4545 AND LONE STAR ONE CALL AT 800-669-8344 AT LEAST 48 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION.



JOSEPH A. COSTANZA, P.E.
DATE: 5/15/2019



J.A. COSTANZA & ASSOCIATES
ENGINEERING, INC.
T.B.P.E. FIRM REGISTRATION No.: F-652
4301 CENTER ST. DEER PARK, TX 77536 281-930-9339

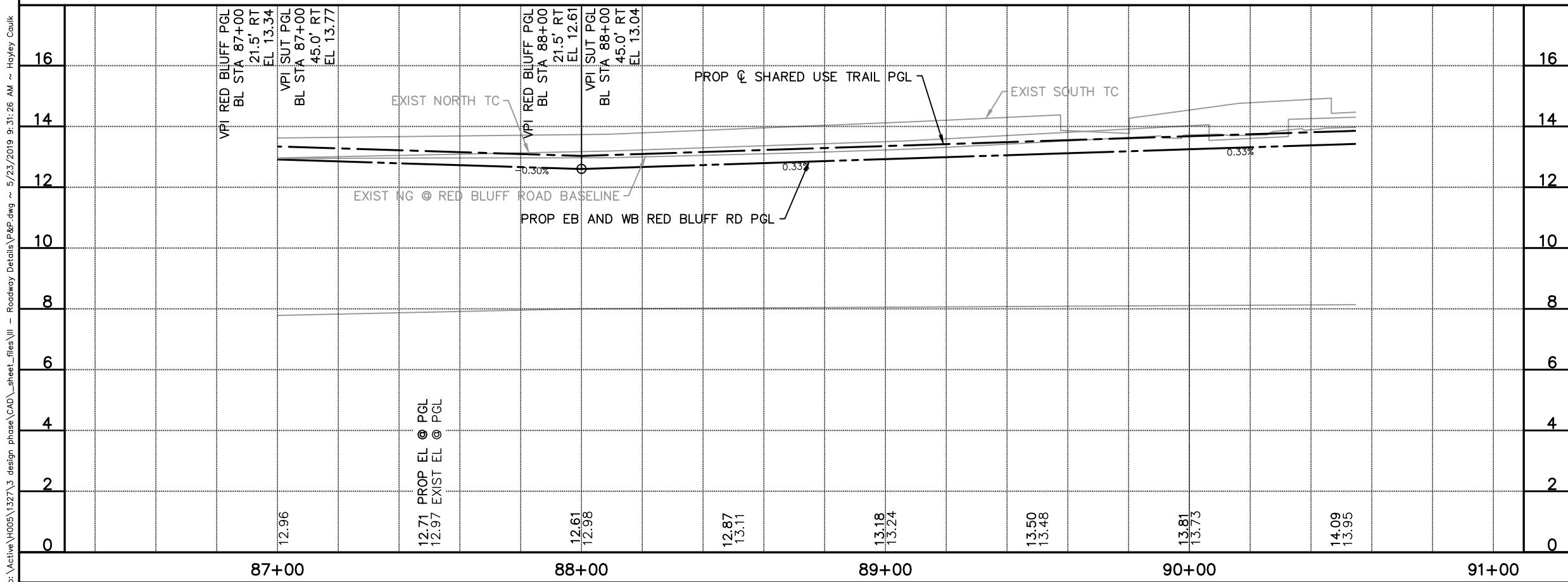


RED BLUFF ROAD
STA 83+00 TO STA 87+00

SHEET 18 OF 22

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED:	6	Texas		CR
DRAWN:	RS	STATE DISTRICT	COUNTY	CONTROL No.
CHECKED:	GP	12	Harris	0912
			SECTION No.	JOB No.
			72	340
				SHEET No.
				119

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LEGEND

- (A) CONC PVMT (JRCP) (11")
- (B) LIME TRT SUBGRADE (8")
- (C) CONC CURB (TYPE II)
- (D) MSE WALL
- (E) BLOCK SODDING
- (F) DRILL SEED (PERM)(URBAN)(CLAY)
- (G) CONC PVMT (JRCP)(6")
- (H) CURB RAMP (TYPE)
- (I) EXIST PAVEMENT
- (J) RIPRAP (CONC)(4")
- (K) CONC CURB (DOWEL)(TYPE II)
- (#) TYPICAL SECTION NUMBER
- # DRIVEWAY NUMBER

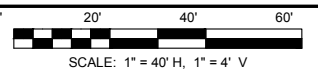
- PROP DITCH
- ← PROP DIRECTION OF TRAFFIC
- ↔ EXIST DIRECTION OF TRAFFIC
- SUT - SHARED USE TRAIL

NOTES:

- ALL STATIONING AND OFFSETS ARE BASED ON RED BLUFF ROAD BASELINE.
- FOR BASELINE, PGL AND SHARED USE TRAIL (SUT) CURVE DATA SEE SHEETS 4-8.
- UTILITY INFORMATION IS APPROXIMATE. UTILITIES PRESENTED ON THESE DRAWINGS ARE SHOWN BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY THE EXACT LOCATION IN THE FIELD BEFORE COMMENCING CONSTRUCTION. CONTRACTOR SHALL NOTIFY TEXAS ONE CALL AT 713-223-4567/800-245-4545 AND LONE STAR ONE CALL AT 800-669-8344 AT LEAST 48 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION.



JOSEPH A. COSTANZA, P.E.
DATE: 5/15/2019



J.A. COSTANZA & ASSOCIATES
ENGINEERING, INC.

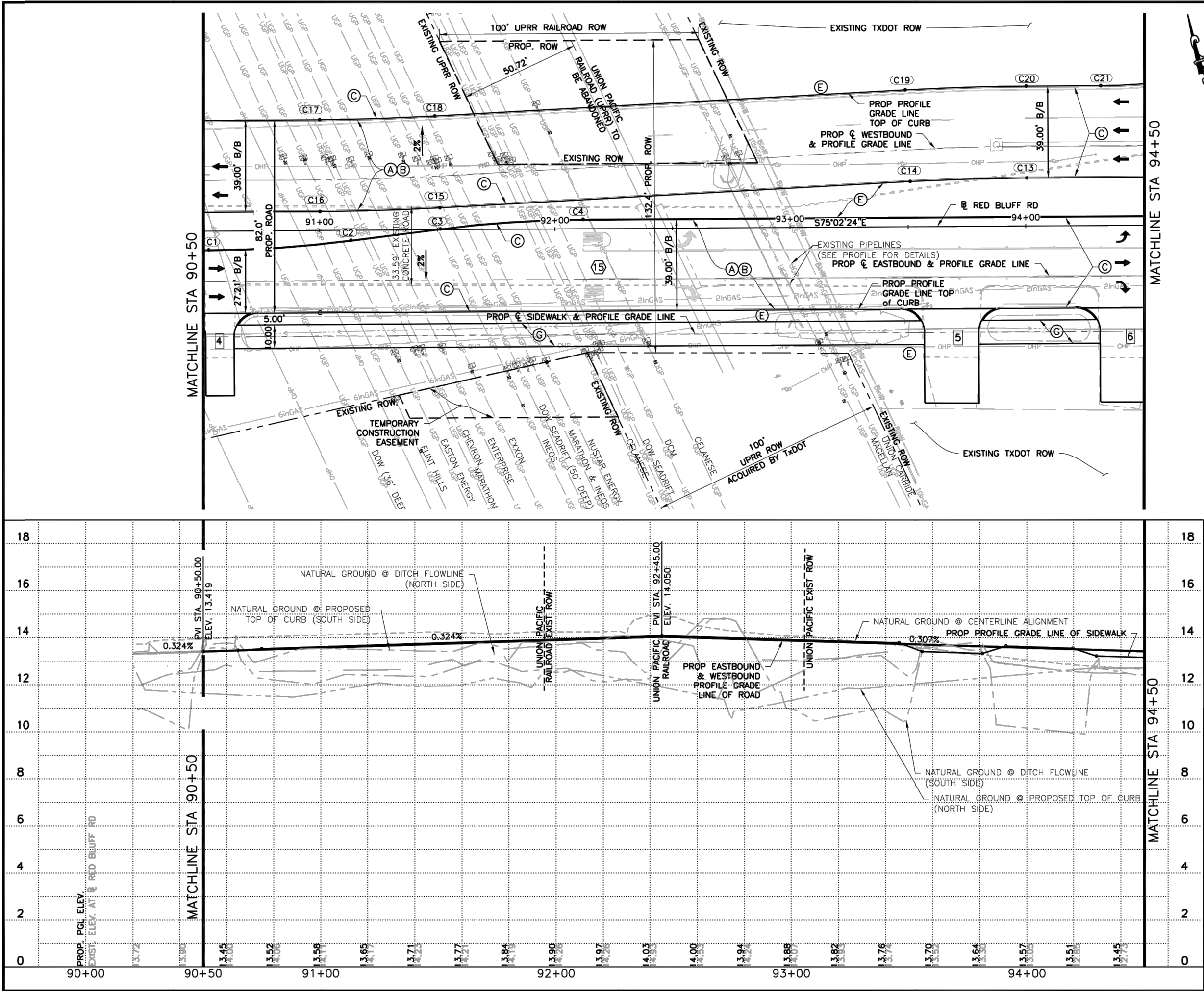
T.B.P.E. FIRM REGISTRATION No.: F-652
4301 CENTER ST. DEER PARK, TX 77530 281-930-9339



RED BLUFF ROAD PLAN AND PROFILE STA 87+00 TO STA 90+50

SHEET 19 OF 22

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.		
CHECKED:	6	Texas		CR		
DRAWN:	RS	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.
CHECKED:	GP	12	Harris	0912	72	340
						SHEET No. 120

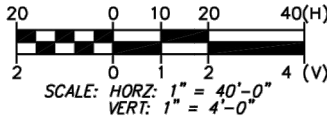
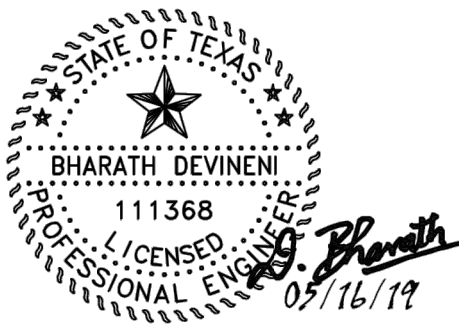


LEGEND

- (A) CONC PVMT (JRCP) (11")
- (B) LIME TRT SUBGRADE (8")
- (C) CONC CURB (TYPE II)
- (D) MSE WALL
- (E) BLOCK SODDING
- (F) DRILL SEED (PERM)(URBAN)(CLAY)
- (G) CONC PVMT (JRCP)(6")(SUT)
- (H) CURB RAMP (TYPE)
- (I) EXIST PAVEMENT
- (J) RIPRAP (CONC)(4")
- (#) TYPICAL SECTION NUMBER
- NG NATURAL GROUND
- ← PROP DIRECTION OF TRAFFIC
- ← EXIST DIRECTION OF TRAFFIC
- (CXX) CURB STATION OFFSET
- [#] DRIVEWAY NUMBER
- SUT - SHARED USE TRAIL

NOTES:

- UTILITY INFORMATION IS APPROXIMATE. UTILITIES PRESENTED ON THESE DRAWINGS ARE SHOWN BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY THE EXACT LOCATION IN THE FIELD BEFORE COMMENCING CONSTRUCTION. CONTRACTOR SHALL NOTIFY TEXAS ONE CALL AT 713-223-4567 OR 800-245-4545 AND LONE STAR ONE CALL AT 800-669-8344 AT LEAST 48 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION.
- FOR CURB STATION OFFSETS, REFER TO NEXT SHEET.
- ALL DIMENSIONS AND STATION OFFSETS ARE TO BACK OF CURB UNLESS SPECIFIED.



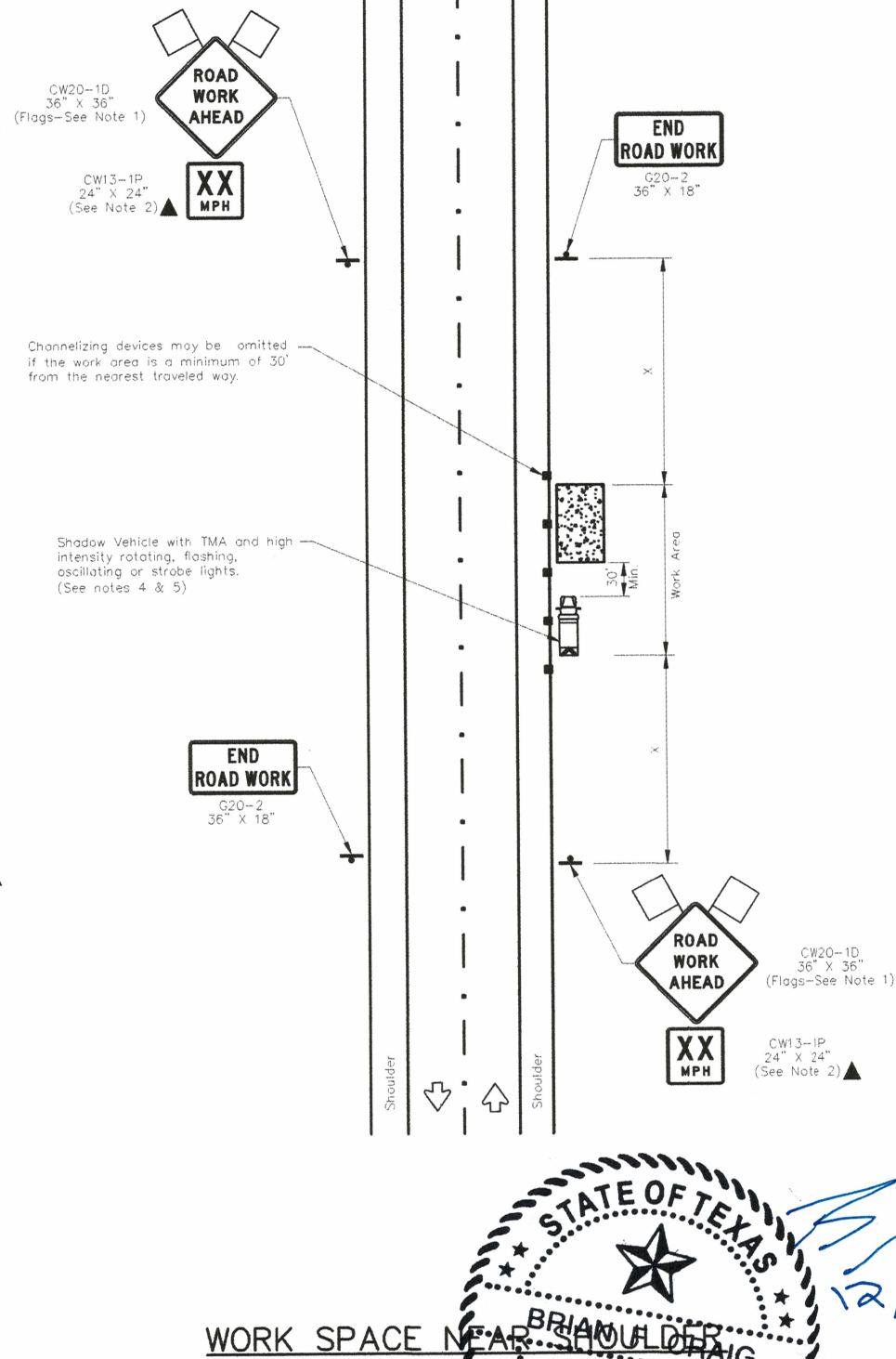
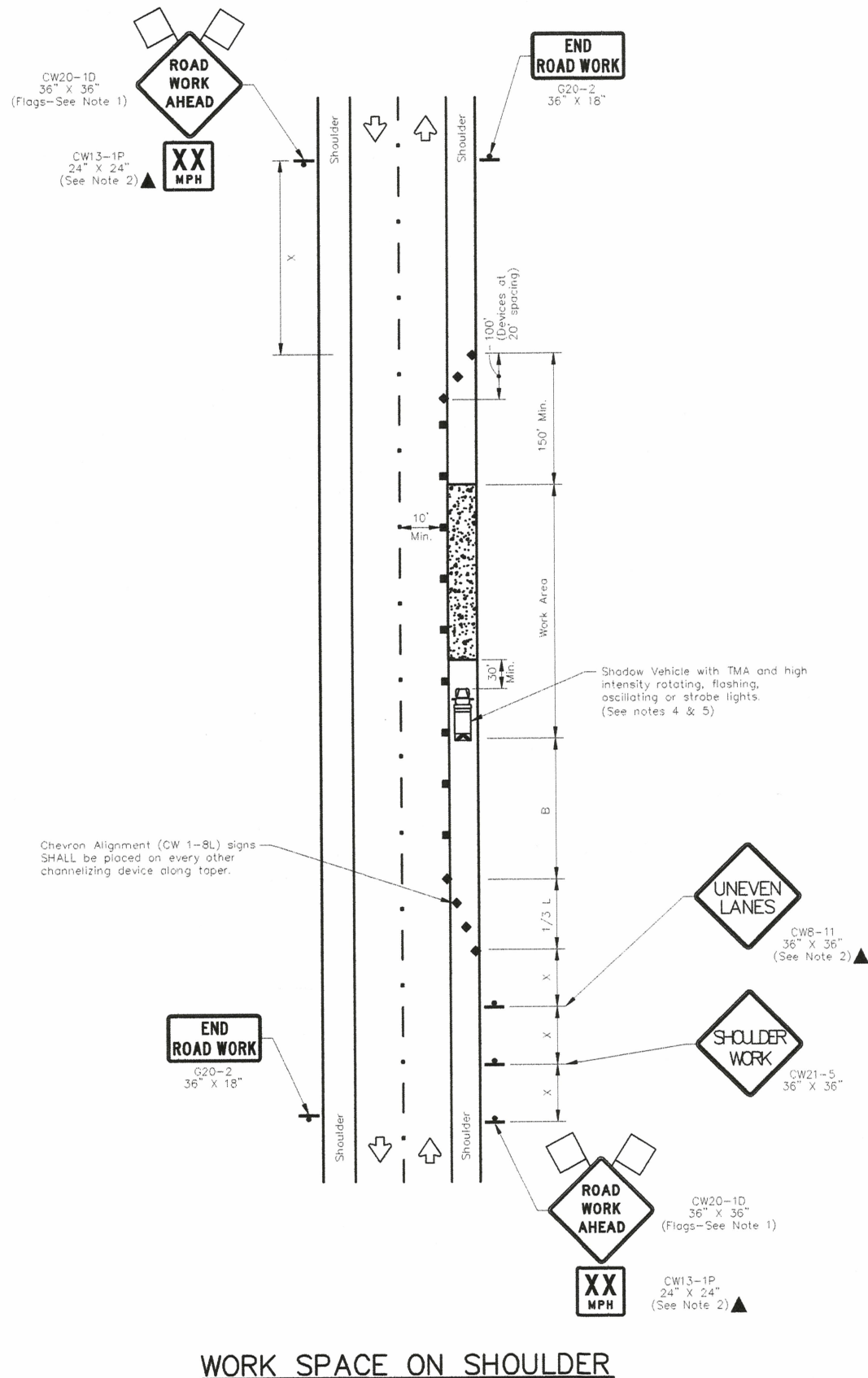
GC ENGINEERING, INC.
2505 PARK AVENUE, Phone: (281) 412-7008
PEARLAND, TEXAS 77581 FAX: (281) 412-4623
TBPCE Registration No. F-7889



Texas Department of Transportation
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RED BLUFF ROAD
MAINLANE PLAN AND PROFILE
STA 90+50 TO 94+50
SHEET 20 OF 22

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED:	X	Texas		CR
DRAWN:	GPS	STATE DISTRICT	COUNTY	CONTROL No.
CHECKED:	BD	12	HARRIS	0912
			SECTION No.	JOB No.
			72	340
			SHEET No.	121



ROADWAY	POSTED SPEED	TAPER LENGTH	SPACING CHANNELIZING DEVICES		SIGN SPACING	BUFFER SPACE
			TAPER	TANGENT		
Red Bluff	45	495	45'	90'	320'	195'

LEGEND			
	Type 3 Barricade		Channellizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Spacing *	Formula	Minimum Desirable Taper Lengths "L"			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
		30	$L = \frac{W_0^2}{60}$	150'	165'	180'		
35	205'	225'		245'	35'	70'	160'	120'
40	265'	295'		320'	40'	80'	240'	155'
50	L = WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

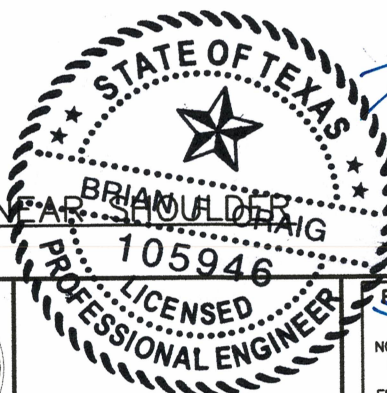
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

GENERAL NOTES

1. Flags attached to signs where shown are OPTIONAL.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol are OPTIONAL.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. Contractor shall provide and install traffic control devices in conformance with part VI of Texas Manual on Uniform Traffic Control Devices (TMUTCD – Latest edition with revisions) during construction.
7. No lanes shall be blocked during construction.
8. If project is within 400 feet from a signalized intersection, the Contractor shall contact Harris County Engineering Department, Traffic Signal Maintenance at (713) 881-3210 five (5) days prior to the start of construction.

NO.	REVISIONS	DATE	NAME
△			
△			
△			
△			
△			

HARRIS COUNTY
ENGINEERING DEPARTMENT



FOR INTERIM REVIEW ONLY

~~DOCUMENT INCOMPLETE:
NOT INTENDED FOR CONSTRUCTION
BIDDING, OR PERMIT PURPOSES~~

ENGINEER: NAME
P.E. SERIAL No. NUMBER
DATE: / /

PROJECT TITLE: Red Bluff Row Trees west of SH 146

SHEET DESCRIPTION: TRAFFIC CONTROL PLAN (SHOULDER WORK)		TRAFFIC STANDARD TCP-SW
---	--	-------------------------------

DRAWN BY: BSH	DATE: 8/18/17
CR'D BY: BSH	SHEET NO: /



Office of the County Engineer

Dr. Milton Rahman, P.E., PMP, CFM, ENV SP - Executive Director & County Engineer
1111 Fannin Street, Houston, TX, 77002 – OFFICE 713-274-3900



ROW NOTIFICATION FOR RIGHT OF WAY NOTIFICATION OF COUNTY, STATE, OR FEDERAL PROJECT

Request Your Inspection

Date Issued:	12/31/2025	Project Name:	Red Bluff ROW Trees west of SH 146
Issued To:	CITY OF SEABROOK	Notification No:	2511200106-GOV-001
Owner:	CITY OF SEABROOK		
Applicant:	City of Seabrook	Construction Started By:	6/29/2026
Contact:	Brian Craig	Construction Ended By:	10/1/2026
Contact Email:	bcraig@seabrooktx.gov		
Contact Phone:	(281) 291-5719		

Property Information

Address:	0 Red Bluff Rd	Bldg:		Suite:		Trailer:	
City:	Seabrook	State :	TX	Zip:	77586		
Subdivision:	ROW Notification	Section:	0	Lot:		Block:	
Abstract No.:		Survey Name:				Reserve:	

REQUIRED INSPECTION(S)

IT IS YOUR RESPONSIBILITY TO CALL FOR ALL REQUIRED INSPECTIONS

(*) All Inspections designated with an asterisk must be passed before permanent power will be released.

- 1 ROW Final Inspection -As-built Required
- 2 1-Year Warranty Inspections

PRE-INSPECTION DOCUMENT(S)

ALL PRE-INSPECTION DOCUMENTS MUST BE RECEIVED AND APPROVED BEFORE INSPECTIONS CAN BE REQUESTED

- 1 Right of Way As-Built Plans – submit your required As Built Plans per requirements to ePermits on the home page and before you sign in as your final inspection request.

SPECIAL REQUIREMENT(S)

- 1 Schedule Inspection(s) By Logging Into Your Online Account (e-Permits), Selecting Inspections - Inspection Request, And Select The Inspection You Would Like To Request; You may also fill out the online request form at <https://oce.harriscountytx.gov/Services/Permits/Documents> . All Site, Storm Water Quality, On-site Sewerage Facility and Right of Way Inspections must be PASSED and Permanent Power Released before requesting your Fire Marshal Inspection.
- 2 All Construction Shall Be In Accordance With The Approved And Permitted Documents, Any Special Details Will Be Noted On Approved Plans
- 3 48 Hour Notice: Contractor shall notify Harris County prior to commencing construction and/or backfilling any utilities. Contractor(s) to contact Public Review Department @ (713-274-3931) or (publicreview@hcpid.org).
- 4 Upon completion of construction, the Applicant shall submit As-Built Drawings to HC. The As-Built Drawings must be signed and sealed by a Professional Engineer or Registered Landscape Architect, as appropriate, licensed in the State of Texas. The As-built drawings must be submitted to rowasbuilt@eng.hctx.net prior to an inspection request.
- 5 All work within the ROW is required to start construction within 6 months and to be completed within 9 months of the date of certificate. A 30 day extension may be authorized upon written request.


Permit Manager

Main Line HCPID 713-274-3900

Inspection's Line 713-274-3800

Request Inspections
<http://www.eng.hctx.net/permits/Inspection-Forms>

12/31/2025 10:30:04 AM

www.hcpid.org/permits/



Office of the County Engineer

Dr. Milton Rahman, P.E., PMP, CFM, ENV SP - Executive Director & County Engineer
1111 Fannin Street, Houston, TX, 77002 – OFFICE 713-274-3900



Request Your Inspection

**ROW NOTIFICATION FOR RIGHT OF WAY NOTIFICATION OF COUNTY, STATE, OR
FEDERAL PROJECT**



Office of the County Engineer

Dr. Milton Rahman, P.E., PMP, CFM, ENV SP - Executive Director & County Engineer
1111 Fannin Street, Houston, TX, 77002 – OFFICE 713-274-3900

INSPECTION RECORD - POST THIS CARD ON SITE

Property Information		Project Detail
<u>Commercial Property</u>		
Project Name:	Red Bluff ROW Trees west of SH 146	Project No: 2511200106
Property Owner:	CITY OF SEABROOK	
Address:	0 Red Bluff RD	
City:	Seabrook	Email:
Applicant/DBA:	City of Seabrook	Contact No: (281) 960-1453

REQUIRED INSPECTION(S)

IT IS YOUR RESPONSIBILITY TO CALL FOR REQUIRED INSPECTIONS

(*) All Inspections below designated with an Asterisk must be passed before permanent power will be released

Permit Number	Inspection Description	Inspector Name & Signature	Pass/Fail	Date
2511200106-GOV-001	ROW Final Inspection -As-built Required			
2511200106-GOV-001	1-Year Warranty Inspections			

CERTIFICATE OF COMPLIANCE

Date	Inspection Category	Inspector	Signature	Pass/Fail

Main Line HCPID 713-274-3900

Schedule Inspections 713-274-3800

Fire Code Inspections
<http://www.eng.hctx.net/permits/Inspection-Forms>

This Card is your record of inspections and must be signed off by all required departments to receive your Fire Marshal's final inspection and Certificate of Compliance. This card must be kept onsite and available to the inspector at all times and during inspections. Protect this card from weather. The approved plans must be available during inspections. Inspections must be completed in the listed order and the Certificate of Compliance will not be issued until all other required inspections are completed and approved.

www.hcpid.org/permits

12/31/2025 10:30:04 AM

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF SEABROOK

This Interlocal Agreement (“Agreement”) is made and entered into by and between **Harris County** (“County”), a body corporate and politic under the laws of the State of Texas acting by and through its governing body the Harris County Commissioners Court, and City of Seabrook (“**City**”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§791.001 – 791.030. The County and City may each be referred to herein collectively as the “Parties” and individually as a “Party.”

1) GENERAL SCOPE OF SERVICES

- A) The City desires to plant and maintain trees and any related appurtenances (“Non-Standard Elements”) within the existing right-of-way of 2 Red Bluff Road at SH 146 between the cross street of Lakeside Drive and the Union Pacific Railroad track. (“Road ROW”), located in Harris County Precinct 2 as generally illustrated on Exhibit A attached hereto and incorporated herein by reference.
- B) The City agrees that the maintenance and repair of the Non-Standard Elements (“Maintenance”) is not standard maintenance for the County.
- C) The City warrants and represents it will perform the Maintenance in compliance with all federal, state, and local laws, ordinances, rules, and regulations relating to the Maintenance.
- D) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- E) The City shall verify that each subcontractor it retains to perform the Maintenance pursuant to this Agreement are in compliance with Section C above.
- F) The City agrees that no part or appurtenance of the Road ROW shall be considered private property and the general public shall have the same access to such parts and appurtenances as to other County road right-of-ways.
- G) The Parties agree that a public purpose will be served by the Maintenance performed by the City in accordance with this Agreement and all funds expended for the performance of such Maintenance will be from current fiscal funds.
- H) The City shall obtain written approval or a no-objection letter from CenterPoint Energy in relation to the Non-Standard Elements, Road ROW, and Maintenance (the “CenterPoint Energy Letter”). The City understands that the County’s Permits Review Division will not approve the applicable permit until the County receives the CenterPoint Energy Letter from the City.

2) THE CITY’S RESPONSIBILITIES

- A) The City agrees to accept full ownership of the Non-Standard Elements and responsibility for the perpetual Maintenance of the Non-Standard Elements, at no cost to the County, in accordance with the standards set forth in this Agreement. The City will, at no cost to the County, provide Maintenance of the Road ROW to the extent that the need for such Maintenance is a direct result of damage to the Non-Standard Elements or is otherwise

directly caused by the Non-Standard Elements. The City shall have no responsibility for maintenance and repair of the Road ROW, except as stated in this Agreement.

- B) Maintenance required by the City shall include, but not be limited to, maintaining the intended function and the aesthetic appearance of the Non-Standard Elements. It shall also include removing and relocating the Non-Standard Elements if the County determines that it will be desirable due to changes in applicable regulations, including the Texas Accessibility Standards, or planned future improvements to the intersections, such as signalization or construction of additional lanes. In addition to satisfying the standards set forth in this Agreement in performance of its maintenance responsibilities, the City's performance shall conform to the standards prevailing in the County at the time of such maintenance with respect to scope, quality, due diligence, and care, in regard to usual and customary maintenance by the County on its typical medians and appurtenances in the median.
- C) If the Harris County Engineer ("County Engineer") determines that any Maintenance work is not being performed in accordance with the standards for same, as specified in this Section, he/she may request that the work be discontinued. The City shall thereafter discontinue such work until the City demonstrates to the County Engineer that the work will be performed in accordance with such standards and the County Engineer provides notice that the City may proceed.
- D) The City agrees to make necessary repairs to the Non-Standard Elements or medians, or the Road ROW to the extent such repairs to the Road ROW are necessary due to damage to the Non-Standard Elements or is otherwise caused by the Non-Standard Elements or Maintenance of the Non-Standard Elements, as soon as reasonably practicable. Should the deficiencies requiring such repairs endanger the public, the City shall implement interim safety measures until it can provide such Maintenance. However, the County may provide such measures on behalf of the City without prior notice to the City if the County Engineer, in his sole discretion, determines that it is necessary to implement interim safety measures until such time as the City can provide its own safety measures. The City shall be responsible for the cost incurred by the County in providing any interim safety measures on its behalf. In any event, the City agrees to provide necessary Maintenance within sixty (60) days from the date the City becomes aware or reasonably should have become aware of the need for such Maintenance.
- E) Prevention and Repair of Damage. In performing the Maintenance, the City shall follow necessary safety measures and shall take measures to prevent damage to persons and property resulting from the conditions that the City is responsible for repairing and maintaining and resulting from repairs thereto.
- F) Notice of Repair or Maintenance. The City shall notify the County in writing before commencement of repair or maintenance work under this Section, other than routine maintenance. If the repair or maintenance is of an emergency nature, such notification may be provided by telephone and confirmed in writing as soon as reasonably practicable thereafter. The City shall provide written documentation to the County of the work done after completion of any non-routine maintenance or repairs within thirty (30) days of completion of such repairs.
- G) Failure to Maintain

- a. If the County believes the City has failed to perform its Maintenance duties pursuant to this Agreement, the County shall notify the City in writing of such failure and allow the City sixty (60) days to cure any such failure ("Notice to Cure"). If the City has not taken reasonable steps to cure such failure within sixty (60) days of receipt of the Notice to Cure, then the County may, in its sole discretion, (a) alter, reduce, replace, remove, or authorize other changes to the Non-Standard Elements, at the City's sole expense, including an administrative cost equal to 10% of the cost, or (b) terminate this Agreement.
- b. Notwithstanding the foregoing provisions in Section G(a), the County may perform such Maintenance if (a) the Non-Standard Elements are in need of Maintenance and (b) the City has failed to perform such Maintenance in a timely manner. If the County performs any Maintenance or removal of any of the Non-Standard Elements, the County shall not be required to restore the Non-Standard Elements to their previous condition or specifications. The City shall then have the right, at any time in the future, to enhance, replace, or restore any Non-Standard Elements repaired, replaced, modified, or removed by the County, and in this event, the City will return all salvageable materials utilized by the County.

3) COUNTY'S RESPONSIBILITIES

- A) The execution of this Agreement in itself does not constitute the County's approval of the Non-Standard Elements within the Road ROW. If drawings and specifications that include the Non-Standard Elements are submitted to the County in accordance with the Regulations of Harris County, Texas for the Approval and Acceptance of Infrastructure ("Regulations"), the County will review such drawings and specifications. If such drawings and specifications are approved by the County, the Non-Standard Elements must be constructed in accordance with the approved and permitted drawings and specifications.
- B) When the drawings and specifications are submitted to the County for permitting, the specific locations of any proposed Non-Standard Elements shall be clearly indicated on such drawings.
- C) In consideration of the City entering into this Agreement, the County agrees that it shall not refuse to approve the installation of the Non-Standard Elements if installed in accordance with the approved and permitted drawings.
- D) It is specifically agreed that the County shall have no responsibility for the condition or maintenance of the Non-Standard Elements.
- E) Notwithstanding any provision of this Agreement that might be construed to the contrary, the Non-Standard Elements shall be considered part of the Road ROW. The County may at any time alter or remove the Non-Standard Elements, at the City's sole expense, including an administrative cost equal to 10% of the cost, if and when the County, in the sole discretion of the County Engineer or the Applicable County Precinct Road and Bridge Superintendent ("County Representative"), determines it interferes with the proper use, safety, or operation of the Road ROW, for road purposes, or is necessary in order to make improvements to the Road, or has determined that the aesthetic appeal of the Non-Standard Elements has not been maintained. The County Engineer or the County Representative shall provide notice to the City at least sixty (60) days prior to any such alteration or removal. The County agrees that the City may replace, repair, or reconstruct the Non-Standard Elements altered or removed

by the County pursuant to this Section 3(E), at the City's sole cost and expense and subject to approval of plans and specifications by the County. Otherwise, upon complete removal of the Non-Standard Elements, the City's maintenance responsibility shall end for the Non-Standard Elements.

4) INDEPENDENT PARTIES

This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Each Party shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Neither Party has authority to bind or otherwise obligate the other Party orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and the City.

5) TERM

This Agreement is effective as of the date that it has been approved and executed by all Parties (the "Effective Date") and remains in force and effect for a period of 20 years ("Term"). Thereafter, this Agreement shall be renewed for successive one (1) year terms (each a "Renewal Term").

6) LIMITATION OF APPROPRIATION

The City understands and agrees, said understanding and agreement also being the absolute essence of this Agreement, that the County is not appropriating any funds under this Agreement.

7) TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). The City expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of the City.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to the City for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event the County receives a written request for information pursuant to the Act that affects the City's rights, title to, or interest in any information or data or a part thereof, furnished to the County by the City under this Agreement, then the County will promptly notify the City of such request. The City may, at its own option and expense, prepare

comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. The City is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. The City is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- D) Electronic Mail Addresses. The City affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by the City and agents acting on behalf of the City and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

8) TERMINATION

- A) This Agreement may be terminated by mutual written agreement and consent of the City and the County.
- B) If the County permanently removes Road ROW with Non-Standard Elements from the Road Log for any reason, the City will have no further Maintenance responsibility for the Non-Standard Elements or median under this Agreement. If the Road ROW with Non-Standard Elements covered under this Agreement are removed from the Road Log, this Agreement will terminate.
- C) The above termination provisions of this Section are in addition to rights of the County to terminate this Agreement under Section 2.
- D) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a “*Force Majeure* Event”), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- E) Copies of all completed or partially completed information, programs, inventions, software (including source code), firmware, designs, documentation or data (the “Documents”) developed, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.

9) NOTICE

Any notice provided or permitted to be given under this Agreement (“Notice”) must be in writing and may be served by (a) depositing same in the United States mail, certified and addressed to the Party to be notified; (b) delivering the same in person to such Party; or (c) sending same by electronic mail (“Email”). Notice given by mail shall be effective upon deposit in the United States mail and

Notice delivered in person or sent by Email shall be effective upon receipt. The addresses for Notice are as follows:

COUNTY:

Harris County Engineering Department
1111 Fannin Street, 11th Floor
Houston, Texas 77002
Attention: Contracts and Business Services

CITY:

Brian Craig
PW Director
City of Seabrook
1100 Red Bluff Road
Seabrook, Texas 77586
Telephone: 281-291-5719
Email: bcraig@seabrooktx.gov

The Parties may designate another address for all purposes of this Agreement by giving to the other Party not less than fifteen (15) days' advance written notice of such change of address.

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

10) COMPLIANCE AND STANDARDS

- A) The City represents and warrants that it is capable and willing to provide the Maintenance called for in the Agreement, and agrees to render the Maintenance in accordance with the generally accepted standards applicable to the Maintenance. The City shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Maintenance and the City's performance to be rendered hereunder. The City represents that the City and its personnel are fully qualified to perform the Maintenance and provide the deliverables described in this Agreement.
- B) The City agrees to keep confidential the contents of all its discussions with County officials. The City agrees to keep confidential the contents of all County records and all other information obtained during the City's performance of Maintenance under this Agreement. The City shall not release any confidential information unless the County, in writing, authorizes the City to release specific information to any third parties.
- C) The City shall not access any information it is not authorized to receive, nor shall the City copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) The City warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect the City's ability to perform hereunder and, as a result of entering

into this Agreement, will not breach any such contract, obligation, or covenant.

- E) Conflict of Interest: The City warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, the City warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with County, and that the City has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability.
- F) No Federal Exclusion: The City warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The City must immediately notify the County of any such exclusion or suspension. The City warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. The City warrants and represents that no person who has an ownership or controlling interest in the City's business or who is an agent or managing employee of the City has been convicted of a criminal offense related to involvement in any federal program.
- G) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. The City shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of the City's backup and support data for billings, and the City shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. This section shall survive termination of this Agreement.
- H) Whistleblower Protection Act: The City understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. The City shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The City shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.

11) APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

12) PROHIBITION ON LIENS

In accordance with Texas Property Code §43.002, the City, or its contractors or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, the City shall pursue any lawful effort, including but not limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

13) INSURANCE

- A) The City shall acquire and maintain liability insurance with a responsible insurance company or companies, insuring against liability for bodily or personal injury or death or damage to property.
- B) Every such policy of insurance shall provide coverage limits in amounts at least as great as the maximum liability authorized to be imposed against a similar contractor for governmental acts by the Texas Tort Claims Act, Chapter 101, Texas Civil Practices and Remedies Code, as amended and then in effect.
- C) The City shall keep insured the Non-Standard Elements with a responsible insurance company or companies against risks, accidents, or casualties against which and to the extent insurance is usually carried by a similar contractor; provided, however, that at any time while any contractor engaged in construction work shall be fully responsible for the construction work, the City shall not be required to carry insurance on that construction work. In such instances, the City shall require any contractor engaged in construction work to procure, carry and maintain the insurance coverage set forth in this Section.

14) INDEMNIFICATION

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE CITY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE CITY, OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT;

INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY THE CITY OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE CITY SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE CITY OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE CITY SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF THE CITY OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE THE CITY PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH THE CITY IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY THE CITY OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL, THE CITY SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

15) NO FEDERAL EXCLUSION

- A) The City warrants that the City is not an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
 - i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or non-procurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,

- ii) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- B) The City agrees to report immediately to the County if the City becomes an “Ineligible Person” during the term of this Agreement.

16) OWNERSHIP OF DOCUMENTS; COPYRIGHT

- A) The City agrees that for the purposes of assigning copyright ownership, any and all completed or partially completed data, information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the “Documents”) developed pursuant to the Maintenance performed under this Agreement, shall be the sole property of the County.
- B) The City represents that it has the right to assign and hereby assigns to the County all rights, title, copyright ownership and interest in any completed or partially completed data (including source codes), information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation to be developed or has already been developed, created or invented pursuant to this Agreement or any other agreements that the City may currently have or had in the past, with the County.
- C) Within seven (7) days after its development, creation, or invention, the City agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Documents. The City may retain one set of reproducible copies of all Documents for the sole use of performing Maintenance for the County. The City is expressly prohibited from selling, donating, licensing or otherwise marketing, or divulging to third parties, any Document, or using such Documents in the preparation of other work for any other client, without the express written permission of the County.

17) AUDIT RIGHTS

- A) Audit Rights. The City shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The City’s cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.
- B) Record Retention. The City agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The City will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

18) WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

19) SEVERABILITY

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

20) SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

21) CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

22) SUCCESSORS AND ASSIGNS

- A) The County and the City bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither the County nor the City shall assign, sublet, or transfer its interest in this Agreement without written consent of the other Party, which will not be unreasonably withheld.

23) NO THIRD-PARTY BENEFICIARIES

- A) The County is not obligated or liable to any party other than the City for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

24) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

25) ENTIRE AGREEMENT; MODIFICATIONS

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

26) EXECUTION, MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[EXECUTION PAGES FOLLOW]

HARRIS COUNTY, TEXAS

By: _____
LINA HIDALGO, County Judge
Date: _____

CITY OF SEABROOK

By: _____
Gayle Cook, City Manager
Date: _____

APPROVED AS TO FORM:

Christian D. Menefee
County Attorney

By: _____
Paul M. La Raia
Assistant County Attorney
C.A.O. File No.: 25GEN2860

ORDER OF COMMISSIONERS COURT

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

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

ORDER AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF SEABROOK FOR MAINTENANCE OF TREES AND RELATED APPURTENANCES TO BE PLANTED BY THE CITY OF SEABROOK WITHIN THE EXISTING ROAD RIGHT-OF-WAY OF 2 RED BLUFF ROAD AT SH 146 BETWEEN THE CROSS STREET OF LAKESIDE DRIVE AND UNION PACIFIC RAILROAD TRACK, LOCATED IN HARRIS COUNTY PRECINCT 2

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

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

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

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Interlocal Agreement between Harris County and City of Seabrook for maintenance of trees and related appurtenances to be planted by the City of Seabrook within the existing road right-of-way of 2 Red Bluff Road at SH 146 between cross street of Lakeside Drive and the Union Pacific Railroad track, located in Harris County Precinct 2.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**PERPETUAL BOND COVERING CONSTRUCTION OF FACILITIES WITHIN HARRIS
COUNTY AND HARRIS COUNTY FLOOD CONTROL DISTRICT RIGHTS-OF-WAY**

STATE OF TEXAS §

BOND NO. 61BSBJL0827

**§
§
§
§
§**

COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That City of Seabrook, as principal,
and, Hartford Casualty Insurance Company,
as surety, a corporation existing under and by virtue of the laws of the State of
Texas, and authorized to do an indemnifying business in the
State of Texas, and whose principal office is located in the City of
Indianapolis, State of Indiana, whose officer,
residing in the State of Texas, authorized to accept service in all suits and actions brought
within said State, is

(Officer's Name): Caroline Lane,

(Address): 1100 Redbluff Rd

Seabrook, TX, 77586, hereinafter
called "Surety," are held and firmly bound unto HARRIS COUNTY, a body corporate and
politic under the laws of the State of Texas, hereinafter called "County," in the full sum of
Five Thousand

Dollars (\$ 5,000), lawful currency of the
United States of America, for the payment of which the said Principal and Surety bind
themselves, their successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the principal plans to lay, construct, maintain and/or repair facilities in,
under, across, along one or more roads, streets, highways, drainage or flood control features
(Work) in the County of Harris, and the State of Texas, under the jurisdiction of the
Commissioners' Court of Harris County, Texas pursuant to the Commissioners' Court order
adopted on the 11th day of August, 2009, recorded in Volume No. 261, at Pages 539-564, of
the Commissioners' Court Minutes of Harris County, Texas, regulating same, which
Commissioners' Court order is hereby referred to and made a part hereof for all purposes as
though fully set out herein; and

WHEREAS, the principal desires to provide Harris County with a perpetual bond
covering such Work.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the principal shall faithfully perform all its Work pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners' Court order regulating same, and do and perform each and every, all and singular, the matters and things in said Commissioners' Court order set forth and specified to be by said principal and done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse the County, all loss and damages which the County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in Harris County.

It is understood that at any time Harris County deems itself insecure under this bond, it may require further or additional bonds or both of the principal.

EXECUTED this 20th day of November, 2025.

Hartford Casualty Insurance Company
Surety

By Caroline Lane
Caroline Lane, Attorney-in-Fact



City of Seabrook

Principal

By Crissy Naranjo
Officer Authorized to Execute

Digitally signed by Crissy
Naranjo
Date: 2025.12.04
15:42:00 -06'00'

Title Human Resources/Civil Service
Director

Surety's Address: _____

501 Pennsylvania Parkway

Indianapolis, IN 46280-0014

Principal's Address: _____

1100 Redbluff Rd

Seabrook, TX 77586

Telephone: (888) 656 - 0817

Telephone: (281) 291-5680

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity
and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: VICTOR INSURANCE MANAGERS INC
Agency Code: 61-611070

- ☐ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Caroline Lane

its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 61BSBJL0827

Naming City of Seabrook as Principal,
and Harris County, Texas as Obligee,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariluz Arce

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 20, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



Claims Inquiries Notice

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southwest

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number: : 888-266-3488
Fax – Claims : 860-757-5835 or 860-221-3965
E-mail : bond.claims@thehartford.com

Mailing Address : Hartford Insurance
One Hartford Plaza T 14
Hartford, CT 06155



Date: November 20, 2025

Agency Code: 61 611070

Agency Information

VICTOR INSURANCE MANAGERS INC
500 DALLAS ST SUITE 1400
HOUSTON, TX 77002

Obligee Information

OBLIGEE:
Harris County, Texas
Flood Control District 10555 Northwest Freeway, Suite 120
Houston, TX 77092

Insured / Principal: City of Seabrook

Policy / Bond #: 61BSBJL0827

Account Name/Number:

Policy Term: November 20, 2025 - November 20, 2026

Type of Policy: Surety - License & Permit

Billing Term: Annual

Billing Type¹: Agency Bill

Transaction Type: New Bond

Transaction Effective Date: November 20, 2025

Bond Limit: \$5,000

Premium
\$100

State Tax / Surcharge if applicable
\$ /

This record is a billing advice only.

If you have any questions regarding this transaction, please contact your agent or The Hartford's Billing Department.

¹ Billing Type:

- Agency Bill – Premium will be billed through your Agent.
- Direct Bill – You will receive a billing statement directly from The Hartford.
 - Credit Card – Premium noted on this statement has been submitted to your Credit Card for this term only and it will be reflected in your Direct Bill notification you receive from The Hartford.



Producer Compensation Notice To The Principal

You can review and obtain information on The Hartford's
producer compensation practices at www.thehartford.com
or at 1-800-592-5717.

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

The Hartford

To get information or file a complaint with your insurance company or HMO:

Call: Consumer Affairs at 1-800- 451-6944

Toll-free: 1-800-451-6944

Email: bond.claims@thehartford.com

Mail: The Hartford Financial Services

One Hartford Plaza, T-14

Hartford, CT 06155

Attn: Bond Claims Department

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

Email: ConsumerProtection@tdi.texas.gov

File a complaint: www.tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP

Texas Department of Insurance

PO Box 12030, Austin, TX 78711-2030



Agenda Briefing

Date of Meeting: February 17, 2026

Responsible Department: City Manager's Office

Presenter:

Briefing Prepared By: Gayle Cook

Strategic Focus Area: INFRASTRUCTURE

General Information:

Consider and take all appropriate action on Resolution 2026-02 Authorizing a Grant Application to the Harris County Precinct 2 Partnership 2026 Program for the North Meyer Reconstruction project.

Executive Summary / Background:

City Council previously approved the North Meyer Project Reconstruction to proceed with design using existing Street Debt funding. Design work for the project is currently underway based on that authorization.

The attached resolution is requested to authorize the City to submit a grant application through Precinct 2 for the North Meyer Project Reconstruction. Approval of this resolution does not alter the scope of the project previously approved by City Council.

Funding:

The grant request will be based on the estimated construction portion of the North Meyer Project Reconstruction. If awarded, grant funds would be used to offset construction costs and reduce the City's overall financial obligation for the project. Design costs will continue to be covered through the currently approved Street Debt funding.

Funding / Fiscal Information:

Fund 36 - The North Meyer Project in the Capital Improvement Program (CIP #S27) is estimated at \$8,000,070.00. The recommendation for the matching grant is to request 50% or an amount not to exceed \$4,000,000.00 from Harris County Precinct 2.

Supporting Materials Attached:

1. Resolution 2026-02 - 2026 Partnership Grant - North Meyer

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.

RESOLUTION 2026-02

**SUBMISSION OF GRANT APPLICATION TO THE
2026 HARRIS COUNTY PRECINCT 2 CALLFORPARTNERSHIP PROJECTS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE SUBMISSION OF A PARTNERSHIP GRANT APPLICATION TO HARRIS COUNTY PRECINCT 2; COMMITMENT OF FUNDING; AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION

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

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

WHEREAS, both entities share the goal of improving the experiences of their shared constituents living and playing in the City of Seabrook and Harris County Precinct 2; and

WHEREAS, the reconstruction of North Meyer is critical infrastructure that serves the shared goals of the City of Seabrook and Harris County Precinct 2 within the thoroughfare housing the Evelyn Meador Library and the County Sports Complex; and

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

Section 1. That the City of Seabrook commits to submitting a partnership application with Harris County Precinct 2 in the City of Seabrook and commits to 50% of the project in the amount of \$4,000,000.00 in this goal.

PASSED AND APPROVED this 17th day of February, 2026.

Jim Sweeney
Mayor

ATTEST:

Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

David Olson
City Attorney



Agenda Briefing

Date of Meeting: February 17, 2026

Responsible Department: Municipal Court

Presenter: Cristina Duran, Director of Municipal Court

Briefing Prepared By: Cristina Duran

Strategic Focus Area: Municipal Court

General Information:

Consider and take all appropriate action on the first reading of Ordinance 2026-05 amending Section 50 of Article II, "Establishing the Municipal Court as a Court of Record" and establishing an effective date.

Executive Summary / Background:

The changes that are made in this proposed ordinance make our current ordinances consistent with State Law.

Funding / Fiscal Information:

NA

Supporting Materials Attached:

1. Ordinance 2026-05

Prior Action / Review by Council, Boards, Commissions:

NA

Staff Recommendation:

Staff recommends approval of ordinance 2026-05.

ORDINANCE NO. 2026-05
MUNICIPAL COURT REGULATIONS

AN AMENDMENT TO CHAPTER 50. MUNICIPAL COURT, ARTICLE II. "ESTABLISHING THE MUNICIPAL COURT AS A COURT OF RECORD," BY AMENDING SECTIONS 50-21, 50-24, 50-25, REPEALING AND REPLACING SECTIONS 50-26 AND 50-27, AND CREATING NEW SECTIONS 50-28 AND 50-29, ESTABLISHING REGULATIONS FOR THE COURT REPORTER AND RECORD, TRANSCRIPT PREPARATION, MUNICIPAL COURT FINES FOR NON-APPEARANCE AND CERTAIN COMPLIANCE DISMISSAL FEES, LOCAL CONSOLIDATED FEE, CONSOLIDATED MUNICIPAL COURT BUILDING SECURITY AND TECHNOLOGY FUND, LOCAL YOUTH DIVERSION FUND, AND MUNICIPAL JURY FUND, RESPECTIVELY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$500 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 Municipal Court Judge has requested that City Council consider certain amendments to Chapter 50. Municipal Court; and

WHEREAS, the City Council of Seabrook has determined that it is in the best interest of the City and Municipal Court to make such requested amendments to the City's Code of Ordinances; 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 CHAPTER 50. MUNICIPAL COURT, ARTICLE II. "ESTABLISHING THE MUNICIPAL COURT AS A COURT OF RECORD," BY DELETING SECTIONS 50-21, 50-24, 50-25 AND 50-26 AND REPLACING WITH NEW SAID SECTIONS, ESTABLISHING REGULATIONS FOR THE COURT REPORTER AND RECORD, TRANSCRIPT PREPARATION, MUNICIPAL COURT FEES, AND MUNICIPAL COURT BUILDING SECURITY FUND, AS FOLLOWS:

"CHAPTER 50 – MUNICIPAL COURT

* * *

Article II. – ESTABLISHING THE MUNICIPAL COURT AS A COURT OF
RECORD

* * *

Sec. 50-21. – Court reporter and record.

The municipal judge or his or her designee shall appoint a court reporter, who must meet the qualifications provided by law for official court reporters. The court reporter or court staff may use written notes, transcribing equipment, video or audio recording equipment, or a combination of these methods to record the proceedings of the court. The court reporter or court staff shall not be required to record testimony in any proceeding, unless the judge, or one of the parties to any proceeding, requests a record in writing, and files such request with the court before such proceeding begins. If a record is made, it shall be kept for a period of 20 days beginning from the day after the last day of any such court proceeding or trial, ~~or the denial of a motion for new trial, or until any~~ appeal is final, whichever occurs last. The court reporter shall not be required to be present during proceedings of the municipal court of record; provided, however, when a request has been submitted for a copy of the record in any proceeding, such record may be recorded by a quality electronic recording device.

* * *

Sec. 50-24. – Transcript preparation.

In the event of an appeal, appellant shall pay ~~a transcript preparation fee in the amount of \$25.00. This transcript preparation fee does not include the fee for the actual transcription of the proceedings. The municipal clerk shall note the payment of the fee on the docket of the court. If the case is reversed on appeal, the fee shall be refunded to appellant. In addition to the transcript preparation fee, the fee for the actual transcript of the proceedings and statement of facts must be paid by appellant, pursuant to V.T.C.A., Government Code §§~~ To perfect an appeal, a defendant shall comply with Section 30.00014 and 30.00019 of the Texas Government Code.

Sec. 50-25. – Municipal court ~~fees~~ fines for non-appearance and certain compliance dismissal fees.

A ~~special expense~~ fine of \$25.00 for ~~the issuance and service of each warrant of arrestany offense under V.T.C.A., Penal Code § 38.11–10 or under V.T.C.A., Transportation Code § 543.009 or Vernon's Ann. C.C.P. art. 17.04~~ is hereby authorized, ~~which special expense~~ Money collected from the fine shall be paid into the ~~city municipal~~ treasury for the use and benefit of the municipality. The municipal court shall also collect ~~a special expense~~ compliance dismissal fees in the respective amounts by law for services performed in cases in which the laws of this state require or allow that the case be dismissed because of actions by or on behalf of the Ddefendant ~~which were subsequent to the date of the alleged offense. Such actions are limited to compliance with the provisions~~

~~of V.T.C.A., Transportation Code §§ 543.102—543.104. Such special expense shall not exceed the actual expenses incurred for the services or \$10.00, whichever is less on or before the Defendant's first appearance date.~~

Sec. 50-26. – Local consolidated fee

(a) Establishment of Fee: As authorized per section 134.103 of the Texas Local Government Code, a \$14.00 local consolidated fee is established and the City Council hereby creates certain funds that the municipal treasurer is required by state law to allocate the \$14.00 fee into three specific local funds based on percentages set out in the statute.

(b) Creation of Funds: The city council hereby creates the following fund names and confirms the statutory percentages of same fee and allocation amounts for each fund per conviction.

<u>Fund Name</u>	<u>Percentage</u>	<u>Amount</u>
Municipal Court Building Security and Technology Fund	63.5714%	\$8.90
Local Youth Diversion Fund	35.7143%	\$5.00
Municipal Jury Fund	0.7143%	\$0.10

(c) Fee required for misdemeanor offense: The city council hereby requires a defendant convicted for a misdemeanor offense in the municipal court of the city to pay a \$14.00 local consolidated fee as a cost of the court per each such conviction. The term “convicted” means that a judgment, a sentence or both a judgment and a sentence are imposed upon the defendant by the municipal court of the city, or alternatively means that the person receives community supervision (including deferred adjudication or deferred disposition) from the municipal court of the city or alternatively the court defers final disposition of the person's case or imposition of the judgment and sentence.

(d) Collection of the Fee: The city council hereby orders the clerk of the municipal court of the city to collect such \$14.00 local consolidation fee per conviction as a cost of court, as herein provided. The clerk of the municipal court of the city shall pay such costs to the finance officer or his or her designated representatives. The finance officer or his or her designated representatives shall deposit such costs in the respective designated funds as required by state law and pursuant to section 50-26(b) herein.

(e) Exceptions to collection of the fee in 50-26:

(1) The local consolidated fee is not required to be collected should a municipal court judge for the city find a defendant indigent and order the fee to be waived.

(2) The local consolidated fee shall not be collected if a municipal court judge grants the defendant credit for time served (which includes the local consolidated fee) or the defendant is found indigent and satisfies the judgment without payment of the local consolidation fee.

Sec. 50-27. – Consolidated Municipal Court Building Security and Technology Fund.

(a) Created. As allowed in Texas C.C.P. art. 102.0175, the city council hereby creates the consolidated municipal court building security and technology fund of the city.

(b) Use of funds. Any and all fees assessed and collected under Section 50-26 and allocated to the Consolidated Municipal Court Building Security and Technology Fund may be used only to finance:

(1) the following items, when used for the purpose of providing security personnel, services, and items for the city municipal court of record:

(i) The purchase or repair of X-ray machines and conveying systems;

(ii) Handheld metal detectors;

(iii) Walk-through metal detectors;

(iv) Identification cards and systems;

(v) Electronic locking and surveillance equipment;

(vi) video teleconference systems;

(vii) Bailiffs, deputy sheriffs, deputy constables, or contract security personnel during times when they are providing appropriate security services;

(viii) Signage;

(ix) Confiscated weapon inventory and tracking systems;

(x) Locks, chains, or other security hardware.

(xi) the purchase or repair of bullet-proof glass;

(xii) continuing education on security issues for court personnel and security personnel; and

(xiii) warrant officers and related equipment OR

(2) the purchase of or the to maintain technological enhancements for a municipal court of record, including:

- (i) computer systems
- (ii) computer networks
- (iii) computer hardware
- (iv) computer software
- (v) imaging systems
- (vi) electronic kiosks
- (vii) electronic ticket writers, and
- (viii) docket management systems

(e) Administration. The municipal court building security and technology fund created herein shall be administrated by or under the direction of the city council.

Sec 50-28: Local Youth Diversion Fund

(a) Created. As allowed in Texas Local Gov't Code Sec 134.156, the city council hereby creates the local youth diversion fund of the city.

(b) Use of funds. Any and all fees assessed and collected under Section 50-26 and allocated to the Local Youth Diversion Fund may be used only to finance:

(1) The salary, benefits, training, travel expenses, office supplies, and other necessary expenses related to the position of a juvenile case manager.

(2) If the city does not employ or contract with a juvenile case manager, the city council, in consultation with the court, may direct these funds to be used for the support of a local mental health authority, juvenile alcohol and substance abuse programs, educational and leadership programs, teen court programs, and any other project designed to prevent or reduce the number of juvenile referrals to the court.

(c) Money in the Local Youth Diversion fund may not be used to supplement the income of an employee whose primary role is not that of a juvenile case manager.

Sec. 50-29 Municipal Jury Fund.

(a) Created. As allowed in Texas Local Gov't Code Sec 134.154, the city council hereby creates the municipal jury fund of the city.

(b) Use of funds. Any and all fees assessed and collected under Section 50-26 and allocated to the Municipal jury Fund may be used only to finance juror reimbursements and otherwise finance jury services, including but not limited to, costs for summons and meals for jurors during service."

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, 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 \$500.00. 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 17th day of February 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 March 2026.

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BY: _____
James J. Sweeney, Mayor

ATTEST:

By: _____
Rachel Lewis
City Secretary

APPROVED AS TO FORM:

David W. Olson
City Attorney



Agenda Briefing

Date of Meeting: February 17, 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 a proposal with Branch Construction Group in the amount of \$157,220.00 through the TIPS Purchasing Cooperative Contract No. 23010401 for CIP Project D19 Outfall Repair, and authorize the City Manager to execute the proposal and any associated documents.

Executive Summary / Background:

The City of Seabrook solicited a Buy Board proposal for phase 3 of the Outfall repairs. A proposal was received for Branch Construction Group in the amount of \$157,220.00 for 6 additional locations. Branch Construction was used for Phase 1 & 2 and performed an excellent job in completing the project. City Staff reviewed the bid and qualifications with a recommendation to Branch Construction Group.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Multi-Site HDPE Drain Pipe & Site Restoration Phase 2 Proposal - BCG

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Approval



Project Proposal

Company: City of Seabrook

Name: Jesse Olivo & Brian Craig

Phone: 832-926-3624

Email: jolivo@seabrooktx.gov & BCraig@seabrooktx.gov

Date: 2/4/2026

Reference: Multi-Site HDPE Drain Pipe & Site Restoration Phase 2

SO# 3345

TIPS Contract Number 23010401

Project Summary

Branch Construction Group ("BCG") will furnish all labor, equipment, and materials necessary to **remove and replace existing storm drain pipe** at six (6) separate locations within the City of Seabrook. Work includes **excavation, pipe installation, backfill, stabilization (where noted), and surface restoration** per location.

Work to Include

General Scope (Applies to All Locations Unless Noted)

Mobilization & Site Controls

- Mobilize crews, equipment, and materials to each site.
- Maintain a safe work zone and protect public access as required.

Utility Locate & Protection

- Coordinate utility locates **where required** and protect existing utilities and improvements.

Excavation, Removal & Installation

- Excavate to expose existing pipe and remove designated pipe section(s).
- Furnish and install new **HDPE pipe** of specified diameter/quantity with required couplings/fittings to tie into existing system.



Project Proposal

- Place approved bedding material and backfill/compact to restore grade.

Dewatering / Flow Control (As Needed)

- Provide temporary water control measures as required to complete installation safely (earthen dam / temporary bypass pumping when needed).

Surface Restoration

- Restore disturbed areas per location notes (sod, concrete, etc.).

Cleanup & Haul-Off

- Haul off spoils, demolition debris, and excess materials to an approved disposal facility.
- Final cleanup and demobilization from each site.

Location-Specific Scope

Location 1 – S Heron Dr (1301)

- Install **(2) sticks of 24-inch HDPE** including couplings/fittings and connection to existing system.
- **No sod restoration** required.
- Place **(1) load of rip rap rock** as directed for erosion/scour protection.

Location 2 – Red Bluff Rd

- Install **(6) sticks of 42-inch HDPE** including couplings/fittings and connection to existing system.
- Provide and place **cement stabilized sand – 10 tons** for bedding/backfill stabilization (as directed / per field conditions).

Project Proposal

Location 3 – Red Bluff Rd (near Location 2)

- Install **(6) sticks of 24-inch HDPE** including couplings/fittings and connection to existing system.

Location 4 – 2361 Orleans Ln

- **Call locates** prior to excavation.
- Excavate and install **(3) sticks of 36-inch HDPE** including couplings/fittings and connection to existing system.
- Approximate excavation depth: **up to 12 feet** (field verify).;
- Restore impacted surfaces including **sod and concrete** to match existing conditions.

Location 5 – Aqua Vista

- Install **(2) sticks of 18-inch HDPE** including couplings/fittings and connection to existing system.
- Provide **bull rock** as required for stabilization/erosion control.
- **Sod restoration** to match existing conditions.
- Provide temporary flow control: **build Crawford dam if needed and pump/bypass as required** to complete work safely.

Location 6 – Library

- Install **(3) sticks of 48-inch HDPE** including couplings/fittings and connection to existing system.
- **Sod restoration** to match existing conditions.

Materials (BCG to Provide)

- HDPE pipe (sticks) as listed by location:
 - 24" HDPE: (2 sticks @ Location 1) + (6 sticks @ Location 3)
 - 42" HDPE: (6 sticks @ Location 2)

Project Proposal

- 36" HDPE: (3 sticks @ Location 4)
- 18" HDPE: (2 sticks @ Location 5)
- 48" HDPE: (3 sticks @ Location 6)
- Couplings, fittings, and appurtenances required to tie into existing systems.
- Bedding/backfill materials (select fill / sand) as required.
- Cement stabilized sand: **10 tons** (Location 2).
- Rip rap rock: **one load** (Location 1).
- Bull rock (Location 5).
- Sod and concrete restoration materials (Locations 4, 5, 6).

Assumptions

- Standard daytime work hours (unless otherwise requested).
- Access is available for excavation equipment and material delivery at each location.
- No hazardous/contaminated soils are encountered.
- Existing structures/subgrade are suitable after removal of unsuitable materials within typical limits.
- Private utilities (sprinklers, lighting, etc.) are identified/marked by the City where applicable.
- Flow control will be accomplished using temporary measures (earthen dam / bypass pumping as needed per locations noted).

Exclusions (Unless Added by Change Order)

- Engineering/design, survey, or as-builts.
- Permits/fees, environmental testing, or third-party inspections. ...
- Rock excavation, unforeseen obstructions, or utility conflicts beyond reasonable field coordination.
- Irrigation repairs outside immediate disturbed areas (handled via T&M or change order if discovered).
- Traffic control beyond standard cones/signage (if jurisdiction requires formal traffic control plan, it will be added by change order).



Project Proposal

Price: \$157,220.00

- **Proposal is valid for 15 days from date of issuance.**
- Delays not caused by Branch Construction Group will be billed at the applicable rate.
- If non-standard working hours are requested additional charges will be applied unless previously agreed on. Definition - Night Work 5:30PM – 7AM or Weekend Work Saturday/Sunday at applicable rate. Pricing does not include boring through rock, compensation for utility conflicts, locating services or delays not caused by Branch Construction Group. See unit pricing below for individual rates and charges.
 - Additional \$3.00/Lf will be charged for boring through rock, shale, slate, and similar materials
 - Mobilization will be billed at \$2.50/mile for boring rig setup if applicable.
 - Mobilization will be billed at \$1.50/mile for workforce mobilization if applicable

Assumptions

- Assumes that private utilities (e.g., sprinklers etc.) are marked by the customer; Branch Construction Group will use reasonable precautions but will not be responsible for damage to unmarked/incorrectly marked utilities.
- Customer responsible for all temporary/permanent fence removal/replacement.
- The job schedule must be mutually agreed upon.
- The work site will be cleaned by backhoe – will NOT include pressure wash/reclaimed water, street brush, etc.
- Well Point/Pump Systems not included; if necessary, incremental expense to be charged to customer.
- Branch Construction Group is not responsible for engineering drawings, city drawings, or any plans used for construction purposes. If there are errors or omissions and the job cannot be completed – Branch Construction Group will receive payment for work completed.
- All work to be done during normal construction hours (M-F, 7AM-5:30PM)

Terms

- Net 30 Days

Termination



Project Proposal

- If the Client terminates this Contract after Branch Construction Group has commenced its work, the Client shall be responsible for the following:
 - The Client shall pay Branch Construction Group the Contract price of the fittings, or specialized materials once production has commenced or the items have been purchased.
 - The Client shall pay Branch Construction Group a 25% restocking fee in the event the job is cancelled because standard fittings have been ordered.
 - The Client shall reimburse Branch Construction Group for all reasonable out-of-pocket mobilization expenses incurred by Branch Construction Group (including travel and transportation costs for Branch Construction Group personnel to the job site and an hourly rate of \$95.00 for each person mobilized by Branch Construction Group if Branch Construction Group has mobilized its personnel or agents in connection with the project.
 - On certain occasions Branch Construction Group can return special or not normal size fittings. However, this will require 70% restocking fee if the job cancels or pipe size changes after fittings are ordered.

Indemnification

- BRANCH CONSTRUCTION GROUP (HEREAFTER "BCG") SHALL INDEMNIFY CLIENT FOR DAMAGES ARISING OUT OF THE PERFORMANCE OF WORK, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF BCG AND THE TOTAL LIABILITY TO CLIENT AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY COST, LOSS, LEGAL FEES, OR DAMAGES SHALL NOT EXCEED THE PERCENTAGE SHARE THAT BCG'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE OF CLIENT, BCG, AND ALL OTHER NEGLIGENT ENTITIES AND INDIVIDUALS.
- BY WAY OF FURTHER LIMITATION, BCG SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER GROUNDED IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR CONTRACT, AND UNDER NO CIRCUMSTANCES WILL BCG'S LIABILITY EXCEED THE PROJECT PROPOSAL PRICE CLIENT PAID BCG FOR THE GOODS OR SERVICES UPON WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Accepted by:

Company Name: _____



Project Proposal

Signature: _____

Name Printed: _____

Date: _____

RESOLUTION 2026-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS
ESTABLISHING A CODE OF ETHICS AND CONDUCT FOR ELECTED OFFICIALS,
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, it is important that the public have confidence in the integrity of its government;
and

WHEREAS, the proper operation of the government requires that City officers be independent
and impartial and that governmental decisions and policy be made within the proper channels of
governmental structure; and

WHEREAS, the City Council of the City of Seabrook, Texas desires to adopt a policy to govern
the actions of public officials and to memorialize the officials' dedication and service to the
citizens of the City; and

WHEREAS, the City Council by this Resolution adopts a Code of Ethics and Conduct for
elected officials and hereby memorializes that desire by the adoption of this resolution.

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

Section 1. The Code of Conduct Policy attached as Exhibit "A" is hereby adopted in its entirety.

Section 2. This Resolution shall be effective immediately upon its passage.

This resolution is adopted on this the 17th day of February, 2026 by the City Council of the City
of Seabrook.

Jim Sweeney
Mayor

ATTEST:

Rachel Lewis, TRMC
City Secretary



Agenda Briefing

Date of Meeting: February 17, 2026

Responsible Department: Community Development

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

Briefing Prepared By: Sean Landis

Strategic Focus Area:

General Information:

Discuss Senate Bill 785, approved into law on June 22, 2025, and effective September 1, 2026, relating to the regulation of new HUD-code manufactured housing and potential impacts on the City's zoning and development regulations.

Executive Summary / Background:

City staff will present an overview of Senate Bill 785 (SB 785), which relates to the regulation and placement of new HUD-code manufactured housing within municipalities. This adopted legislation makes changes to state law that affect the City's authority over zoning, development standards, and the approval process for both manufactured housing communities and individual HUD-code homes. Although HUD-code manufactured housing is constructed under federal standards, local governments have traditionally maintained control over zoning and placement requirements.

SB 785 addresses the extent to which cities may regulate the installation of new manufactured homes and limits restrictions that treat manufactured housing differently from other single-family residential structures. City staff will review the bill's key provisions, outline its impact on housing development patterns within the City, and identify whether updates to existing ordinances or development regulations are necessary.

This item is presented for discussion only, and no formal action is required at this time. However, the Council may provide guidance to staff regarding future policy considerations or legislative responses.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Senate Bill 785
2. SB 785 Analysis HUD Manufacture Housing

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.

Bill Title: Relating to the regulation of new HUD-code manufactured housing.

Spectrum: Partisan Bill (Republican 4)

Status: *(Passed)* 2025-06-22 - Effective on September 1, 2026 [\[SB785 Detail\]](#)

Download: [Texas-2025-SB785-Introduced.html](#)

89R3895 MP-F

By: Flores

S.B. No. 785

A BILL TO BE ENTITLED

AN ACT

relating to the regulation of new HUD-code manufactured housing.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 1201.008, Occupations Code, is amended

by amending Subsections (b) and (d) and adding Subsections (d-1)

and (g) to read as follows:

(b) Subject to Subsection (g), on ~~On~~ application, the municipality shall permit the installation of a HUD-code manufactured home for use as a dwelling in any area determined appropriate by the municipality, including a subdivision, planned unit development, single lot, and rental community or park. An application to install a new HUD-code manufactured home for use as a dwelling is considered to be granted unless the municipality in writing denies the application and states the reason for the denial not later than the 45th day after the date the application is received.

(d) Except as approved by the department and subject to Subsection (d-1), a local governmental unit may not require a permit, a fee, a bond, or insurance for the transportation and installation of manufactured housing by a licensed retailer or installer. This subsection does not prohibit the collection of

actual costs incurred by a local governmental unit that result from the transportation of a manufactured home.

(d-1) A municipality may not unreasonably regulate or restrict the installation of new HUD-code manufactured homes. A municipality may not require a specific use permit or other permit that serves a similar purpose to a specific use permit for a new HUD-code manufactured home that has been constructed in accordance with federal law and this chapter.

(g) A municipality with zoning regulations or zoning district boundaries:

(1) shall permit the installation of a new HUD-code manufactured home for use as a dwelling under at least one:

(A) residential zoning classification; or

(B) type of residential zoning district; and

(2) may not adopt or enforce other zoning regulations

or zoning district boundaries that directly or indirectly prohibit
the installation of new HUD-code manufactured homes in all
residential zoning classifications or types of residential zoning
districts adopted by the municipality.

SECTION 2. This Act takes effect September 1, 2025.

BILL ANALYSIS

Senate Research Center

S.B. 785
By: Flores
Local Government
6/12/2025
Enrolled

AUTHOR'S / SPONSOR'S STATEMENT OF INTENT

Texas needs more options and solutions to meet the growing demand for affordable housing. As one of several policies to bring new housing type options and increase the supply of homes, in particular affordable homes, S.B. 785 ensures that in some capacity manufactured homes serve a role in every city's housing stock.

Modern manufactured housing demonstrates modern features, aesthetics, and value. This bill requires that every city allow new HUD-code manufactured homes to be built, by right, in at least one area of residential zoning and prohibits cities from, directly or indirectly, prohibiting manufactured homes within the entire city limits. Cities still maintain the right to choose size and location for suitable manufactured homes placement and exclude manufactured homes from unsuitable locations.

S.B. 785 amends current law relating to the regulation of new HUD-code manufactured housing.

RULEMAKING AUTHORITY

This bill does not expressly grant any additional rulemaking authority to a state officer, institution, or agency.

SECTION BY SECTION ANALYSIS

SECTION 1. Amends Section 1201.008, Occupations Code, by amending Subsections (b) and (d) and adding Subsections (d-1), (g), and (h), as follows:

(b) Requires a municipality, subject to Subsection (g), on application, to permit the installation of a HUD-code manufactured home for use as a dwelling in any area determined appropriate by the municipality, including a subdivision, planned unit development, single lot, and rental community or park. Makes a nonsubstantive change.

(d) Prohibits a local government unit, except as approved by the Texas Department of Housing and Community Affairs operating through its manufactured housing division and subject to Subsection (d-1), from requiring a permit, a fee, a bond, or insurance for the transportation and installation of manufactured housing by a licensed retailer or installer.

(d-1) Prohibits a municipality from requiring a specific use permit or other permit that serves a similar purpose to a specific use permit for a new HUD-code manufactured home if the home has been constructed in accordance with federal law and this chapter and the municipality does not require a specific use permit for other residential property in the same zoning classification.

(g) Requires a municipality with zoning regulations or zoning district boundaries, except as provided by Subsection (h), to:

(1) permit the installation, by right, of a new HUD-code manufactured home for use as a dwelling within the municipality's boundaries under at least one

residential zoning classification, type of residential zoning district, or dedicated zoning classification for residential HUD-code manufactured homes;

(2) ensure at least one of the residential zoning classifications or districts described by Subdivision (1) has been adopted and applies to an area of land within the municipality's boundaries; and

(3) if the municipality has a comprehensive zoning classification map, indicate on the map the areas within the municipality's boundaries that comply with Subdivision (2).

(h) Provides that Subsection (g) does not limit the authority of a municipality to adopt or enforce an ordinance, rule, or other measure to protect historic landmarks or include properties within the boundaries of a local historic district, affect deed restrictions established before January 2, 2025, or apply to a municipality in which all areas zoned for residential use have deed restrictions on September 1, 2025, prohibiting the placement of manufactured homes or that does not have any areas or districts zoned for business or industrial use.

SECTION 2. Effective date: September 1, 2026.

February 2026

February 2026						
Su	Mo	Tu	We	Th	Fr	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
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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
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April 2026						
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26	27	28	29	30		

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22	23	24	25	26	27	28 8:00am TRASH BASH IN SEABROOK (Bay Elementary)
29	30	31	Apr 1	2	3	4