



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, MARCH 3, 2026 - 6:00 PM**

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

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, MARCH 3, 2026 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1ST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

PLEDGE OF ALLEGIANCE

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker, shall be limited to City business or City-related business or matters of general public interest, and shall not include any personal attacks or abusive language.

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

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

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

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

1.2 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, Capital Projects, and other city projects.

2. PRESENTATIONS

2.1 Presentation of quarterly staff awards for October through December of 2025.
Crissy Naranjo, Director of Human Resources

3. CONSENT AGENDA

3.1 Approve the minutes of the February 17, 2026 City Council meeting.

3.2 Consider and take all appropriate action on the second 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.

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.

4. NEW BUSINESS

4.1 Consider and take all appropriate action on Ordinance 2026-06, Amending Chapter 70, "Traffic and Vehicles" establishing regulations related to truck traffic on a public street. *Gayle Cook, City Manager*

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, TEXAS BY AMENDING CHAPTER 70 "TRAFFIC AND VEHICLES", ARTICLE IV "WEIGHT RESTRICTIONS", SECTION 90-108 "RESTRICTED ACCESS BY TRUCKS TO CERTAIN STREETS" AND SECTION 90-112 "EXCEPTIONS"; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00) OR THE MAXIMUM AMOUNT PROVIDED BY LAW FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

4.2 Consider and take all appropriate action on the approval of 2026-01 Task Order for Engineering and Surveying Services with Cobb Fendley Engineering under the Professional Services Agreement (PSA) in an amount of \$ 33,900.00 for a district parking expansion in Old Seabrook with Seabrook Economic Development funding and authorize the City Manager to execute. *Gayle Cook, City Manager*

4.3 Consider and take all appropriate action on the ratification of the revised Seabrook Economic Development Corporation Incentive Policy, SEDC Resolution 2026-01/EDC. *Rick Guerrero, Director of Economic Development*

4.4 Consider and take all appropriate action on the first and final reading of

Ordinance 2026-08, a supplement to the order of the May 2, 2026 General Election to include the use of electronic poll pads. *David Olson, City Attorney*

AN ORDINANCE TO SUPPLEMENT ORDINANCE 2026-04 CALLING AND ESTABLISHING PROCEDURES FOR THE GENERAL CITY OFFICERS' ELECTION TO BE HELD ON MAY 2, 2026; AND FOR A RUNOFF ELECTION ON JUNE 13, 2026, IF REQUIRED, BY AMENDING SECTION 4 TO INCLUDE THE USE OF KNOWINK ELECTRONIC POLL PADS, AND MAKING OTHER PROVISIONS RELATED TO THESE ELECTIONS.

4.5 Consider and take all appropriate action on Resolution 2026-04, amending and updating the purchasing policy for the City of Seabrook. *Michael Gibbs, Director of Finance*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, AMENDING AND UPDATING THE PURCHASING POLICY FOR THE CITY OF SEABROOK; AND REPEALING RESOLUTION NO. 2022-30; AND PROVIDING AN EFFECTIVE DATE.

5. DISCUSSION

5.1 Discussion regarding survey results and analysis on Survey #1, Quality of Life Projects. *Gayle Cook, City Manager*

6. ROUTINE BUSINESS

6.1 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 25, 2026 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





**MEETING MINUTES
FEBRUARY 17, 2026**

**SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING**

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

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

The following citizens provided comments:

Ronica Hall 2609 La Teche Lane BAYCERT birthday and support by Council

Joe Machol Seabrook BAYCERT, cost of chairs, Pine Gully Park, Mayor report

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

City Manager Gayle Cook reported on the following:

Mural project

Survey tool for CIP

EDC meeting updates

Parks and Trails meeting updates

Planning & Zoning meeting reschedule

SH 146 Red Bluff to Spencer project update

Old Waste Water Treatment Plant demolition

Pelican Bay Pool Project update

Fire Training Tower progress

Planned CIP projections

Fleet Week drone show

Councilmember Kubena announced the following event:

Trash Bash on March 28, 2026

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.

Mayor Sweeney presented the proclamation to Amanda Alvarado and Michelle Barnabo with the City of Seabrook Public Affairs Department, and declared February 20, 2026 as Government Communicators Day.

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

Danielle Robinson and Susan Hickman, representing Barge 295, presented the report. Ms. Robinson stated the event attracted visitors from outside of Seabrook and noted that the event had been expanded, with more entertainment offerings.

Ms. Hickman stated she coordinated the events and marketing efforts. She reported two nights of concert events were specifically designed to attract non-local attendees. She reviewed the advertising and promotion strategies, including radio, digital, and geographically targeted campaigns, which featured a dedicated hotel information page. She reported that the digital campaign generated over 2,000,000 impressions. Ms. Hickman also presented the advertising plans and hotel partnership strategy for the 2026 Fall Fest.

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.

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

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.

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

5. 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.

City Manager Gayle Cook presented the resolution and stated this grant was for the first phase of the project.

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

5.2 Consider and take 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.

Emergency Management Services Director Kevin Rodgers presented the list of items which included a rescue boat and stokes basket.

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

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.

Mayor Sweeney stated this item was pulled from consideration and would be considered at a future meeting.

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.

Public Works Director Brian Craig presented the agreement and informed Council the Lakewood Homeowners Association approved the project.

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

5.5 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.

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

5.6 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.

Court Administrator Cristina Duran presented the proposed changes and explained that the ordinance was necessary to bring the City's codes into compliance with current state law.

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

5.7 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.

Public Works Director Craig presented the proposal and explained that it represented the third and final phase of the project.

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

5.8 Consider and take all appropriate action on Resolution 2026-03 establishing a Code of Conduct for elected officials.

Mayor Sweeney presented the items and proposed revisions. Councilmember Cervantes requested that the title "Councilmember" be used consistently throughout the documents. She also requested that codes of conduct for appointed members of boards and commissions and staff be included. Mayor Sweeney stated that a separate document addressing appointed officials would be prepared in the near future.

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

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 presented an overview of the new regulations and possible affects for the City zoning.

Mayor Sweeney adjourned into Executive Session at 6:56 pm pursuant to Texas Local Government Code 551.071 — Consultation with the City Attorney regarding legal advice.

Mayor Sweeney reconvened Open Session at 7:16 pm.

7. ROUTINE BUSINESS

7.1 Establish future meeting dates and agenda items.

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

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: March 3, 2026

Responsible Department: Municipal Court

Presenter:

Briefing Prepared By: Cristina Duran

Strategic Focus Area: Municipal Court

General Information:

Consider and take all appropriate action on the second 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 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,

SECTION 1. FINDINGS OF FACT.

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:

* * *

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 arrest any 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~~ city 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 Defendant ~~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: March 3, 2026

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area: CITY SERVICES

General Information:

Consider and take all appropriate action on Ordinance 2026-06, Amending Chapter 70, "Traffic and Vehicles" establishing regulations related to truck traffic on a public street.

Executive Summary / Background:

Chapter 90, Article IV of the City Code regulates truck traffic and weight restrictions on designated city streets. Over time, regulatory signage has been erected on additional streets and corridors to address neighborhood safety, traffic flow, pavement preservation, and quality-of-life concerns.

A review of the Code identified that certain sections of the ordinance required updating to:

1. Align the Code with truck restriction signage that has already been erected and is currently in place;
2. Reflect operational and traffic pattern changes following the completion of State Highway 146 improvements; and
3. Address changes in commercial use and activity within the City that affect truck routing and enforcement clarity.

The proposed ordinance updates Section 90-108 (Restricted Access by Trucks to Certain Streets) and Section 90-112 (Exceptions) to ensure consistency between the City Code and existing field conditions.

Funding / Fiscal Information:

Supporting Materials Attached:

1. 2025-06 Traffic and Vehicles Amendment

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

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

**CITY OF SEABROOK
ORDINANCE 2026-06**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, TEXAS BY AMENDING CHAPTER 70 "TRAFFIC AND VEHICLES", ARTICLE IV "WEIGHT RESTRICTIONS", SECTION 90-108 "RESTRICTED ACCESS BY TRUCKS TO CERTAIN STREETS" AND SECTION 90-112 "EXCEPTIONS"; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00) OR THE MAXIMUM AMOUNT PROVIDED BY LAW FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council finds that thru-truck traffic on principal arterials leading to local residential collector streets increases safety risks, noise, and pavement wear;

WHEREAS, the City Council desires to make amendments the section of "No Thru Truck" streets, while preserving reasonable exceptions for local deliveries, service calls, emergencies, utilities, and governmental operations.

WHEREAS, the City Council finds that some exceptions to this article require amendments.

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

SECTION 1. AMENDMENT TO THE CODE

That the Code of Ordinances of the City of Seabrook, Texas is hereby amended by amending Chapter 90 titled, "Traffic and Vehicles", Article IV titled, "Weight Restrictions", Section 90-108 titled, "Restricted Access by Trucks to Certain Streets."

CHAPTER 90

TRAFFIC AND VEHICLES

ARTICLE IV WEIGHT RESTRICTIONS

Sec. 90-108. Restricted access by trucks to certain streets.

(a) No person shall operate, or cause to be operated, trucks meeting or exceeding 10,000 pounds (five tons) in empty weight on any of the following streets or portions of streets in the city, unless the operator of the vehicle is engaged in a commercial purpose that has as its commercial destination a residence or business location on that vehicle weight-restricted portion of a street:

- (1) Bahama Drive.
- (2) El Mar Lane.
- (3) Capri Lane.
- (4) Lakeside Drive.
- (5) Hialeah Drive.
- (6) Breezewood Drive.
- (7) Lakepointe Forest Drive.
- (8) Red Bluff, from 1957 Red Bluff to Todville Road.
- (9) Todville.
- (10) East Meyer.
- (11) Main Street.
- (12) 10th Street.
- (13) Hall Street.
- (14) Hardesty Street.
- (15) 4th Street, from State Highway 146 to Main Street.
- (16) 5th Street, from State Highway 146 to Main Street.
- (16) North Meyer.
- (17) Cook Ave.
- (18) 1st Street.
- (19) Lakeside Drive
- (20) Acadiana Ln.

(21) Neal Drive

(22) Shady Lake Dr.

(23) Boardwalk Blvd.

(24) Alexis Street.

(b) Signs saying "NO THRU TRUCKS" shall be posted at the point or the intersection where such restricted use commences and, if the portion of the street or road restricted is more than two city blocks in length, at reasonable intervals between the point of commencement and the point of termination of such restricted use, as and if required by law.

(c) Any violation of this section shall be punished by fine consistent with section 1-15. Sec. 90-112. Exceptions.

Sec. 90-112 Exceptions.

(a) This article shall not apply to the following specifically named streets within the corporate city limits:

(1) Elam Drive, from NASA Road 1 to Sergeant.

(2) Eleventh Street.

(3) Fifth Street, from NASA Road 1 to end.

(4) Lidstone, from NASA Road 1 to end.

(5) NASA Road 1.

(6) Red Bluff Road, from City Limits to Old State Highway 146.

(7) Repsdorph Road.

~~(8) Second Street.~~

~~(9) Seventh Street, from NASA Road 1 to Lidstone.~~

(10) State Highway 146.

(b) The provisions of section 90-107(b) pertaining to bridges on Todville Road shall apply without any exceptions; but the other provisions of this article shall not apply to buses operated by the Clear Creek Independent School District or to any person having a franchise from or a contract with the city.

SECTION 3. PENALTY CLAUSE; INCLUSION INTO THE CODE.

This Ordinance is hereby incorporated into and made a part of the Seabrook City Code. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not more than Two Hundred Dollars (\$200.00) per offense or the maximum amount provided by law. Each day of violation shall constitute a separate offense.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extents of such inconsistency or conflict, hereby repealed.

SECTION 5. SEVERABILITY.

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

SECTION 6. NOTICE BY PUBLICATON

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 and posting of signs in accordance with law.

SECTION 7. NOTICE BY ERECTION OF SIGNS

This Ordinance shall become effective upon appropriate erection of speed zone signage to establish and provide additional notice of the establishment of the subject school zones speed limit during school-designated times as provided for herein.

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 ____th day of _____, 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 ____th day of _____, 2026

By: _____
Jim Sweeney
Mayor

ATTEST:

By: _____
Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

David Olson
City Attorney



Agenda Briefing

Date of Meeting: March 3, 2026

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area: INFRASTRUCTURE

General Information:

Consider and take all appropriate action on the approval of 2026-01 Task Order for Engineering and Surveying Services with Cobb Fendley Engineering under the Professional Services Agreement (PSA) in an amount of \$ 33,900.00 for a district parking expansion in Old Seabrook with Seabrook Economic Development funding and authorize the City Manager to execute.

Executive Summary / Background:

In a continued goal of expanding district parking in the Old Seabrook District, this proposal is being brought forward to consider to begin a phase 2 parking lot.

This item was heard by the Seabrook Economic Development Corporation on February 12, 2026, and approved unanimously for funding on this proposal.

This is for ratification and approval for the city to engage services under the Professional Services Agreement between the City of Seabrook and Cobb Fendley and Associates as a task order.

Funding / Fiscal Information:

Seabrook Economic Development Corporation

Supporting Materials Attached:

1. Cobb Fendley Proposal
2. Task Order 2026-01

Prior Action / Review by Council, Boards, Commissions:

February 12, 2026 Seabrook Economic Development Corporation approved funding the proposal costs.

Staff Recommendation:

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



January 9, 2026

Mr. Brian Craig
Public Works Director
City of Seabrook
1100 Red Bluff
Seabrook, Texas 77586

Re: Proposal for Engineering and Surveying Services
Seabrook – Old Seabrook Parking Lot Phase 2
CobbFendley Project No. _____

Dear Mr. Craig:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit this proposal to provide Engineering and Surveying Services for the Old Seabrook Parking Lot Phase 2 Project in Seabrook, Texas. CobbFendley proposes to provide the Scope of Services for the Compensation as outlined in Attachments A and B, respectively.

Thank you for the opportunity to submit this proposal. Please advise if you have any questions or require additional information.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Amber Hurd".

Amber Hurd, P.E.
Vice President, Department Manager

Attachments

This proposal accepted by:

CITY OF SEABROOK, TEXAS

Signature

Print Name

Title

Date of Authorization

ATTACHMENT A
SCOPE OF SERVICES

Cobb, Fendley & Associates, Inc.
Proposal for Professional Engineering & Surveying Services
Old Seabrook Parking Lot Phase 2

PROJECT DESCRIPTION AND LIMITS

The Old Seabrook Parking Lot Phase 2 Project is a proposed parking lot located at the northeast corner of 3rd Street and Hall Avenue similar to the parking lot on the northwest corner of 3rd Street and Bryan Avenue. This project includes concrete pavement and curb, sidewalk, drainage, and lighting.

- *Exhibit A – Old Seabrook Parking Lot Phase 2*
- *Exhibit B – Opinion of Probable Construction Cost*

GENERAL REQUIREMENTS

CobbFendley shall prepare all work in accordance with the latest version of applicable City of Seabrook's (City) procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications. When design criteria are not identified in City manuals, CobbFendley shall notify the City and refer to State approved manuals, which include: *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*, *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition)*, and other State approved manuals.

CobbFendley shall notify the client and secure permission to enter private property to perform any surveying, environmental, engineering, or geotechnical activities needed outside of current right-of-way. CobbFendley shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from the client prior to each entry.

The Engineer shall coordinate with the City throughout the PS&E development and with local entities having jurisdiction or interest in the project (e.g. County, TxDOT, HCFCD, etc.).

The Engineer shall invoice according to Descriptions shown in Attachment A. The Engineer shall submit each invoice in a format acceptable to the City.

A. BASIC SERVICES

DESIGN

I. PARKING LOT DESIGN

CobbFendley will provide construction drawings using CADD standards as required by the City. The drawings will consist of existing and proposed features. The plans will be prepared on 22"x34" format sheets.

1. Parking stall orientation
2. Handicap stalls
3. Driveway entrances
4. Sidewalk locations
5. Drainage and grading plan
6. Lighting placement plan

III. UTILITY COORDINATION

CobbFendley will perform the utility and investigation work involving the research and identification of private and public utilities within the project limits. This will include:

1. Researching the existence of public utilities such as sanitary, storm sewer, and water lines within the project limits
2. Request any additional information from private (CenterPoint Energy, AT&T and Others within the project corridor) and pipeline utilities, regarding locations of facilities within the proposed project limits
3. Identify potential conflicts between the existing utilities and the proposed project improvements

IV. STORMWATER POLLUTION PREVENTION PLAN (SW3P)

CobbFendley will prepare SW3P detail sheets based on the latest NPDES, and City of Seabrook Stormwater Quality Standards to minimize the potential impact to receiving waterways.

V. SUMMARY

The full plan set will include at a minimum:

1. Cover Sheet
2. General Construction Notes

3. Survey Control
4. Grading and Drainage Plan
5. Site Lighting Conduit Plan
6. Storm Water Pollution Prevention Plan
7. Detail Sheets

VI. MILESTONE SUBMITTALS

CobbFendley shall prepare plans and submit for approval from the City. CobbFendley shall provide the following information at each submittal:

1. 60% Milestone Submittal:

Digital Copy of the following items in .pdf format:

- Set of 22"x34" Plans for review
- Contract Front End Documents and Technical Specifications
- Opinion of Probable Construction Cost

2. 90% Milestone Submittal:

Digital Copy of the following items in .pdf format:

- Set of 22"x34" Plans for review
- Contract Front End Documents and Technical Specifications
- Revised supporting documents from 60% review comments
- Opinion of Probable Construction Cost

3. Final Submittal:

Digital Copy of the following items in .pdf format:

- Set of 22"x34" Plans for review
- Contract Front End Documents and Technical Specifications – Bid Ready
- Revised supporting documents from 90% review comments
- Opinion of Probable Construction Cost
- Construction Schedule

VII. PROJECT MANUAL, SPECIFICATIONS AND GENERAL NOTES

CobbFendley will prepare a Project Manual including the City of Seabrook's standard front-end documents, standard specifications, special specifications, special provisions and the general note items for inclusion in the plans and bidding documents.

B. ADDITIONAL SERVICES

I. SURVEY

CobbFendley, as the project surveyor shall:

1. Establish Project Control

- a. Establish horizontal and vertical control points throughout the project no more than 1,000 feet apart.
 - b. Horizontal and Vertical control will be tied to TSARP datum.
 - c. Re-establish project control prior to construction
2. Topographic Survey – Collect natural ground elevations at 50' spacing within the existing site bordered by Hall Avenue to the west, 3rd Street to the south, and the Phase 1 parking lot to the east plus an additional 10 feet outside of the limits. See the preliminary proposed parking lot shown in *Exhibit A* (approximate area of 300 feet by 250 feet).
 - a. Contact One-Call to mark existing utilities prior to conducting field survey
 - b. Locate existing overhead and above ground visible utilities
 - c. Locate topographical features and existing improvements
 - d. Locate Trees within the right-of-way. Provide tree type and size
 - e. Determine existing pavements and surface material type
 - f. Provide details of existing drainage features (e.g., pipe, boxes, culverts, manholes, swales, ditches, ponds, etc.) including top/grate elevations, flowline elevations, type/size, direction of flow, etc.
 - g. Provide Engineer with AutoCAD file with all survey and point file data

EXCLUSIONS FROM THE SCOPE OF SERVICES:

The services described above are the identified Basic and Additional Services for this assignment. Other items that may arise during the course of the project that the Client may wish to add to the scope of services shall be deemed as SUPPLEMENTAL SERVICES. CobbFendley shall undertake such additional services as assigned by the Client upon written direction from the Client. Examples of such items are as follows:

1. Geotechnical Investigation
2. Boundary Survey
3. Bid Phase Services
4. Splitting Project into multiple bid packages
5. Attending and conducting Public Meetings
6. Electrical Design
7. Construction Materials Testing (CMT)
8. Construction Inspection (Part Time or Full Time)
9. Construction Administration
10. Any other services not specifically included within the description of the Basic Services or Additional Services as described above.

ATTACHMENT B
BASIS OF COMPENSATION

Cobb, Fendley & Associates, Inc.
 Proposal for Professional Engineering Services
 Old Seabrook Parking Lot Phase 2

A. BASIC SERVICES

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below. Reimbursable items and subconsultants will be subject to a 10% administration charge.

1. DESIGN PHASE (<i>Lump Sum</i>)	\$26,400
Subtotal (<i>Lump Sum</i>).....	\$26,400

Reimbursable Expenses

1. Reproduction, mileage, delivery charges, etc. (<i>Not to Exceed</i>)	\$1,000
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B. ADDITIONAL SERVICES

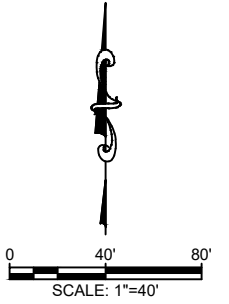
1. Survey by CobbFendley (<i>Lump Sum</i>)	\$6,500
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Subtotal, Additional Services	\$6,500
--	----------------

TOTAL, Basic & Additional Services, Including Reimbursables	\$33,900
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The Compensation for any other Supplemental Services which the City desires to be added to the Scope of Services of the project shall be negotiated. Reimbursable items are included. Subconsultant invoices will be subject to a 10% administration charge. Services will be charged according to those personnel directly involved in providing the service and will be rounded to the nearest half hour.

This proposal/supplement is in accordance with the Terms and Conditions outlined in the Professional Services Agreement executed on October 11, 2004 between the City of Seabrook and CobbFendley.



LEGEND

 **PROP. CONCRETE**



CobbFendley
Texas Registration No. 274
1920 Country Place Parkway, Suite 400
Pearland, Texas 77584
281.993.4952 | fax 281.993.8086
www.cobbfendley.com

EXHIBIT A
OLD SEABROOK PARKING LOT
PHASE 2

EXHIBIT B

Client: City of Seabrook
 Project Name: Old Seabrook Parking Lot Phase 2
 Project Limits: Located at the Corner of Hall Avenue & 3rd Street

Opinion of Probable Construction Cost

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price
SECTION 1 - SITE PREPARATION					
1	Mobilization (No Greater Than 5% of Total Bid)	LS	1	\$ 10,000.00	\$ 10,000.00
2	Clearing, Grubbing, and Ground Stripping, Including Haul Off and Disposal	AC	0.28	\$ 3,500.00	\$ 980.00
3	Excavation, Including Haul-Off	CY	110	\$ 10.00	\$ 1,100.00
SUBTOTAL SECTION 1					\$ 12,080.00
SECTION 2 - PAVING					
4	6" Reinforced Concrete Pavement, Complete in Place	SY	1,200	\$ 75.00	\$ 90,000.00
5	6" Manipulation of Lime Stabilized Subgrade, Complete in Place	SY	1,300	\$ 5.50	\$ 7,150.00
6	Hydrated Lime (Type B, 8% Lime by Dry Weight of Soil), Complete in Place	TON	23	\$ 275.00	\$ 6,325.00
7	5" Reinforced Concrete Sidewalks, Including 6" Select Fill, Complete in Place	SF	1,085	\$ 9.00	\$ 9,765.00
8	6" Concrete Curb, Complete in Place	LF	500	\$ 9.00	\$ 4,500.00
9	Furnish and Install Parking Stall Wheel Stop, Complete in Place	EA	26	\$ 60.00	\$ 1,560.00
10	Reinforced Concrete ADA Ramps w/ Truncated Dome with 2" Bank Sand, Complete in Place	EA	3	\$ 1,750.00	\$ 5,250.00
SUBTOTAL SECTION 2					\$ 124,550.00
SECTION 3 - PAVEMENT MARKINGS AND SIGNS					
11	Type I Pavement Markings (4" Thermoplastic White Solid)	LF	1,000	\$ 5.00	\$ 5,000.00
12	Furnish and Install Ground Mount Handicap Signs (R7-8, R7-8A), Complete in Place and in Accordance with Drawings and Specifications	EA	2	\$ 250.00	\$ 500.00
13	Handicap Pavement Markings (Symbol), Complete In Place as Required by the Drawings and Specifications (Includes Loading Zone Striping)	EA	2	\$ 250.00	\$ 500.00
SUBTOTAL SECTION 3					\$ 6,000.00
SECTION 4 - STORM SEWER					
14	18-Inch Reinforced Concrete Pipe C-76 Type III, with Rubber Gaskets, Complete in Place	LF	43	\$ 150.00	\$ 6,450.00
15	18-Inch HPDE, Complete in Place	LF	40	\$ 130.00	\$ 5,200.00
16	12-Inch Sch 80 PVC, Complete in Place	LF	22	\$ 120.00	\$ 2,640.00
17	Concrete Inlet, Type "A", Stage I & II, Complete in Place	EA	1	\$ 5,000.00	\$ 5,000.00
18	30"x30" Junction Box w/ Lid, Complete in Place	EA	1	\$ 3,500.00	\$ 3,500.00
19	Trench Safety System for Storm Sewer, All Depths	LF	105	\$ 2.00	\$ 210.00
SUBTOTAL SECTION 4					\$ 23,000.00
SECTION 5 - ELECTRICAL & LIGHTING					
20	Install 2-Inch HDPE Electrical Conduit, Complete in Place	LF	235	\$ 18.00	\$ 4,230.00
21	Install 3'x2' Electrical Hand Hole, Complete in Place	LS	1	\$ 500.00	\$ 500.00
22	Install Light Standard (Including Base, Pole, and Light Fixture)	LS	5	\$ 3,500.00	\$ 17,500.00
23	Install Electric Meter Per Plans (Coordinate with Power Company)	LS	1	\$ 5,000.00	\$ 5,000.00
SUBTOTAL SECTION 5					\$ 27,230.00
SECTION 6 - SWPPP					
24	SWPPP Inspection and Maintenance, and Reporting	LS	1	\$ 5,000.00	\$ 5,000.00
25	Inlet Protection Barrier, Reinforced Filter Fabric (All Phases), Complete in Place	LF	600	\$ 3.00	\$ 1,800.00
26	Stabilized Construction Entrance/Exit, Including Installation and Removal	EA	1	\$ 2,500.00	\$ 2,500.00
27	Furnish, Install, and Fertilize Sodding (Block Sodding) for Disturbed Areas, Including Fine Grading, Topsoil, Mowing, Maintenance, and Irrigation Until Established, Used Only at the Written Direction of the Engineer, Complete in Place	SY	400	\$ 10.00	\$ 4,000.00
SUBTOTAL SECTION 6					\$ 13,300.00
SECTION 7 - TRAFFIC CONTROL AND REGULATION					
28	Traffic Control and Regulation, in Accordance with Drawings and Specifications, Complete	LS	1	\$ 5,000.00	\$ 5,000.00
SUBTOTAL SECTION 7					\$ 5,000.00
SECTION 8 - SUPPLEMENTAL ITEMS					
29	Cement Stabilized Sand for Subgrade, Complete in Place (Engineer's Approval Required)	CY	100	\$ 60.00	\$ 6,000.00
SUBTOTAL SECTION 8					\$ 6,000.00
SUBTOTAL					\$ 217,160.00
20% CONTINGENCY					\$ 43,432.00
TOTAL CONSTRUCTION COST					\$ 260,592.00

TASK ORDER NO. _____

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

CLIENT PROVIDED INFORMATION:

Work Site: _____

Scope of Work to Be Performed: _____

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

Date and Time to **“As Requested”**

Date and Time to Complete: _____

Invoice Mailing Instructions: payables@seabrooktx.gov

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

CONSULTANT PROVIDED INFORMATION:

Compensation: \$ _____

Billing Terms: _____

Scope of Work/Proposal: _____

ACCEPTANCE :

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

CONSULTANT: _____

By(Signature):

Printed Name:

Title:

Date:

CLIENT: CITY OF SEABROOK

By(Signature):

Printed Name:

Title:

Date:



Agenda Briefing

Date of Meeting: March 3, 2026

Responsible Department: Economic Development

Presenter: Rick Guerrero, Director of Economic Development

Briefing Prepared By:

Strategic Focus Area: ECONOMIC DEVELOPMENT

General Information:

Consider and take all appropriate action on the ratification of the revised Seabrook Economic Development Corporation Incentive Policy, SEDC Resolution 2026-01/EDC.

Executive Summary / Background:

The updated policy simplifies the Corporation's incentive structure into three clearly defined program categories:

- Small Business Development Incentive
- Commercial Façade Incentive
- New Construction & Development Incentive

1. Simplified Program Structure

The policy consolidates incentive offerings into three streamlined categories to improve clarity, transparency, and administrative efficiency while maintaining flexibility for case-by-case Board consideration.

2. New Project Caps Established

The revised policy formalizes maximum incentive amounts for certain programs:

- Small Business Development: Maximum \$30,000 per project
- Commercial Façade: Maximum \$30,000 per project

These caps provide predictability and ensure equitable distribution of limited resources.

3. New Construction & Development Program

The New Construction & Development category is designed to incentivize significant

capital investment and job creation. Minimum eligibility requirements include:

- 10 new full-time jobs
- \$3,000,000 minimum real property investment
- \$100,000 minimum personal property investment

Unlike the smaller programs, this category does not establish a fixed per-project maximum incentive amount, allowing flexibility to structure performance-based agreements aligned with large-scale economic impact.

4. Establishment of Annual Funding Caps (New Provision)

For the first time, the policy formally establishes **annual funding ceilings** for incentive programs to ensure fiscal responsibility and alignment with the adopted EDC budget 2026 Resolution - EDC Incentive....

Initial caps for Fiscal Year 2025–2026 are:

- Small Business + Commercial Façade (Combined): \$100,000 annually
- New Construction & Development: \$200,000 annually

The policy further provides that:

- Annual caps will be reviewed and approved during each budget cycle beginning FY 2026–2027
- Incentives will be awarded on a first-come, first-served basis (or other Board-approved method) and may not exceed the adopted annual cap unless formally authorized by the Board

Funding / Fiscal Information:

Supporting Materials Attached:

1. 2026 Resolution - EDC Incentives Policy
2. Incentive Summary

Prior Action / Review by Council, Boards, Commissions:

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.

Staff Recommendation:

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

**SEABROOK ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION 2026-01/EDC**

SEDC INCENTIVES POLICY

* * * * *

WHEREAS, on January 18, 1992, the voters of the City of Seabrook authorized the City of Seabrook to adopt a one-half cent sales and use tax to pay for the costs of projects authorized by Chapters 501, 502, and 505 of the Texas Local Government Code, and to pay for the principal and interest of bonds or other obligations issued to pay the costs of such projects; and

WHEREAS, the Seabrook Economic Development Corporation (“EDC”), a type B corporation, was established to oversee the expenditures of these tax monies and bylaws were established for the operation of the EDC; and

WHEREAS, EDC has analyzed potential incentive programs available under state law to assist it in attracting businesses, creating jobs, and assisting in other statutorily authorized economic development programs; and

WHEREAS, EDC has evaluated incentive program funding for its current Fiscal Year budget; and

WHEREAS, EDC has allocated funding and memorialized incentive program funding options by resolution since Fiscal Year 2008-09, the first year it adopted such measures;

NOW THEREFORE, BE IT RESOLVED BY THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS:

Section 1. That EDC will undertake to establish one or more economic development incentive programs and expenditures in accordance with the City of Seabrook’s and the EDC’s economic development goals and adoption of relevant policies for each program, state law, including but not limited to Chapters 501, 502, and 505 Texas Local Government Code (the Development Corporation Act) and to the extent EDC is authorized to expend funds in such a program, as established by the Texas Local Government Code Chapter 380 and Seabrook City Council, as appropriate.

Section 2. That the following incentives are approved by the Board of Directors, and are designed to provide guidance to the EDC Director in his negotiations with potential economic development clients. All requests for incentives shall come back to the Board for consideration, and shall be in an amount or amounts which will not exceed

the total approved appropriation for Economic Development Incentive Programs, Budget Line Item 707-5620, in the amount as shown in the final budget following adoption by the Board of Directors and City Council for the then-current fiscal year, including amendments.

The incentives identified and approved by the Board of Directors are outlined in Appendix A, attached to this Resolution.

Section 3. That this Resolution be reviewed annually and attached as written or as it may be revised to subsequent EDC Budget, forwarded to the Seabrook City Council. The Board finds that the above list has been published as required for public comment by Section 505.160(a) Texas Local Government Code and constitutes a continuing project to the extent it is funded in any particular fiscal year.

Section 4. That following approval of the budget by the Board of Directors, the Seabrook City Council, and publication of the statutory notice identifying projects, that expenditures for those projects identified in Section 1 be thereafter approved and allocated subject to the budget line item cap by the Board of Directors, without further budget amendment or approval by the Board of Directors and City Council.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF FEBRUARY, 2026.

SEABROOK ECONOMIC DEVELOPMENT
CORPORATION

Paul Dunphey,
Chairman

ATTEST:

Ann Wacker,
Secretary

APPENDIX A

Article I - General Provisions

Seabrook, Texas is a community southeast of the City of Houston. The community was incorporated in 1961 and is currently 13 square miles in size. The Seabrook Economic Development Corporation was established in 1992 as a Texas 4B corporation (501c6) to serve as the economic development agent for the City.

The provisions of this resolution apply in the city limits of the City of Seabrook, Texas.

Purpose

The Seabrook Economic Development Corporation (SEDC) is committed to promoting economic growth, redevelopment and community improvement through the use of local planning tools, such as economic incentives. In order to create a guiding framework for decisions regarding the use of public resources to stimulate economic activity, the SEDC has established this policy to orient the consideration and use of economic incentives in a manner that is consistent with the City's strategic priorities and objectives, providing a return on investment to the community.

Obligation

While this policy will be proactively used in the process of granting incentives, nothing in this document implies that the City of Seabrook and the SEDC are under any obligation to provide an incentive. Further, while these guiding criteria provide a framework for evaluation, every prospect will be considered on a case-by-case basis by the SEDC and ultimately, the City Council. All incentives are subject to availability of funding.

Authority

This policy is adopted under the authority of the Constitution and Laws of the State of Texas, and the City Charter of the City of Seabrook, Texas.

Applicability

Any Project requesting incentives in Seabrook will be given consideration under the provisions of this policy. As a rule, Projects are evaluated with regard to their economic efficiency; and return on investment to the citizens of the City of Seabrook. This may mean addition of quality jobs, ad valorem tax value, sales tax or any other significant public benefit.

Public Accountability & Performance Measures

Every incentive agreement that the SEDC enters into is considered an investment for the public benefit. Each incentive application is considered with regard to its merit to the community at large, and its potential to create a multiplying economic effect for the citizens of Seabrook. Performance measures will be established based on the economic impact and overall assessment by the SEDC. Should an applicant be unsure of projected performance indicators, utilizing conservative estimates with contingency options are encouraged to prevent default.

EDC Incentive Programs Resolution

Page 3 of 10

Compliance

Each year of the active incentive agreement, compliance reporting must be completed by incentive recipients. Projects that are not in compliance with performance measures are subject to recapture of a portion or all of the incentive value.

Recapture

Should an incentive recipient fail to meet compliance measures and to perform under the prescribed cures, incentives are subject to repayment to the SEDC.

Development Quality

Generally, any Project receiving an incentive under the provisions of this policy shall exceed the minimum requirements of development quality prescribed in the Seabrook Code of Ordinances as determined by a staff evaluation of proposed facility designs. Such designs will be included as compliance measures in an incentive agreement.

Article II - Definitions

As used herein for the business incentive application, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

Agreement. A contract between an Incentive recipient and the SEDC clarifying the terms, performance measures and obligations of the parties.

Assessed Value. The appraised value of a property after any exemptions have been applied

Base Year Value. The Assessed Value of all property subject to a Tax Rebate in the year preceding execution of an Agreement

Business Personal Property. Any property associated with a Project other than Real Property and excluding inventory

City. The City of Seabrook, Texas, and all its governing and operating bodies

Construction / Build-Out Costs. Costs which may be associated and extended to mean the improved value of buildings, structures, fixed-in-place machinery and equipment, site improvements, and related personal equipment necessary to the primary operation of the facility.

Compliance Measures. Economic performance indicators for a Project established by Agreement and reported to the City annually or as otherwise prescribed by Agreement

Council. The City Council of the City of Seabrook, Texas

Default. An event in which a party to an Agreement has failed to meet Compliance Measures and to perform under prescribed cures

Expansion. An investment in fixed assets that will result in an increase in occupied building area, increased employment or higher Assessed Value of Real Property by a firm already located in the City

Facility. Combined Real and Business Personal Property Improvements that house an economically purposeful activity

Green Space Improvements. Improvements to the Project site that increases beyond required green space and detention requirements by the City that will utilize natural vegetation and landscaping to improve the site aesthetics.

Improvement. A building, structure or fixture erected on or affixed to land with a life expectancy of 15 years or more.

Incentive. Any inducement for economic activity given by a governmental entity (in this case the SEDC) such as a rebate, participation in infrastructure costs, waiver of fees or development requirements only as allowed by law, or any other incentives not prohibited by state or federal law.

Ineligible Property. The following types of property shall be fully taxable and ineligible for Incentives: land; inventories; supplies; tools; furnishings, and other forms of movable personal property; vehicles; vessels; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas; or any other property for which Incentives is not allowed by state law.

Infrastructure may include water, wastewater, roads, drainage, and the extension of franchise utilities. Infrastructure items must show a benefit to a region or area of the city and not solely benefit one business.

Job. A permanent, full-time employment position that has provided or will result in employment of at least 1,820 hours per position in a year; Part-time positions may be aggregated to create a full-time position for consideration in this policy.

Modernization. The replacement and upgrading of existing facilities which increases the productive input or output, updates the technology, or substantially lowers the unit cost of operation, and extends the economic life of the facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing, or completion of deferred maintenance.

Project. The combination of proposed investment, improvements and economic activity

that is submitted in an application for an economic incentive as provided by law, see Texas Local Government Code Sections 501 and 505.

Personal Property. Assets on a site that can be moved. Personal property is movable and not fixed permanently to one location, such as land or buildings.

Quality of Life Improvement may include sports and athletic facilities, tourism and entertainment facilities, convention facilities and public parks

Real Property. Land or improvement affixed thereto. Examples of real property are buildings, canals, crops, fences, land, landscaping, machinery, minerals, ponds, railroad tracks, and roads.

SEDC. Seabrook Economic Development Corporation and its staff.

Article III - The Application Process

Application Required

In order to ensure accountability, fairness and compliance with all applicable regulations, every incentive request must proceed through a uniform application process.

Incentive applications are evaluated on a case-by-case basis. As such, an application does not guarantee an incentive grant.

Information & Confidentiality

In order to perform an adequate cost-benefit analysis of each incentive request, the SEDC requests thorough information regarding the economic attributes of each Project. This information is used in the strictest sense to evaluate the potential incentive investment being considered by the SEDC and will be treated as confidential.

Please note that while government documents are subject to the provisions of the Texas Open Records Act and other regulations pertaining to transparency in government, certain exceptions apply to information used in Economic Development negotiations. Information that is provided to the City and the SEDC in connection with an application or request for economic incentives in accordance with the above criteria and guidelines and which describes the specific process or business activities to be conducted or equipment or other property to be located on the property for which the economic incentives are sought is subject to confidentiality and subject to exception for public disclosure until the economic incentives agreement is executed, or as otherwise determined by the Texas Attorney General as provided by the Act. The information in the custody of the City of Seabrook after the agreement is executed is not confidential and would be required to be released under the Texas Open Records Act.

Article IV – PROGRAM DEFINITIONS

IMPORTANT: Do not start construction before applying for incentives. If construction has started prior to an incentive application, it is assumed that the Applicant does not need assistance and the application may be denied.

The Seabrook EDC has approved the use of the following programs to incentivize development within the City of Seabrook:

- A. Small Business Development Incentive
- B. Commercial Façade Incentive
- C. New Construction & Development Incentive

While some projects may not fit into the categories listed above, the Seabrook EDC retains the right to review any application and enter into an incentive agreement under Texas local government code 505.158.

All incentives are paid via reimbursement. Qualifications for reimbursement include a signed certification of occupancy by the City of Seabrook and signed permits by related county and State agencies for the operation of the business. Documentation of costs related to reimbursement must accompany reimbursement requests. If documentation is not provided, reimbursement will not be paid. It is important to note that **all incentive programs have a maximum duration limitation of 10 years.**

A. Small Business Development

Defined as having less than five (5) full-time (or FTE) employees and/or under \$2,000,000 in annual sales. Businesses that pursue an incentive in this category will be required to meet with a Small Business Development Center (SBDC) / SCORE representative regarding the business' projected growth plan. The Board of Directors shall consider the number of years an entity has been in business to determine if an exemption to this requirement may be granted.

The Small Business Development Incentive is designed to provide funding for **growth** of the business. Incentive funds are not awarded for normal operating expenses such as payroll, building maintenance, utilities, et al.

If awarded, the project will be required to show proof of use of funds for the expansion of employment, expansion of services, or new construction. Small Business Development Incentives have a maximum value of \$30,000 per incentive . Eligible to re-apply after a minimum of 5 years from most recent award and project completion.

B. Commercial Façade Incentive

The Façade Improvement Program involves real property improvements to the exterior of commercial, retail buildings in the City of Seabrook.

Eligibility

Projects include those making alterations to building exteriors which enhance its appearance and character in a manner that is harmonious with the design principles of the zoning ordinance of the district.

Examples of eligible improvements are as follows:

- Brick repair
- Awning replacement
- Sign removal or replacement
- Window replacement or restoration
- Replacement or restoration of cornices
- Removal architecturally inappropriate alterations
- Other aesthetic/architectural improvements as approved

Commercial Façade Incentives have a maximum value of \$30,000 per incentive . Thus - not facing alleys, back of building, side facing another building, etc. Eligible to re-apply after a minimum of 5 years from most recent award and project completion.

Incentives are paid **after** a final inspection has been received from the Seabrook Building Official.

C. New Construction & Development Incentive

Eligibility

Projects involving warehouse, light industrial facilities, as well as commercial and office developments. Infrastructure, site development, and greenspace enhancements are eligible project costs for this program. Businesses that pursue an incentive in this category will be required to meet with a Small Business Development Center (SBDC) / SCORE representative regarding the entity's business plan. The Board of Directors shall consider the number of years an entity has been in business to determine if an exemption to this requirement may be granted.

Projects seeking incentives for new construction and site improvements will be subject to the following qualifications:

EDC Incentive Programs Resolution

Page 8 of 10

- The EDC intends to be selective regarding the kinds of businesses that are recruited and incentivized. To that end, non-retail businesses will take precedence over retail businesses, unless the retail establishment has regional draw and serves residents from Seabrook and beyond. In general, the primary objective of the City's economic development efforts is to target new and expanding businesses that offer living wage jobs with benefits that equal or exceed the median wages for similar positions in the State of Texas or that make significant capital investment in the City. The creation and retention of competitive wage jobs shall be a key determinant in granting any incentive.
- The EDC encourages the development of regional retail opportunities within its jurisdiction in order to provide services to its constituency and the visiting public from Seabrook and beyond. The EDC will consider incentives for retail businesses and developers that precipitate the expansion of the sales tax base and other revenues, further the effort to develop Seabrook as a regional hub for retail goods and services, and expand the property tax base. The EDC wants such developers who add quality, or up-scale features, to the architectural designs and landscaping. This is particularly the case with non-industrial developments where unique architecture, landscaping or other features would enhance the quality of development to attract customers and other businesses.
- The EDC desires to retain existing businesses/industries that are contemplating relocating to another city, or state. The EDC may consider offering financial incentives that would offset the cost differentials that make other locations viable. To be eligible under this premise, the applicant or business must provide a declaration that states it is actively pursuing relocation and, absent EDC incentives, would carry out its intent. Furthermore, the applicant or business must make a minimum incremental capital investment, which can be for site modernization, new equipment, technology, or other long-lived depreciable assets that increase the assessed valuation.
- Generally, incentives will not be considered if an applicant, whether a new or existing business, has begun on construction on the site. Before granting any incentive, the City shall determine that without the incentive, the applicant would not locate or expand within the City's jurisdictional boundaries.

Projects requesting an incentive in this Program will be subject to the following minimum qualification:

PROJECT INDICATOR	MINIMUM QUALIFICATIONS
New Jobs Created (full time)	10
Real Property	\$3,000,000
Personal Property	\$100,000

These minimum value metrics are required for the duration of the incentive contract.

New Construction and Development Incentives are eligible to re-apply after a minimum of 5 years from most recent award and project completion.

NOTE: Improvements made prior to approval of an incentive agreement are not eligible for reimbursement under this program.

D, Annual Program Funding Caps

Establishment of Annual Incentive Ceilings

To ensure fiscal responsibility and alignment with the annual budget, the Economic Development Corporation shall establish annual funding ceilings for select incentive programs.

1. **Commercial Facade and Small Business Development Incentive Programs**
The Commercial Façade and Small Business Development Incentive Programs shall be subject to an annual funding ceiling. The total amount of incentive funds available under this program shall not exceed the amount approved by the Board of Directors as part of the Corporation's annual budget for each fiscal year.
2. **New Construction & Development Incentive Program**
The New Construction & Development Incentive Program shall also be subject to an annual funding cap. The total amount of incentive funds available under this program shall not exceed the amount approved by the Board of Directors as part of the Corporation's annual budget for each fiscal year.
3. **Initial Funding Caps – Fiscal Year 2025–2026**
Upon adoption of this policy, the Board of Directors expresses its intent to initially establish the following annual caps for Fiscal Year 2025–2026:
 - Commercial Façade and Small Business Development Incentive Programs: \$100,000 annually
 - New Construction & Development Incentive Program: \$200,000 annually
4. **Annual Review and Approval Beginning Fiscal Year 2026–2027**
Beginning with Fiscal Year 2026–2027 and for each fiscal year thereafter, the Board of Directors shall be presented with proposed annual funding caps for each incentive program during the budget process. The Board may approve the same caps, modify existing caps, or establish new caps, provided such amounts are set within the approved annual budget.
5. **Program Availability**
Incentives under each program shall be awarded on a first-come, first-served basis or other method approved by the Board, and no incentives shall be approved once the applicable annual funding cap has been fully committed, unless otherwise authorized by formal Board action.

###

CITY OF SEABROOK

Economic Development Corporation Incentive Programs

SMALL BUSINESS DEVELOPMENT

- Maximum Incentive Per Project: \$30,000
- Eligibility: <5 FTE OR <\$2,000,000 annual sales
- Reapply After: 5 years
- Program Duration: Up to 10 years

Included in Annual Combined Cap: \$100,000 (Shared with Façade Program)

COMMERCIAL FAÇADE INCENTIVE

- Maximum Incentive Per Project: \$30,000
- Exterior façade improvements only
- Final inspection required before reimbursement
- Reapply After: 5 years

Included in Annual Combined Cap: \$100,000 (Shared with Small Business Program)

NEW CONSTRUCTION & DEVELOPMENT

- Minimum 10 New Full-Time Jobs
- Minimum \$3,000,000 Real Property Investment
- Minimum \$100,000 Personal Property Investment
- Construction must NOT begin before approval
- Reapply After: 5 years
- Program Duration: Up to 10 years

Annual Program Cap: \$200,000

FY 2025–2026 TOTAL INCENTIVE BUDGET

Small Business + Commercial Façade: \$100,000

New Construction & Development: \$200,000

TOTAL COMBINED ANNUAL INCENTIVE CAP: \$300,000

City of Seabrook | Economic Development Corporation | Resolution 2026-01/EDC



Agenda Briefing

Date of Meeting: March 3, 2026

Responsible Department: City Secretary's Office

Presenter: Michael Gibbs, Director of Finance

Briefing Prepared By: Gayle Cook

Strategic Focus Area:

General Information:

Consider and take all appropriate action on Resolution 2026-04, amending and updating the purchasing policy for the City of Seabrook.

Executive Summary / Background:

The City Council previously adopted amendments to the City's Purchasing Policy through Resolution Nos. 2020-04, 2020-07, and 2022-30

During the 89th Texas Legislative Session, Senate Bill 1173 amended Chapter 252 of the Texas Local Government Code by increasing the competitive procurement threshold for municipalities from \$50,000 to \$100,000, effective September 1, 2025

The Purchasing Policy is periodically reviewed to ensure compliance with current State statutes and best practices

Resolution No. 2026-04 updates the City's Purchasing Policy to align with the new statutory threshold and modernizes internal authorization and quotation requirements.

- Updates the formal competitive sealed bid/proposal requirement to apply to purchases of \$100,000 or more, consistent with Senate Bill 1173.
- Reinforces prohibitions against separate, sequential, or component purchases to circumvent bidding requirements.
- Revises internal approval routing requirements to align with the updated \$100,000 statutory threshold.
- Clarifies department, Finance, City Manager, and City Council approval responsibilities based on dollar amounts.
- Maintains City Council approval for purchases at or above \$100,000.

- Updates quotation requirements for the following tiers:
- Maintains HUB outreach requirements where applicable.
- Revises requisition routing requirements to reflect updated approval thresholds.
- Updates references throughout the policy to reflect the revised competitive threshold.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Resolution 2026-04
2. Exhibit A Purchasing Policy

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

**CITY OF SEABROOK
RESOLUTION NO. 2026-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SEABROOK, TEXAS, AMENDING AND UPDATING THE
PURCHASING POLICY FOR THE CITY OF SEABROOK; AND
REPEALING RESOLUTION NO. 2022-30; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City Council approved Resolution 2020-04 on March 3, 2020 to amend and update the City's Purchasing Policy; and

WHEREAS, the City Council approved Resolution 2020-07 on April 21, 2020 to amend and update the City's Purchasing Policy to allow bids to be submitted through electronic transmission; and

WHEREAS, the City Council approved Resolution 2022-30 on September 27, 2022 to amend and update the City's Purchasing Policy to add a provision to account for leases in compliance of GASB Statement 87; and

WHEREAS, the Purchasing Policy will be reviewed periodically to ensure the City is in compliance with State Statutes and Best Practices; and

WHEREAS, the Purchasing Policy incorporates all areas of the City financial and procurement fiscal responsibilities; and

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

Section 1. That the City Council hereby repeals Resolution 2022-30 and approves Resolution 2026-04 to amend the Purchasing Policy in accordance with Senate Bill 1173 effective September 1, 2025, which amends current law by raising the competitive procurement thresholds for local government entities from \$50,000 to \$100,000; and

Section 2. That the general provisions for authorization levels and quotations be revised; and

Section 3. This resolution shall become effective March 3, 2026, and shall continue in full force and effect until amended or revoked by the City of Seabrook, Texas.

AND IT IS SO ORDERED

PASSED, APPROVED AND ADOPTED THIS 3rd DAY OF March, 2026..

Jim Sweeney
Mayor

ATTEST:

Rachel Lewis, TRMC
City Secretary



City of Seabrook

Purchasing Policy

Revised September 27, 2022

Revised March 3, 2026

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REFERENCES

[REQUEST FOR QUOTE FORM](#)
[TRAVEL ADVANCE REQUEST FORM](#)
[PETTY CASH VOUCHER](#)
[LOST RECEIPT AFFIDAVIT](#)
[CHARGE CARD EXPENDITURES FORM](#)
[CHECK REQUEST FORM](#)
[SEABROOK VENDOR PACKET](#)
[ACH FORM](#)
[CIQ \(CONFLICT OF INTEREST QUESTIONNAIRE\)](#)
[CIS](#)
[CREDIT CARD FORM](#)
[HOUSE BILL 89 VERIFICATION FORM](#)
[TRAVEL EXPENSE FORM](#)
[IRS FORM W9](#)

CHAPTER 1 - INTRODUCTION

SECTION 1 - INTRODUCTION

This policy ("Policy") supersedes any and all previous purchasing and travel policy's approved or utilized by the City of Seabrook ("City") and becomes effective ~~September 27, 2022~~approval of City Council reading.

SECTION 2 - PURPOSE

The purpose of this policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by the City, to maximize the purchasing value of public funds in procurement and to provide safeguards for maintaining a procurement system of quality and integrity. The intent of this policy is to comply with all Federal, State and local purchasing laws.

SECTION 3 - APPLICATION

1. Upon implementation, the policies contained in this policy shall become a matter of record, and any City employee who fails to follow these rules may be subject to disciplinary action, up to, and including termination.
2. This policy generally applies to contracts for the procurement of goods and services entered into by the City. It shall apply to all expenditures of public funds by the City, irrespective of the source of the funds. Nothing in this policy shall prevent the City from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with the law.
3. The purchasing of goods and services is a function of each department, coordinated through the Finance Department. Each Director and their Designee(s) are responsible for coordinating with Purchasing for any purchases made on behalf of the City. "No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made, unless the City Manager or his or her designee first certifies that there is a sufficient unencumbered balance in such allotment or appropriations and that sufficient funds therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable. Any authorization of payment or incurring of obligation in violation of the provisions of this shall be void and any payment so made illegal. Such action shall be the cause for removal of any official who knowingly authorized or made such payment or incurred such obligations, and he or she shall also be liable to the City for any amount so paid." (City Charter, Article V, Sec. 5.04.)

4. The purchasing procedures resulting from this document are intended to comply with local, state and federal codes, ordinances and statutes. In the event of conflict, the appropriate statute or ordinance will prevail.
5. In the awarding of bids, proposals and quotes, the City does not discriminate against individuals, companies with respect to race, color, national origin, sex, age, disability or religion.

SECTION 4 - AMENDMENT

These rules may be amended or superseded by recommendation of the Finance Director or the City Manager. Amendments must be consistent with the City Charter, State, and Federal Law. The City Manager or Finance Director shall present recommendation to City Council for final approval of amendments.

SECTION 5 - ADMINISTRATION

While every effort is made to make this policy comprehensive, it is not possible to include all details and possible exceptions to general rules. Final authority in the form of review and approval is reserved by the City Manager with regard to all matters of subjects covered by these policies.

SECTION 6 - PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a public record to the extent provided by Chapter 552 of the Texas Government Code and the Texas Local Government Code, and shall be available to the public as provided in these codes.

1. Contract File. All determinations and other written records pertaining to the solicitation, award or performance of a contract shall be maintained by the City in a contract file. ALL contract files shall be kept in the Office of the City Secretary, or a location designated by the City Secretary.
2. Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules approved by the City Council.
3. Financial Records of vendors that are gathered during the bid process will be retained and disposed of in accordance with adopted City retention policy.
4. Any requests for records pertaining to purchasing, including but not limited to contracts, bid responses, and quotes will be treated as open record requests and sent to the City Secretary for review and response.
5. Pursuant to Local Government Code 252.049, Trade Secrets and Confidential information in competitive sealed bids are not open for public inspection. Additionally, all contents of

sealed proposals shall be kept confidential during the negotiation process and shall not become public record until after City Council award of contract.

SECTION 7 – DEFINED TERMS

1. Officer- (Per Texas Local Government Code 176) a member of the governing body of a local government entity; a director superintendent, administrator, president or other person designated as the executive officer of a local governmental entity; an agent of a local government entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.
2. Incode- Any and all current, or future financial, accounting or Enterprise Resource Planning (ERP) software.
3. Agent- (Per Texas Local Government Code 176) a third party who undertakes to transact some business or manage some affair for another person by the authority or on account of the other person. This term includes an employee.
4. Sequential Purchases- (Per Texas Local Government Code 252) purchases made over a period of time, of items that in normal purchasing practices would be purchased in one purchase.
5. Separate Purchases- (Per Texas Local Government Code 252) purchases made separately, of items that in normal purchasing practices would be purchased in one purchase.
6. Component Purchases- (Per Texas Local Government Code 252) purchase of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

CHAPTER 2 - ETHICS

SECTION 1 - STATEMENT OF POLICY

Public employment is a public trust. It is the policy of the City to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the City. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially to assure fair, competitive access to governmental procurement by responsible vendors. Moreover, they should conduct themselves in such a manner to foster public confidence in the integrity of the City's employees.

To achieve the purpose of this chapter, it is essential that those doing business with the City also observe the ethical standards prescribed here.

SECTION 2 - GENERAL ETHICAL STANDARDS

This Policy, the City Charter/Code of Ordinances and statutory law set forth standards of conduct for employees of the City.

It shall be a breach of ethics:

1. To attempt to realize personal gain through public employment with the City by any conduct inconsistent with the proper discharge of the employee's duties.
2. To attempt to influence any public employee of the City to breach the standards of ethical conduct set forth in this code.
3. To offer, give or agree to give any employee or former employee of the City, or for any employee or former employee of the City to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.
4. For any payment, gratuity or offer of employment to be made by or on behalf of subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

5. For any employee or former employee of the City to knowingly use confidential information for actual or anticipated personal gain or for the actual or anticipated gain of any person.
6. All members of City Council or any officer or employee of the City “shall be subject to and shall comply with the provisions of general state law regarding personal, financial or conflicting interests in transactions with the City, including but not limited to Chapter 171 of the Texas Local Government Code. The City Council shall provide, by ordinance, regulations and procedures for the implementation and enforcement of said Chapter.” (City Charter, Article XI, Section 11.09)
7. For any employee to purchase City property for his/her own personal use unless approved by the Finance Director and City Manager and purchased through public auction or through the City’s sealed bid process. This includes new and used equipment, materials or supplies.
8. For any employee to use the City’s purchasing power to make private purchases.
9. For any employee to have excessive private purchases delivered to the City. The City Manager will be responsible for determining if/when private deliveries to the City have become excessive
 - This can cause the appearance of using the cities purchasing power for private purchases.
 - This type of purchase may give the erroneous impression of dishonest business practices by the City.
 - This type of purchase may be considered a mild form of blackmail on the merchant who might wish to conduct future business with the City.
 - This type of purchase may result in illegal sales tax evasion.

SECTION 3 – DISCLOSURE OF CERTAIN RELATIONSHIPS

This section applies to City Mayor, Council Members, Directors, Superintendents, Administrators, Presidents, or Agents, herein after referred to as “Officer.” Agents are defined as anyone who exercise discretion in the planning, recommending, selecting or contracting of a vendor

Pursuant to Chapter 176 of the Texas Local Government Code, certain business relationships between vendors or potential vendors, and City Officers, or designated executive officers, and their family members must be disclosed. This law also applies to members of local government corporations, boards, commissions, districts or authorities whose members are appointed by the Mayor or City Council. As a best practice, vendors employing former City employees should disclose this relationship. Statements and questionnaires are required to be submitted to the Office of the City Secretary not later than the seventh (7th) business day after entering into a contract with the City, considering entering into a contract with the City or becoming aware of the conflict of interest. This applies to all written contracts for the sale or purchase of real property, goods (personal property), or services. Services include skilled and unskilled labor, as well as personal services.

An officer is required to file a conflicts disclosure statement (“statement”) in at least three situations.

1. An officer must file a statement if the officer or officer’s family member has an employment or other business relationship with a vendor that results in the officer or officer’s family member receiving taxable income of more than \$2,500 in the preceding twelve months. An officer who receives investment income, regardless of amount, is not required to file a disclosure statement. Investment income includes dividends, capital gains or interest income gained from a personal or business checking or savings account or other similar account, a personal or business investment, or a personal or business loan.
2. An officer is required to file a statement if the officer or officer’s family member accepts one or more gifts from a vendor with an aggregate value of more than \$100 in the preceding twelve months. (A “gift” includes transportation, lodging, and entertainment, even as a guest.)
3. An officer is required to file a statement if the officer has a family relationship with the vendor.

There is at least one exception to the three situations set out above. A local government officer does not have to file a statement if the vendor is an administrative agency supervising the performance of an interlocal agreement.

A vendor or respondent is required to file a conflict of interest questionnaire in at least three (3) situations.

1. If the vendor or respondent has an employment or other business relationship with an officer or an officer’s family member that results in the receipt by the officer or family member of taxable income of more than \$2,500 in the preceding twelve months.;
2. If the vendor or respondent has given an officer or an officer’s family member one or more gifts totaling more than \$100 in the preceding twelve months.
3. If the vendor or respondent has a family relationship with an officer of the city.

The forms required to comply with the above Government Code are available in Appendix A of this policy and on the Ethics Commission website at <https://www.ethics.state.tx.us/forms/CIQ.pdf>

SECTION 4 – DISCLOSURE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, adding section 2252.908 of the Government Code. The law states that as of January 1, 2016 any government entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits a signed contract. The form must be filled out online through the Texas Ethics Commission Website, where it will be acknowledged by the City within 30 days. No hand written forms will be accepted.

The law applies only to those contracts that:

- Require an action or vote by the governing body or
- Have a value of at least \$1 million

Effective January 1, 2018 the form does not require notarization and the following contracts no longer require it be completed:

- A sponsored research contract of an institution of higher education
- An interagency contract of a state agency or institution of higher education
- A contract related to health and human services if:
 - The value of the contract cannot be determined at the time the contract is executed
 - Any qualified vendor is eligible for the contract
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002 Utilities Code
- A contract with a gas utility, as that term is defined by section 121.001 Utilities Code

A newly completed Form 1295 is required when changes are made to an existing contract if the changes requires an action or vote by the governing body or if the change is valued at more than one million dollars. This applies to all amendments, change orders, and extensions or renewals.

Form 1295 is completed and submitted by the Vendor on the Texas Ethics Commission Website, <https://www.ethics.state.tx.us/filinginfo/1295/>. The City will acknowledge all completed Form's 1295 not later than the 30th day after receiving it. As a best practice, City staff should not answer questions regarding the completion of Form 1295; Vendors should see the Texas Ethics Commission website for clarification, or consult with their legal counsel.

CHAPTER 3 – GRANT FUND PURCHASES

When making purchases with grant funds the City's purchasing policy does not prevail. Most grants are heavily regulated by specific policies and operational procedures. It is important to know which purchasing rules and policies to follow and how to clarify and resolve any conflicts within those rules and policies.

Local Governments are permitted to use their own purchasing policies and procedures as long as those policies are substantially similar to the federal standards. If there are areas of deficiency in the City policies, then the federal policies and procedures must take precedence.

All Grant Fund purchases will be competitively bid and contracts that are based on cost plus a percentage of cost will not be used for grant procurement. The City will review all selected Contractors against the Excluded Parties List System (<https://www.sam.gov/SAM/>) and any vendor found on the Excluded Parties List will not be eligible for the award of grant funded projects.

If the goods and services are only available from a sole supplier a letter from the manufacturer is required stating that they do not distribute their product through distributors and any attempt to obtain bids would result in only one company being able to meet our specifications and needs.

Once these expenditures are purchased from federal funds, the grant number shall be included on all paper work i.e.: requisition, purchase order, receiving documents, vendors invoice and capital asset forms.

The City references the Code of Federal Regulations (CFR) 2 CFR 200. (<https://www.ecfr.gov>)

CHAPTER 4 – GENERAL PROVISIONS

SECTION 1 - GENERAL INFORMATION

1. Purchasing is an administrative function shared by all departments of the City, coordinated by the Finance Department.
2. All departments shall make every effort to purchase goods and services from local businesses whenever feasible, appropriate and lawful to enhance local economic development.
3. Using departments shall be responsible for receipt and acceptance of purchased supplies or equipment and timely determining that the supplies/equipment conform to the Purchase Order.
4. Other than the exceptions listed in this policy, acquisition of requested goods and services shall be made by the issuance of an official, numbered, City Purchase Order.
5. The availability of unencumbered funds will be confirmed before a Purchase Order will be issued. If funds are not available, the issuing department will be notified and the transfer of funds process will be initiated, if funds are available.
6. To the extent permitted by law, purchasing decisions will be based on all or a combination of the following factors: price, delivery time, life cycle cost, past history of vendor, best value to City, and conformance to any applicable regulations.
7. No purchase shall be made without proper authorization (approval through requisition process).

SECTION 2 - AUTHORIZATION LEVELS

1. The Finance Department shall maintain departmental lists of employees authorized to approve purchases. It shall be understood that the City Manager, Deputy City Manager and the Finance Director shall be authorized to sign for all Departments. No purchase shall be made without proper authorization (approval through requisition process).
2. Purchases of different price amounts require different approvals as designated in the following chart.

CITY OF SEABROOK PURCHASE APPROVAL ROUTING REQUIREMENTS				
Total Amount of Request*	Type of Bid/Quotes Required	Dept. Responsible for Bids/Quotes	Type of Approval(s) Required	<u>Requisition / Other Requirements</u>
\$50,000 <u>\$100,000</u> or more	Competitive (Sealed) Bid/Proposal	Finance	Department Designee Department Director Finance Department City Manager City Council	Formal Advertisement Sealed Bid (Paper) Agenda Briefing Form w/all supporting documents Signed Contract Purchase Order Resolution/Authorization of City Council, (if required)
\$2,500 – \$49,999 <u>\$30,000 - \$99,999</u>	3 Written Quotations Must attempt 2 HUB quotes <u>if available</u>	Department	Department Designee Department Director Finance Department City Manager	Paper or Electronic Quotations ** required Purchase Order
\$500 – \$2,499 <u>\$10,000 - \$29,999</u>	3 Telephone or Written Quotations <u>Must attempt 2 HUB quotes if available</u>	Department	Department Designee Department Director Finance Department <u>City Manager or Assistant City Manager</u>	Paper or Electronic Quotations** required Purchase Order
\$100 – \$499 <u>\$3,000 - \$9,999</u>	Not Required; but recommended <u>3 Telephone or Written Quotes</u>	Department	Department Designee Department Director Finance Department	Purchase Order
<u>0 <- \$99</u> \$2,999	Not Required	Department <u>Not Required</u>	Department Director or his/her designee(s)	Quotations not required; but recommended

* Will change to correspond with current State law amount limits

** Electronic quotations include email or Adobe PDF. Hard copy documents are retained by the finance department for audit purposes.

SECTION 3 - QUOTATIONS

1. A minimum of three quotations should be obtained for all purchases over ~~\$500~~ 2,999, but less than ~~\$50,000~~ 100,000. Purchases over ~~\$50,000~~ 100,000 must be competitively bid (refer to Chapter 5). Competitive Bid limits are set by State law and will change as required to correspond to current legislation. If the annual amount spent with the vendor or on the commodity class will exceed ~~\$50,000.00~~ 100,000, the competitive bid process should be followed.
2. Quotations taken over the phone should have the current City Quote Forms included with the requisition request in the current or future accounting, finance, accounts payable, or ERP system, collectively referred to as Incode, and have quote information included on the requisition.
3. Quotations submitted by any vendor will be considered firm. For purchases less than ~~\$50,000~~ 100,000, the requesting department may permit a bidder alleging a material mistake of fact to withdraw their quote when there is reasonable proof that a mistake was made and the intended quote cannot be ascertained with reasonable certainty. If the purchase is greater than ~~\$50,000~~ 100,000, a material mistake will be addressed during the award process.
4. If expenditure is more than ~~\$2,500~~ 9,999 but less than ~~\$50,000~~ 100,000, the City must contact at least two historically underutilized businesses, located in Harris County, on a rotating basis. This information is provided by the State Comptroller (Chapter 2161, Government Code) online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/>. The municipality is exempt from this requirement if there are no underutilized business in the county in which the City is situated, in the required commodity class.
5. Whenever possible and practical, quotes should be obtained by contacting the vendor, not reviewing online catalog and pricing.
6. For purchases being made using quotes, cooperative purchasing contracts should be reviewed and used when practical.
7. When using quotes to obtain goods or services used on a recurring basis, or for construction and capital improvement projects, contracts should still be developed.

SECTION 4 - TAX EXEMPTION

1. The City is exempt from payment of taxes under the Limited Sales, Excise and Use Tax Act, (State of Texas Tax Code, Subtitle E, Chapter 151, Subchapter A, Section 151.309) for the purchase of tangible personal property.

2. Sales tax exemption certificates must be obtained from the City's Finance Department. Exemption certificates are vendor specific and should be presented to the vendor upon request, when an account is established, or at time order is placed.
3. If a vendor charges sales tax on a City credit card purchase, the employee is responsible for reimbursing the City for the sales tax. Hotels, airfare and meals are exceptions.
4. Any employee who makes a purchase with personal funds and pays the vendor sales tax will not be reimbursed for the sales tax. Hotels, airfare, and meals are exceptions.
5. Any use of the City's tax exemption certification for personal purchases is strictly prohibited. Anyone using this tax exemption certificate for personal purchases shall be subject to prosecution under Texas Penal Code, Chapter 39, Section 39.01, Abuse of Office. Any employee engaging in such action may be subject to disciplinary action, up to and including termination.

SECTION 5 - UNAUTHORIZED PURCHASES/CHARGES

1. Any commitment to acquire goods or services valued at greater than ~~\$100~~ 2,999, prior to securing a purchase order is strictly prohibited. Any other number, such as the requisition number, must not be used in lieu of a purchase order number.
2. Anyone creating or authorizing such a commitment prior to securing a purchase order may be held personally liable for payment of such agreement and may be subject to prosecution under the Texas Penal Code, Chapter 39, Section 39.01, Abuse of Office. Disciplinary action up to and including termination may be taken against any employee who engages in such practices.
3. If a purchase must be made outside normal business hours, or as a result of an actual emergency (poor planning does not constitute an emergency), the department will enter the purchase requisition as soon as possible. The comment section of the requisition should include "Emergency- No Purchase Order" and an explanation/description of why it was not possible to wait for a Purchase order. The department will approve at the appropriate level and the requisition must be forwarded to the Finance Department. If the transaction is deemed an emergency, the requisition proceeds to purchase order generation. If it is deemed to be a non-emergency, the requisition will be forwarded to the City Manager for approval.
4. A report of unauthorized purchases will be prepared annually for audit compliance.

SECTION 6 - COOPERATIVE PURCHASING

Cooperative purchasing occurs when two or more entities (state, federal or local governments) coordinate some or all of their purchasing needs so they can join in purchases to the mutual benefit of all entities concerned. Cooperative purchasing is addressed in two main statutes.

1. Texas Government Code Chapter 791 – Inter-local Cooperative Act: Allows local governments to contract with and between each other, to provide governmental

functions and services and to join together in contracting with others to provide goods and services.

2. Local Government Code Chapter 271, Subchapter D, Section 271.081 through Section 271.083 - State Cooperation in Local Purchasing Programs: Allows a local government to purchase goods on the state's purchasing contracts, and allows the state to solicit bids on the local government's behalf, when considered feasible by the General Services Commission.

The City belongs to several different Purchasing Cooperatives. These may be used to purchase goods and services for the City. The City can also choose to join another entity with an Interlocal agreement to purchase a commodity or service at a more advantageous price or with better contract terms. Joining new Purchasing Cooperatives or entering into new Interlocal Agreements must be approved by City Council. This method of purchasing goods and services can provide significant cost savings to the City. If you would like to use a cooperative contract, please contact Purchasing for a list of current programs available and how to purchase using this process.

These purchases must follow our dollar threshold approval process. If the purchase is over ~~\$50,000~~ \$100,000, it must be approved by City Council. If it goes before Council, the contract between the cooperative and vendor must be included with the Agenda Briefing Form, and must have been reviewed by the City Attorney. If there is an additional Contract between the City and the vendor, it must reference the Cooperative Contract, have been reviewed by the City Attorney, and include all documents required for Contracts.

If the purchase does not require City Council approval, the requisitions must include the cooperative name and contract number. If a copy of the contract is not on file with the Office of the City Secretary, one must be submitted to purchasing prior to the requisition being approved.

The following is a discussion of the normal types of cooperative purchasing. This discussion is taken from the Texas Comptroller of Public Accounts' Model Purchasing Manual for Texas Cities and Counties.

1. Piggybacking: One government purchases for themselves and for others as a convenience to the others. Both governments should protect themselves by establishing an agreement in writing, even when the arrangement is very informal. The agreement should specify the duties and responsibilities of each party.
2. Joint purchases: Two or more governments join to purchase one or more goods or services jointly. This may involve each government handling part of the administrative duties, or agreeing to have one of the governments handling the transactions under the guidance of the others. All parties to a purchase must agree to the product specifications, so that a mutually satisfactory good or service is ordered.
3. Buying from state contracts: Under the provisions of Local Government Code Section 271.081 through 271.083, the General Services Commission has established a cooperative

purchasing program. This is a form of piggybacking. Under this program, a local government may participate in all state contracts that have been automated after it complies with certain legal requirements.

4. Purchasing through a third party: Several local governments agree to allow an independent agency to do all or part of the purchasing for them. This may be done by an agency formed especially for the purpose, or through an established council of governments. This type of agreement should be implemented by a contract that details the duties and responsibilities for both the agency and the local governments involved. It may include a continuing arrangement or be for a single purchase.

While acceptable under Texas Government Code these types of purchases are not always allowed for special funding, such as Federal, State and Grant funds. Please consult with the Finance Department prior to entering into these agreements.

CHAPTER 5 – GENERAL PURCHASING

SECTION 1 - PURCHASING PROCESS OVERVIEW

1. Prior to issuing a purchase order or otherwise committing any City funds, the vendor must be vetted through the Finance Department. To begin the vetting process, a Vendor Packet must be completed and returned to the Finance Department. Upon receipt of Vendor Packet, it may take up to two (2) weeks for the vendor to be vetted and entered into Incode.
2. If a vendor is already active in Incode, the Purchase Order can be initiated with a Purchase Requisition. All vendors must be in Incode prior to entering a Purchase Requisition.
3. All purchases over \$100 must be initiated with a Purchase Requisition in Incode. The purchase requisition must be completed and approved electronically by authorized departmental personnel.
4. Upon verification of available funds and expense account number accuracy, Finance Department personnel designee will approve the requisition.
5. If required, the City Manager will approve the requisition.
6. Once the Requisition is approved at all levels, Finance Personnel will create purchase orders from the purchase requisition.
7. The using department may then place the order with the vendor; providing the vendor with the appropriate purchase order number and/or a copy of the Purchase Order.
8. When the goods or services are received, the using department must receipt them, electronically, through Incode. If no invoice is available at that time, the number on the packing slip, receipt of goods or the PO number should be used instead. This will allow the Finance Department to pay the vendor when the invoice is received. If there is a discrepancy between the invoice and the purchase order, Finance Department will notify and send the invoice to the using department. The using department must approve the invoice and return to Finance Department for processing. If there is an error, the using department will resolve with the vendor and request a revised/corrected invoice be returned to Finance Department. Altered invoices will not be accepted.
9. All aggregate annual amounts greater than ~~\$50,000~~\$100,000 by vendor, contract or project meet bid requirements and must be bid and awarded by Council prior to purchase order generation.

SECTION 2 – PETTY CASH FOR SMALL PURCHASES

1. Petty cash funds should be used for those purchases that must be made quickly and without prior notice on a contingency basis.
2. Minor items which cost up to \$50.00 may be purchased directly from the vendor and cost reimbursed from the petty cash fund upon presentation of a paid invoice or receipt.
3. Petty cash funds will **not** be used to reimburse any travel expenses, including mileage.

4. A properly detailed and signed petty cash voucher must be presented along with the invoice or receipt for reimbursement.
5. The Finance Department will issue petty cash funds to departments in an amount not to exceed \$500.00, with approval of Finance Director and City Manager. The department director is responsible for choosing the custodian of the funds. A record of the custodian must be filed with the Finance Department. The funds must be kept in a locked box in a secure area.
6. Departments that operate during normal City hours may not request separate petty cash funds.
7. The Finance Director or his/her designee will periodically audit the petty cash fund.
8. A monthly reconciliation of the petty cash funds must be done by the department(s) and submitted to the Finance Department for review and processing.
9. The City is exempt from paying sales tax on its purchases. Employees making purchases out of personal funds will not be reimbursed for sales tax paid. Tax exemption forms are available from the Finance Department.

SECTION 3 - LEASES AND RENTALS

1. Contracts for the lease of equipment may be negotiated by, or with the approval of, the Finance Department, provided that:
 - a) The title to the property does not transfer to the City at any time.
 - b) None of the lease or rental payments will apply toward a later purchase of the same or like item. Contracts for the lease or rental of equipment or materials where part or all of the payments may apply toward eventual purchase shall be treated as actual purchases.
 - c) The total expenditure is less than the ~~\$50,000~~100,000 threshold where competitive sealed bids or proposals are required.
 - d) All applicable purchasing laws, policies, and procedures are followed.
2. Any contracts for lease, rental or lease purchase that will extend past the fiscal year shall have cancellation provisions in the event that funds are not available.
3. All rentals and leases must have a new purchase order issued at the start of each fiscal year.
4. Any rental equipment will be insured through the City's existing liability insurance coverage.

SECTION 3.1 – GASB STATEMENT NO. 87 LEASES

PURPOSE

GASB Statement No. 87, Leases (GASB 87), requires the City to report lessee and lessor lease activity in the City's annual financial statements. Under GASB 87, the City is required to report a right to use asset and related lease liability for any lessee lease positions the City maintains. Similarly, the City is required to report a lease receivable and related deferred inflow of

resources for any lessor lease positions maintained by the city. To implement this principal and establish guidelines, the following policy has been adopted.

POLICY

It is the policy of the City that lease activity will be reported in the City's financial statements and footnotes in accordance with the requirements outlined in GASB 87. All lease contracts new or existing entered-into by the City, both as a lessee and lessor, should be reported to the City's Finance Department 30 days before lease execution/renewal.

Lease Threshold - Intangible right-to-use lease assets (a capital asset category) associated with leases of the City should be capitalized according to the following threshold: ~~\$50,000~~**100,000** or greater in future lease payments through the lease term. If the City is a lessee in a leasing arrangement, the intangible right-to-use lease asset should be capitalized if greater than or equal to the threshold above. Assets with remaining lease payments below the threshold should be expensed as payments are made. This threshold should only be applied once upon entering into a lease agreement as defined by GASB Statement 87.

DEFINITIONS

1. **Lease** – GASB 87 defines a lease as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.

In considering the right to use another entity's nonfinancial asset, the City must consider whether both of the following are true:

- Does the City have the right to obtain the present service capacity from use of the underlying asset as specified in the contract?
 - Does the City have the right to determine the nature and manner of use of the underlying asset as specified in the contract?
2. **Lessor** – In a contract, a lessor is the legal owner of an asset who provides the lessee the right to use or occupy the asset for a specified period in an exchange or exchange-like transaction.
 3. **Lessee** – In a contract, the lessee is the party who receives the right to use an asset for a specified period and makes periodic payments to the lessor based upon the contract requirements.
 4. **Incremental Borrowing Rate** – Interest rate the City would be offered should the City choose to borrow the funds required to make future lease payments for a term similar to the lease term.

PROCEDURE

Effective fiscal year 2022 (10/1/21), leases greater than 12 months in duration (Lease Term) that meet the dollar thresholds (Lease Thresholds) within this policy will require the recognition of a lease asset and lease liability when City is the lessee, or a lease receivable and deferred inflow of resources when City is the lessor.

Lease term

The lease term includes a non-cancelable term plus:

- Periods covered by a lessee's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessee will exercise that option
- Periods covered by a lessee's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessee will not exercise that option
- Periods covered by a lessor's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessor will exercise that option
- Periods covered by a lessor's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessor will not exercise that option.

Short Term Leases

This policy does not apply to short-term leases which are defined as a lease that, at the commencement of the lease term, has a maximum possible term under the lease contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised.

Interest Rates

For purposes of calculating the present value of future lease payments (lessee) or lease revenues (lessor), the city utilizes the following discount rates in order of priority:

- a) Interest rate as stated in the contract
- b) The City's incremental borrowing rate, as determined by the Finance Department.
- c) It is highly recommended new lease agreements be negotiated in such a manner that an explicit interest rate is contained within the contract. This would require collaboration of the accounting, procurement and legal departments to ensure that contract terms meet financial reporting needs and include the most accurate measure of discounting for leasing arrangements (i.e., a stated interest rate) as establish per GASB 87 - Leases.

Excluded Leases

- a) **\$1 Leases** - GASB 87 Paragraph 4 states that this standard only applies to exchange or exchange-like transactions. When leases are entered into for de minimum amounts (\$1 per year) there is not an equal exchange of value given and received between the lessor and lessee. The value of the asset being leased (by the Lessee) should be of essentially equal as the lease payments received (by the Lessor).

- b) **Service Contracts** - Contracts for maintenance services or other types of "services" are not included. If a contract/lease agreement includes both a leased asset component and a service component AND the two components cannot easily be separated in the lease payment, then the service portion would have to be included because there would be no way to separate the two components. For any future lease contracts and agreements, please ensure that these components are broken down in the wording of the contract for ease of GASB 87 determinations.
- c) **Intangible Assets** - assets that lack physical substance. GASB 87 provides examples that include: rights to explore for or to exploit natural resources such as oil, gas, and minerals and similar nonregenerative resources; licensing contracts for items such as motion picture films, video recordings, plays, manuscripts, patents, and copyrights; licensing contracts for computer software. Other examples are franchises, goodwill, trademarks and trade names. (Paragraph 8a)
- d) **Biological Assets** - assets that are living. GASB 87 identifies timber, living plants and living animals. Other items would include vegetation/produce (crops) (Paragraph 8b)
- e) **Inventory**
- f) **Service Concession Arrangements** - Excluded because these are covered by GASB 60. Arrangements between a transferor (government) and an operator (governmental or nongovernmental entity) in which the transferor conveys to an operator the right and related obligation to provide services through the use of infrastructure in exchange for significant consideration and the operator collects and is compensated by fees from third parties. (Paragraph 8d)
- g) **Supply Contracts** - an agreement where the seller promises to supply all of the specified goods or services that a buyer needs over a certain time and at a fixed price and the buyer agrees to purchase such goods or services exclusively from the seller during that time. (Paragraph 8f)
- h) **Short-Term Leases** - Leases that will only last for 12 months or less. The contract for these leases does not include any options to renew that extend past the 12 months. (Paragraph 16) Note that short term leases are a maximum of 12 months in the term. A lease that conveys control for 3 months out of each year for 3 years would equate to a 9-month total term in the lease and be considered short term even though it extends across a 3-year period of time.

Embedded Leases

Contracts may include an embedded lease for a "right to use asset" which may or may not be explicitly identified in the contract. To the extent possible, "right to use assets" should be clearly identified in the contract. Embedded leases should be treated separately from the other contract requirements/deliverables with respect to this policy.

Common contracts with embedded leases:

- Advertising agreements
- Service agreements
- Transportation agreements
- Construction agreements

- Related party charges

Lease Modifications & Terminations

Lease modifications and terminations will typically require a re-measuring of lease assets/liability for lessee, and lease receivable/deferred inflow of resources for lessor. If the modification results in the addition of a new right to use asset, as opposed to an addition to an existing asset, it should be treated as a new lease.

DEPARTMENT RESPONSIBILITIES

Departments must follow all City Purchasing, contract, and leases related policies before entering into a lease agreement with a vendor, including the following:

- Follow Department level controls in determining potential leases
- Complete GASB 87 Lessee and Lessor Checklist

To ensure that leases are properly reviewed under this policy, all departmental lease/rent requisitions must be done as a Purchasing and/or Ordinance origin requisition. Requisitions must be entered with an appropriate lease/rent item category and account codes. Requisitions for contracts that contain lease and non-lease components should contain separate requisitions lines for the lease and non-lease components.

Departments are responsible for notifying Legal, Purchasing & Controller's Office of the following:

- New lease arrangements.
- Lease modifications and terminations.
- Change in assumptions such as likelihood of exercising lease renewals or termination options.
- Complete annual lease survey

Legal, Purchasing and Finance Department

Legal will oversee lease contracts in accordance with applicable policies, rules and regulations. To the extent possible, lease agreements will be negotiated and crafted to help ensure compliance with reporting requirements in this policy. Additional documentation, such as likelihood of exercise of lease option, should be maintained as support for lease treatment.

All leases meeting the reporting requirements will be tracked with a unique lease contract number (provided by the Finance Department). For leases paid through a Requisition/PO, the lease contract number must be entered on the both the requisition and PO.

Finance Department

The Finance Department is responsible for reviewing applicable lease agreements and determining and recording appropriate accounting entries. Based on lease terms and additional information provided by departments and legal, calculations will be made to determine whether the lease meets the lease threshold. All leases will be tracked and appropriate adjustments will be made for modifications and changes in assumptions.

SECTION 4 – TRAVEL POLICY

PURPOSE

The City of Seabrook reimburses under an “Accountable Plan” for business travel expenses. Pursuant to Federal Tax Regulation §1.62-2 reimbursements for travel under an “Accountable Plan” must meet three requirements as follows:

1. There must be a business connection and the expense must be reasonable;
2. There must be a reasonable accounting of the expenses (amounts paid up to the allowable federal per diem rates are deemed substantiated); and
3. All excess reimbursements must be repaid in a reasonable time.

Federal Tax Regulation § 1.62-2(k) provides that, in addition to these three requirements, the plan cannot exhibit a “pattern of abuse.” If a payer’s reimbursement or other expense allowance arrangement evidences a pattern of abuse of the rules of section 62(c) and this section, all payments made under the arrangement will be treated as made under a nonaccountable plan.

Pursuant to Federal Tax Regulation § 1.62-2(c)(5), payments or reimbursements under a nonaccountable plan are included in the employee’s gross income, must be reported as wages or compensation on the employee’s Form W-2, and are subject to withholding and payment of employment taxes (social security, Medicare, unemployment).

The travel policies, guidelines, and procedures set forth below are applicable to City of Seabrook Officials (Elected Officials, Appointed Officials, and Department Directors) and employees.

POLICIES AND GUIDELINES

1. Travel expenses are intended to be and shall be solely for travel performed by employees or officials (collectively, “employees”) while on official City business. The purpose of the trip must be for the City’s benefit and/or related to the Department’s primary business activities as follows:
 - a) To obtain statutorily required continuing professional education;
 - b) To obtain continuing education related to an employee's work or maintenance of a license or certification;
 - c) To testify before legislative bodies regulatory agencies and commissions, and other forums that may make decisions affecting the City including its affiliated agencies and operations;
 - d) To participate in professional organizations related to the employee's job assignment;
 - e) To conduct essential research and information-gathering for improvement of City operations or compliance with the law;

- f) To monitor the development of state or federal legislation or implementation of legislation that might affect the City;
 - g) To participate in forums, coalitions, and discussions relating to the policy, legislative, and regulatory interests of the County;
 - h) To pursue the City's interests in litigation or criminal justice;
 - i) To promote the economic development interests of the City's; or
 - j) To carry out other purposes determined by the City Manager or City Council to be in the interest of the City.
2. Sufficient funds must be available in the adopted budget and use of those funds must be approved before expenditures are made.
- a) Prior approval from the City Manager or his/her designee is required for business travel and/or training requests that exceed the approved training budget in any given fiscal year.
3. Travel expenses must be reasonable and necessary. Any inappropriate or excessive costs will not be reimbursed.
4. Preference should be given to local and in-state training, unless training is not available locally or in-state. Out-of-State travel must be approved by the City Manager.
5. Departments must ensure that all travel reimbursements are examined to ensure compliance with the Travel Policy prior to submitting payment requests. Employees must ensure that their travel complies with the Travel Policy and must not seek reimbursement for travel expenses that the employee should reasonably know are not reimbursable.
6. Only actual travel expenses incurred by the employee will be reimbursed. An employee who receives free transportation or lodging in exchange for mileage points or other non-monetary credits belonging to the employee is not considered to have incurred an expense.
7. Spouses/Companions travel at their own expense. No travel costs, whether for transportation, lodging, meals or cost of attendance to events, for spouses/companions are reimbursed by or chargeable to the City.
8. Travel expenses incurred by the City resulting from the failure of an employee to cancel reservations for reasons other than those outlined in this policy will be deducted from the employee's payroll check within 60 days of the seminar/conference/ meeting date.

METHOD OF PAYMENT FOR TRAVEL EXPENSES

1. Direct Payment by Check

Registration fees and lodging should be paid directly to vendors by the City. The request for payment must be submitted to the Finance Department at least two (2) weeks prior to the date the check will be needed.

2. City Credit Card

If direct payment is not possible, a City credit card should be used to pay registration fees, lodging, and airfare. The City's credit card should not be used to make reservations at rates higher than allowed by this Travel Policy. Expenditures made with a City credit card must comply with the City's policies and procedures.

3. Personal Credit Cards and/or Cash

If registration fees, lodging, or airfare is not prepaid and all attempts to use City funds have been exhausted, the City will reimburse the employee for travel expenses incurred in accordance with the Travel Policy upon completion and submittal of the Travel Expense Report. The City will not reimburse interest, over the credit limit charges, or late charges incurred on the employee's personal credit card.

4. Travel Advance

The employee may obtain a travel advance subject to certain restrictions, upon approval of the City Manager and/or Finance Director.

TRANSPORTATION

1. City Vehicle

City vehicles should be used whenever possible. Gasoline, parking and tolls will be reimbursed by the City. Original receipts for all reimbursement requests are required and must be submitted with the Travel Expense Report.

Note: City vehicles are not exempt from toll charges, and any toll violations incurred while traveling in a City vehicle will be the responsibility of the employee.

2. Personal Vehicle

Should an employee use their personal vehicle for travel, the employee will be reimbursed using the current Internal Revenue Service (IRS) Standard Mileage Rate. Mileage will be calculated on a point-to-point basis using a readily available mapping service (MapQuest, Google Maps, etc.) and will be reimbursed based on the shortest practical route between points. Any deviations from the most practical route will not be reimbursed, unless a business purpose of the deviation is documented and approved in advance.

For mileage reimbursements where the employee reports to a destination (or the airport) from home rather than their normal place of work (i.e. City Hall, Public Works, etc.), the employee shall only be entitled to reimbursement of incremental mileage calculated as the mileage from their home to the destination.

If the employee travels from their normal place of work to a destination, the employee is entitled to reimbursement based on the actual mileage from their normal place of work to the destination.

If the employee chooses to drive to a destination that is more than 100 miles from City Hall, the City will reimburse with approval from the Director and/or Finance Director, the lesser of:

- i. The cost of a 21-day advance round trip economy or coach airfare; or
- ii. Actual mileage to and from the destination at the current IRS Standard Mileage Rate.

The mileage reimbursement includes all operating expenses such as fuel, oil and repairs. No separate claim will be accepted and approved for these items.

Mileage reimbursement will not be authorized for an employee's use of a personal vehicle while traveling within the City or within Harris or Galveston County if the employee receives a monthly car allowance from the City, unless otherwise approved by the Department Director and Finance Director or City Manager.

Mileage reimbursement will follow the following structure for employees who receive a car allowance:

- Tier 1 & Tier 2
 - No mileage reimbursements allowed
- Tier 3
 - Reimbursement for travel outside of Harris or Galveston County only in excess of 250 miles one-way (this amount would be deducted from the reimbursement request up to 500 miles round trip)
- Tier 4
 - Reimbursement for travel outside of Harris or Galveston County

3. Parking and Tolls

The City will reimburse reasonable and necessary parking and toll expenses with the submission of a valid receipt (or downloaded electronic payment method record).

Employees are encouraged to use the most economical means of parking. Employees requesting reimbursement for airport parking for a period of greater than two (2) days must use an economy parking facility.

Valet parking will not be reimbursed if another reasonable self-parking alternative is available.

4. Vehicle Rentals

Rental cars should only be used when either (1) taxi services are not readily available, or (2) the anticipated cost of using a taxi will exceed the cost of the rental car. When authorized, the City will pay auto rental charges for an employee in travel status. Unless otherwise authorized, the rental car shall be of the most economical variety. Purchased gas and oil used in rental cars are reimbursable provided receipts are submitted. Several rental agencies should be contacted to obtain the most economical rate. The employee should take advantage of any discounts available to the City.

The following are obligations of the employee when renting a vehicle to conduct City business:

- a) A proper license to operate the vehicle is required;
- b) All traffic laws are to be obeyed; the City will not reimburse for traffic tickets and/or other citations
- c) A completed damage assessment must be made before a rental vehicle is accepted;
- d) All rental vehicles must be refueled immediately prior to check-in. The City will not reimburse for excess fuel charges assessed by rental companies;
- e) Employees are encouraged to consult with the Human Resources department before the travel date to determine if additional collision coverage insurance should be purchased from the rental car company. All other insurance options should be declined.
- f) The City will neither pay nor reimburse the employee for personal injury or property damage that they incur or cause while driving a rental car for purposes other than City business.

5. Air Travel

All airline tickets must be booked at the lowest available airfare in economy or coach class. Flight arrangements should be made at least twenty-one (21) days in advance to obtain the lowest possible airfares. The Department Director should approve airfare for flights booked less than twenty-one (21) days in advance or greater than \$350 prior to making the reservation.

Airline tickets should be purchased using a City credit card whenever possible. If a personal credit card is used to purchase an airline ticket, this expense will be reimbursed after the trip is completed and upon receipt of proper documentation by the City.

6. Taxis and Other Local Transportation

- a) Expenses for taxis, buses, and other ground transportation to and from airports will be reimbursed only when necessary. The use of a hotel shuttle service is encouraged when available.

- b) Fares for transportation obtained by using ride-hailing apps such as Uber or Lyft are allowable.
- c) Limousine service is not allowed. If expenses for limousine service are incurred, the expenses will be considered a personal expense for the traveler.
- d) Original receipts are required for reimbursement.

MEALS & INCIDENTAL EXPENSES (M&IE)

1. Individual Meals While Traveling Overnight

- a) The City will reimburse meal expenses based on documentation of reasonable and actual expenses, not to exceed the GSA Per Diem Rate. All expenses must be noted on the Travel Expense Form and supported by original, itemized receipts. The City will reimburse at actual cost up to the per diem rate.
- b) Per Diem rate will be consistent with the most current allowances as set by law. Access the U.S. General Services Administration website, www.gsa.gov and click on the Per Diem Rate Lookup under the Travel Tab.
 - i. Meals provided in the registration or by an event or other agency are not reimbursable and will be deducted from the maximum allowable reimbursement (except for medical, dietary or religious reasons as outlined in the GSA regulations). Please refer to the Meals & Incidental (M&IE) Breakdown at www.gsa.gov.
 - ii. The maximum allowable reimbursement will include a proration for the day of departure and the day of return according to GSA guidelines, currently 75% for each of the two (2) traveling days.

2. Individual Meals Away from Home but not Overnight (Day Meals)

Meals for training or during travel that does not include an overnight stay are not reimbursable as they are taxable as wages

The City will reimburse for meal expenses that are part of attending meetings if related to an employee's trade or business and the meal is included in the cost of the program. The IRS gives examples such as chamber of commerce, business leagues, and trade or professional associations.

These expenses should be paid using normal Accounts Payable procedures.

3. Business Meals

Legitimate business meals will be reimbursed if they are occasional, necessary, and associated with the active conduct of City business. A city credit card may be used for the purchase of legitimate business meals. A substantial business discussion must occur directly before, after, or during the meal.

An employee must provide supporting documentation detailing the date, place, name of individuals attending, and the subject matter discussed when requesting reimbursement. Routinely scheduled meetings during meal times do not constitute legitimate business meals and are taxable to the employee.

4. Gratuities

Reasonable gratuities for travel and business meals are reimbursable, not to exceed 20%. Any gratuity over 20% must be documented with an explanation and approved by the City Manager and/or Finance Director prior to reimbursement. If gratuity is not approved, the employee will be required to pay back the cost of the gratuity expensed. Travel meal gratuity is included as part of the maximum allowable reimbursement.

LODGING

- a) The City encourages the use of clean, comfortable, and safe hotels but expects that employees will be frugal in selecting a hotel. Employees are encouraged to use the State of Texas travel management services contract for hotels in order to arrange the most favorable rate unless cost benefits may be achieved by others means. The Finance Department may assist in securing hotel accommodations using this method.

Hotel reservations should be made in advance in order to obtain the most economical rates (government, conference, and other available discount rates, etc.)

If the employee is staying at the host hotel where the seminar/conference/meeting is held or overflow hotel, the City will pay the applicable single occupancy room rate, conference (block) rate, or government rate plus applicable tax per night.

In addition, if rooms are no longer available at the host hotel or overflow hotels, the City will pay the single occupancy room rate in an amount not to exceed the applicable host or overflow hotels conference (block) rate plus applicable tax per night.

- b) Arrival one night prior to the day of the meeting or conference is acceptable whenever same day travel is not practical. However, same day travel is required when the location of the meeting or conference is within 100 miles from City Hall and the meeting or conference begins at or after 10:00 AM. Same day travel is encouraged when the meeting or conference begins at or after 12:00 PM and the location of the meeting is less than 300 miles away.
- c) Return one day after the meeting or conference ends is acceptable whenever same day travel is not practical. However, same day travel is required when the location of the meeting is within 100 miles of City Hall and the meeting or conference ends at

or before 3:00 PM. Same day travel is encouraged when the conference or meeting ends before 12:00 PM and the location of the meeting is less than 300 miles away.

- d) Extra hotel nights for personal reasons will not be reimbursed and may not be paid using City funds or a City credit card.
- e) An employee will not be reimbursed for a lodging expense incurred at a place that is not a commercial lodging establishment (e.g. Airbnb).
- f) An original lodging receipt showing payment in full must be submitted as supporting documentation for payment or reimbursement. The receipt must include the name and address of the commercial lodging establishment, the name of the employee, the single occupancy room rate, and a daily itemization of the lodging charges.

No meals are to be included, as this is considered covered under the maximum allowable reimbursement.

REQUEST AND REPORTING PROCEDURES

1. Travel Advances

Employees are encouraged to pay for mileage, meals and other incidental travel expenses and request reimbursement from the City after returning from the trip. Employees may request a travel advance if the seminar/conference/meeting is scheduled to last for two (2) or more days by completing the Travel Advance Request Form.

Travel advances are issued to the requesting employee and may not be used by any other employee. Likewise, travel advances are issued for a specific trip and may not be used for a trip different than the one listed on the original request.

Registration fees, lodging, and airfare will not be advanced to the employee, unless approved by the City Manager and/or Finance Director. Employees are expected to arrange for prepayment of these travel expenses, by requesting a check be issued to the vendor or by using a City credit card.

- a) Requests shall be submitted to the Finance Department at least ten (10) days prior to date of training, completed with the amount of the request, purpose, nature, location, place of lodging, travel dates and supporting documentation.
 - Approval - The request must be signed by the employee and submitted to the Department Director. The Department Director will sign the request indicating approval and availability of funds. The approved Travel Advance Request Forms are then forwarded to the Finance Department.

- Check Processing - Upon receipt of the approved advance request, the Finance Department will prepare the advance check payable to the employee. The advance will be issued to the employee no sooner than three (3) business days prior to travel. The employee is personally responsible for the advanced amount until the Travel Expense Form is reviewed and approved by the Finance Department.
- b) The Travel Expense Form must be submitted to the Finance Department with original itemized receipts within five (5) business days after the employee returns from travel. Subsequent travel advances will not be processed for an employee who has not settled a previous travel advance.
 - c) In the event a trip is cancelled, travel advances must be returned to the Finance Department no later than five (5) business days after the day of the seminar/conference/meeting.
 - If an employee fails to account for a travel advance within 60 days from the date the employee returned from the trip, the Finance Department will submit a request to the Human Resources Department to deduct the travel advance from the employee's paycheck. After the advance has been deducted from the employee's paycheck, the employee will not be able to request reimbursement from the City. Unsettled travel advances from terminated employees will be deducted from their final paycheck.

2. Travel Expense Reports

- a) Reports must be completed within five (5) business days of return by the employee. The expense report must have attached receipts, hotel bills, etc. sufficient to review the employee's expenses for compliance with this policy.
- b) The Travel Expense Form must be completed and signed by the employee, reviewed, approved and signed by the Department Director and then submitted to the Finance Department for audit.
- c) The Finance Department will review the expense report for compliance with the City's policies and procedures. The Finance Director or their designee will sign the Travel Expense Form or return for further information. After a satisfactory review, the Finance Officer will relieve the traveler of the advanced amount and/or reimburse the traveler for expenses in excess of the advance.
- d) If an original receipt is lost, the employee must submit a lost receipt affidavit along with the Travel Expense Form to claim a reimbursement. If repeat requests are made, the City Manager and/or Finance Director may deny reimbursement for lost receipts.

- e) The following expense types are not eligible for a lost receipt affidavit:
 - a. Airfare
 - b. Lodging
 - c. Rental Cars

3. Travel Cancellations

- a) If it becomes necessary to cancel a trip, the employee is required to make all necessary cancellations, notify the Finance Department if a City credit card was used for reservations and if payments were made in advance (registration, lodging, airfare, and vehicle rental, etc.).
- b) An employee may be reimbursed for travel expenses or cancellation charges incurred as a result of attempting to conduct official City business if:
 - i. The employee is unable to conduct the official City business because of other official City business that had to be conducted by the employee
 - ii. The employee is unable to conduct the official City business because of a natural disaster or other natural occurrence and the expense would be payable or reimbursable had the official City business been conducted
 - iii. The employee is unable to conduct the official City business or returns before the official City business is completed because of an illness or a personal emergency
- c) The supporting documentation for a travel expense or cancellation charge incurred under these circumstances must include a description of the official City business, natural disaster or other natural occurrence, or the Department's determination that an illness or a personal emergency occurred that made the employee unable to conduct official City business.

In addition, any checks in the possession of the employee for payment of travel expenses (registration, hotel, etc.) must be returned to the Finance Department and be accompanied by a written request to void the checks.

- Travel expenses incurred by the City resulting from the failure of an employee to cancel reservations for reasons other than those listed above will be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

SANCTIONS

An employee who violates the Travel Policy and misuses City property or funds may be subject to disciplinary action, including termination, payroll deduction or reimbursement of any unauthorized travel expenses, and/or criminal charges.

Expense reports and supporting documentation are subject to the Texas Public Information Act and may be disclosed to the public upon submission of an Open Records request.

INELIGIBLE EXPENSES

The following items will not be considered for payment or reimbursement by the City:

- Entertainment including sporting events, theater, in-room movies, etc.
- Alcoholic beverages of any type
- Other items not pertaining to City business
- Spouse's or any other traveling companion's expenses
- Health clubs and spas
- Personal articles (i.e. toiletries, magazines, etc.)
- Business and personal calls from hotels
- Calls to 900 numbers
- Dry cleaning or laundry
- Fines, court costs, and related expenses
- Costs resulting from failure to cancel transportation or hotel reservations
- Valet parking (if self-parking is available)
- Loss of funds or belongings
- Baggage excess weight fees
- Insurance purchased for rental vehicles; Roadside assistance, GPS units, and Personal Accident Insurance.
- Expenses deemed unreasonable, excessive, unsupported or unexplained

The above items are specifically excluded, but the list is not to be considered all inclusive. In the event that an ineligible expense is inadvertently purchased using a City credit card, the employee must reimburse the City immediately upon returning from the event. A receipt for the purchase must be provided.

SECTION 5 – PURCHASE ORDERS

1. A Purchase Order (PO) is generated from an approved purchase requisition, by the Finance Department.
2. A Purchase Order (PO) ensures payment to vendor for products or services procured. The purchase order provides vendor with an approved PO number, payment term, product or service description, quantity ordered, unit and extended price.
3. The Purchase Order is approval to initiate a qualified, budgeted purchase.
4. Only City employees with purchasing authority may make purchases on behalf of the City.
5. Prior to entering a requisition into the electronic system, the vendor must fill out the Vendor Packet and submit it, with all required supporting materials, to the Finance Department, and be entered into Incode. The vendor will be vetted by Finance staff, including checking all debarment and prohibited vendor lists and with the IRS, before being entered into the system.

SECTION 6 – CHECK REQUEST FORMS

1. A Check Request Form is used to request payment for CERTAIN goods and services. The check request **may not be used in lieu of a purchase order** or to **circumvent the competitive bidding process**.
 - a) Circumventing the Purchase Order process includes making sequential, separate or component purchases to stay below the \$100.00 threshold.
 - b) Circumventing the competitive bidding process includes making sequential, separate or component purchases to stay below the ~~\$50,000~~**100,000** threshold. For more information, see the Competitive Sealed Bid section of this Policy.
2. If a Check Request is created for a purchase that requires a purchase order, the check Request will be considered an unauthorized purchase for which the employee may be personally responsible for payment. In addition, the check request will be submitted to the City Manager for approval.
3. A check request requires supporting documentation for processing, such as invoices, registration forms, City Council agenda item, or petty cash vouchers.
4. Check Requests may be used for ordering and authorizing payment of the following (list is not all inclusive):
 - Petty cash fund reimbursements
 - Educational reimbursement
 - Refunds to customers (utility billing, community service fees, etc.)
 - Recording fees (plats, deeds, liens, etc.)
 - Payment of easement and right-of-way agreements

SECTION 7 - BLANKET PURCHASE ORDERS

1. The general purpose of blanket purchase orders is to:
 - a) Eliminate the need for numerous individual purchase orders for small dollar items or services.
 - b) Eliminate the need for numerous individual purchase orders for vendors providing recurring products or services when expenditures will be recorded in varied account numbers within a department or division
 - c) Provide increased clarity in budgeting.
2. Blanket purchase orders shall not be used to acquire items or services required for specific one-time job requirements.
3. Blanket purchase orders shall be issued to vendors as requested by using departments through Incode, and shall remain in effect from the date the purchase order is issued through the last day of the month. A new PO for each vendor will need to be requested each month.
4. Only City employees authorized to purchase on behalf of the City may purchase from a blanket purchase order.
5. The using department shall enter the receipt and submit to the Finance Department within 5 business days of the purchase.
6. If the Blanket Purchase Order is for a Vendor with a City Contract, the Contract or Bid/RFP Project number must be referenced.

SECTION 8 – ANNUAL PURCHASE ORDERS

1. The general purpose of annual purchase orders is to eliminate the need for numerous individual purchase orders for recurring monthly or quarterly expenses. All aggregate annual amounts greater than \$~~50,000~~100,000 that meet bid requirements must be bid and awarded by Council prior to purchase order generation.
2. If the aggregate annual amount is greater than \$~~50,000~~100,000, the Purchase Requisition must reference the bid and/or contract number.
3. Annual purchase orders shall not be used to acquire items or services required for specific one-time expenses or job requirements.
4. Annual purchase orders shall be issued to vendors as requested by using departments through the on-line purchasing system and shall remain in effect from the purchase order issuance date through September 30 of the current fiscal year. Annual purchase orders are supported by copies of the contract, agreement or other support document. Annual purchase orders are determined by the Finance Director or their designee.
5. Requisitions for annual purchase orders are entered by Finance staff.

SECTION 9 - EMERGENCY PURCHASES

This section **DOES NOT** refer to declared disaster situations. Purchasing for declared disasters situations will be handled as dictated by the Federal Guidelines (FEMA) in 2 CFR 200, and then current FEMA publications, or any other relevant or subsequent law or policy.

Texas Local Government Code Chapter 252 allows exemption from the competitive bidding process for emergency purchases.

1. Emergency purchases shall be defined as follows:
 - a) A procurement made because of public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality; or
 - b) A procurement necessary to preserve or protect the public health or safety of the municipality's residents; or
 - c) A procurement necessary because of unforeseen damage to public machinery, equipment or other property
2. Emergency purchases may be made for items costing less than \$15,000 without being subject to the competitive quotes. A properly executed purchase requisition, including the entry of appropriate documentation certifying that an emergency exists, must be completed. If Incode is not accessible, the user department shall contact the Finance Department to obtain a purchase order number. No order should be placed without a purchase order number.
3. Emergency purchases exceeding ~~\$50,000~~ \$100,000 shall require a properly executed requisition, a signed statement from the Department Director certifying that an emergency exists, and approval of the City Manager. The emergency purchase must then be approved by City Council at the next regularly scheduled Council meeting. Nothing herein shall prevent the emergency purchase from being made prior to the next Council meeting.
4. Emergency Purchase Orders may be generated immediately, by the Finance Director or their designee, from approved purchase requisitions. Purchase Order approval routing requirements outlined in Chapter 3, Section 2 (Authorization Levels) should be followed when possible for Emergency Purchase Order requisitions.
5. If a purchase must be made outside normal business hours, or as a result of an actual emergency (poor planning does not constitute an emergency), the department will enter the purchase requisition as soon as possible. The comment section of the requisition should include "Emergency- No Purchase Order" and an explanation/description of why it was not possible to wait for a Purchase order. The department will approve at the appropriate level and the requisition must be forwarded to the Finance Department. If the transaction is deemed an emergency, the requisition proceeds to purchase order generation. If it is deemed to be a non-emergency, the requisition will be forwarded to the City Manager for approval.

SECTION 10 – CHANGE ORDER REQUESTS

1. Change Orders are issued for cost or quantity changes to existing Purchase Orders or contracts.
2. Pursuant to Texas Local Government Code Section 252.048, the total amount may be changed to reflect up to a twenty-five percent (25%) increase or decrease by written or electronic request with appropriate approval, based on the dollar amount of the Change Order.
3. Change Orders can only be issued after performance under the PO or contract has begun.
4. Change Orders should be requested in writing, and once approved and signed, should be filed with the Contract.
5. For change orders to original contracts of \$1,000 or more, but less than \$2,500, City Manager approval is required if the increase will raise the contract to over \$2,500.
6. For change orders to original contracts of \$2,500 or more, but less than ~~\$50,000~~100,000, the City Manager has the authority to approve an increase or decrease unless an increase will increase the total value of the contract to greater than ~~\$50,000~~100,000. The Department Director shall attach a memorandum to the quotation explaining the reason for the increase or decrease.
7. The Finance Director or designee will enter the change order request into Incode upon verification of approval and availability of funds.
8. If a change order is for a purchase that was not made through a competitive sealed bid or proposal and it raises the total annual expenditure for the project or vendor to more than ~~\$50,000~~100,000, the change order will be denied. Therefore, it is recommended that the sealed bidding process be followed for all projects, expenditures, vendors or purchases expected to be in excess of ~~\$40,000~~ 90,000.

SECTION 11 – CREDIT CARDS

The Finance Director is designated to be responsible for the City of Seabrook's credit card issuance, accounting, monitoring, retrieval, and for general oversight of compliance with this credit card use policy.

- a) City credit cards may be used only by those authorized and only for the purchase of goods services for the official business of the City.
- b) A Purchase Order should be issued if the amount is to exceed ~~\$100~~ 2,999.
- c) All authorized users of City credit cards shall submit a Charge Card Expenditures Form to the Finance Department within five (5) business days along with receipt(s) that includes a description of the goods or services purchased, cost of the goods or services, the date of the purchase and official business for which it was purchased.
- d) If a City credit card is used for travel purposes, all receipts and documentation shall be submitted to the Finance Department on a Travel Expense Form.
- e) Upon termination of an employee who has been issued a City credit card, that employee shall immediately return the credit card to the Finance Department.

- f) An authorized employee, who is issued a credit card, is responsible for its protection and custody, and shall immediately notify the bank card issuer and the Finance Director if the credit card is lost or stolen.
- g) The Finance Department will follow established Accounts Payable internal control procedures for approval, documentation and payment of credit card charges.
- h) The City is exempt from Federal, State, and Local taxes except in certain prescribed cases. An exemption certificate is available from the Finance Department and will be furnished to any of the City's vendors or employees upon request.
- i) Authorized employee is responsible for making sure all purchases are tax exempt, where applicable. If a vendor charges sales tax on a credit card purchase, the employee is responsible for reimbursing the City for the sales tax.
- j) Employees may not use the City's tax exempt status for purchases of personal property. Anyone avoiding payment of sales tax by using this exemption may be liable for prosecution under Texas Penal Code, Chapter 39.
- k) Unauthorized use of a City credit card shall result in disciplinary measures to the fullest extent of the law.

ISSUANCE OF CREDIT CARDS

Credit cards will be issued to employees approved by the Finance Director and City Manager and/or City Council. The cards will be issued to individuals, in the name of the individual; there will be no departmental cards with the exception of the Police Department. Only one card will be issued in an individual's name. Cards are nontransferable.

The Finance Director and City Manager and/or City Council shall set the authorized credit limit of all credit cards issued by the City. Exceptions may be made with City Manager approval.

CARD USE

1. The credit card shall be used for the purchase of goods and services that are for the official business of the City when normal Accounts Payable procedures cannot be utilized.
2. Credit cards should not be used for the following, unless the circumstances are such that a Purchase Order or Check is not a feasible option:
 - a) Purchases with vendors that the City has an existing account established; (this list is not considered all inclusive):
 - i. Home Depot
 - ii. Kroger
 - iii. Sam's Club or Walmart
 - iv. Office Depot
 - v. Amazon
 - vi. Fry's
 - b) Recurring expenses (e.g. storage units, utilities, memberships, software, maintenance fees, etc).
 - c) Restaurants and catered meals, when the total is known in advance
 - d) Conference and Training fees

3. If the credit card is used for travel purposes, all charges must be noted on the Travel Expense Form and submitted to the Finance Department within five (5) business days of return. Supporting documentation must be submitted; this includes the detailed receipt(s) for any meal(s) purchased.
4. Misuse of the card will subject the cardholder to disciplinary action in accordance with city policies and procedures relating to disciplinary action and termination for cause.
5. Any employee issued a City of Seabrook credit card shall sign a Credit Card User Agreement, thereby agreeing to abide by adopted City credit card policies and procedures. The cardholder is responsible for assuring that all credit card charges are accurate and consistent with policy guidelines.
6. Receipts and any supporting documentation must be turned in to the Finance Department within five (5) business days of purchase;
7. Emergency purchases with proper approval, documentation and justification are allowed.
8. If an original receipt is lost, the employee must submit a lost receipt affidavit along with the Charge Card Expenditure Form. If repeat requests are made, the City Manager and/or Finance Director may require the employee to reimburse the City for the expense.
9. The following expense types are not eligible for a lost receipt affidavit:
 - a. Airfare
 - b. Lodging
 - c. Rental Cars

CARDHOLDER RESPONSIBILITIES

- a) Ensure the card is used only for legitimate business purposes;
- b) Maintain the card in a secure location at all times;
- c) Not allow other individuals to use the card unless for city business AND with cardholder's permission;
- d) Adhere to City purchase limits and restrictions;
- e) Obtain all sales slips, register receipts and/or credit card slips and provide same to the Finance Department for reconciliation and approval of transactions;
- f) Employee is responsible for retaining all receipts for credit card purchases, if a receipt is lost or misplaced the employee may be responsible for reimbursing the City for those charges;
- g) Employee may be personally responsible for reimbursement of late fees and/or finance charges if receipts are not furnished to the Finance Department in a timely manner.
- h) Ensure that sales tax is not charged on any purchases, where applicable;
- i) Attempt to resolve disputes related to billing errors with the vendor directly or in conjunction with the Finance Department;
- j) Ensure that the appropriate credit is issued, in a timely manner, for disputed items or billing errors on a subsequent credit card statement.
- k) Immediately report a lost or stolen card to the card issuer and notify the Finance Department of the lost or stolen card at the first opportunity during business hours.

- l) Return the card to the Finance Department upon terminating employment with the City.

CARDHOLDER LIABILITY

The credit card is a corporate charge card that will not affect the cardholder's personal credit; however, it is the cardholder's responsibility to ensure that the card is used within stated guidelines, policies and procedures of the City. Failure to comply with program guidelines may result in the permanent revocation of the card, charge-back of an improper or unsupported transaction to the cardholder for reimbursement to the City, notification of the situation to management, and further disciplinary measures, which may include termination.

CARDHOLDER TERMINATION OR CARD CANCELLATION

1. The City is required to close an account if a cardholder:
 - Terminates City employment; or
 - Moves to a new position in which a credit card is not required.
2. The City reserves the right to cancel a credit card at any time, including any of the following reasons:
 - The card is used for personal or unauthorized purposes;
 - The card is used to purchase any material or service that violates policy, law or regulation pertaining to the City;
 - The cardholder allows the card to be used by another individual not in direct purpose with City business;
 - The cardholder fails to provide the required receipts and supporting documentation;
 - The cardholder does not adhere to all of the appropriate Personnel Policies and Procedures.

CREDIT CARD USE AUDITS

The Finance Department will make periodic random audits of card use and charges for appropriateness. Areas to be monitored include, but are not limited to, compliance with this and other related policies and procedures. Excessive and/or non-use by cardholders will also be monitored.

Chapter 6 - Source Selection and Contract Development

All purchases, contracts and project valued at ~~\$50,000~~100,000 or greater should be entered into pursuant to Local Government Code 252, as outlined in this section. This includes all vendors with annual expenditures of greater than ~~\$50,000~~100,000. Failure to follow this Policy as outlined in this section, or the appearance of circumventing purchasing policies and laws may result in civil and criminal penalties, including jail time and fines.

SECTION 1 - COMPETITIVE SEALED BIDS OR PROPOSALS

1. **Conditions for use.** All contracts and expenditures of the City in excess of ~~\$50,000~~100,000 shall be awarded as provided for in Chapter 252 and Chapter 271 (where applicable) of the Texas Local Government Code. This shall include the provisions for invitations for bids and notice requirements. The amounts mentioned above will change to correspond to limits set by current State law.
2. The City may not avoid competitive bidding or proposals by purposely dividing a single purchase into smaller components so that each component purchase is less than ~~\$50,000~~100,000. Chapter 252 of the Local Government Code prohibits the use of "separate, sequential, or component purchases" to avoid bidding.
 - Separate purchases are defined as purchases made separately of items that in normal purchasing practices would be purchased in one purchase.
 - Sequential purchases are defined as purchases made over a period of time of items that in normal purchasing practices would be purchased in one purchase.
 - Component purchases means the purchase of parts of an item that in normal purchasing practices would be purchased in one purchase.The law does not specify a wait period between purchases that would cause said purchase to not be defined as separate, sequential or component. Civil and criminal charges are possible for the appearance of violating the sealed bid threshold.
3. If expenditure is more than ~~\$2,500- 2,999~~ but less than ~~\$50,000~~100,000, the City shall contact at least two historically underutilized businesses, located within the same county as the City, on a rotating basis. This information is provided by the State Comptroller (Chapter 2161, Government Code). The municipality is exempt from this bidding requirement if there are underutilized business in the county in which the City is situated.
4. **Bid Specifications.** All sealed bids and proposals require a complete set of detailed specifications of the item(s) or services to be purchased. All bids and proposals shall be drafted by the Finance department, with requirements and specifications provided by the using department, in order to ensure that all purchases are made for the purpose intended, with goods and services that encourage competition and satisfy the City's needs. Requirements and specifications shall not be unduly restrictive or written to favor any particular brand or company. Reference to a specific product, brand or process is discouraged, and must include "or equivalent" in the specifications.

5. **Bid Preparation and Administration.** The Finance Department or approved Consultant or Engineering Firm will prepare all sealed bids and proposals, based on the specifications as outlined above. A project number will be assigned, advertising dates, pre-bid conference date (if needed) and bid opening date will be set. Bids will be administered by the Finance Department, or approved Consultant or Engineering Firm who will be the only point of contact for vendors during the sealed bid process. Using department and Finance are responsible for compliance with state laws related to competitive sealed bids.
 - a. The City as a governmental entity, will not entertain provisions attempting to require indemnification by the City.
6. **Advertising and Advertising Time Requirements.** Texas Local Government Code, Chapter 252.041 requires that all sealed bids and proposals be advertised publicly with time and location of the public bid opening and reading. The public notice must be published in a newspaper published in the City at least once a week for two (2) consecutive weeks. The first publication must occur at least 15 days before the date of the public bid opening. If there is no paper published in the City, then the notice must be posted at City Hall for at least 15 Days and in the City's paper of record. Bids should also be posted on the City website. The City may also post bids online utilizing an electronic bidding service.
 - If a department chooses to place publications with media sources other than the official newspaper, any additional costs incurred are to be borne by the department placing the ad.
7. **Pre-bid Meeting and Bid Opening.** Pre-bid meetings (if needed) and bid openings shall be conducted publicly, in the presence of two member of City Staff, including at least one (1) staff member from the using department, at the time and place designated in the published notice. Pre-bid meeting attendees should be prepared to answer questions on all bid specifications. At bid opening, at least two (2) members of City staff must be in attendance, including at least one (1) from the Finance Department and one (1) from the using department or Office of the City Secretary. At the bid opening the amount of each bid, and other relevant information, together with the name of each bidder shall be stated aloud. If Proposals were requested, only the vendor names on the submitted proposals shall be read aloud. All information read at the bid opening should be recorded and confirmed for truthfulness. Each bid shall be available to the public for inspection in accordance with this policy (Chapter 1, Section 6, Public Access to Procurement Information).
8. **Bid acceptance and evaluation.** Bids shall be unconditionally accepted until the date and time indicated in the advertisement. No changes or alterations will be allowed after bid opening. Bids may be withdrawn after opening but prior to bid award due to errors, if errors will result in significant harm to vendor. Bids shall be evaluated based on the specifications set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. According to State of Texas Local Government Code, Chapter 252.043, the contract must generally be awarded to the lowest responsible bidder or the bidder who provides the best value for goods and services. Chapter 252.043 (d) (1), (2) provides the

contract must be awarded to the lowest responsible bidder if it is for a construction project i.e. construction of highways, roads, bridges, utilities, incidental structures etc.

Criteria to determine the best value may include:

- Purchase Price
 - Reputation and quality of the bidder and of the bidder's goods or service
 - The bidder's past relationship with the municipality
 - The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organization employing persons with disabilities
 - The total long-term cost to the municipality to acquire the bidder's goods or services
 - Any relevant criteria specifically listed in the request for bids or proposals
9. **Electronic Bids.** The City may accept bids electronically in accordance with the State of Texas Local Government Code Sec. 252.0415. The State of Texas Local Government Code, Chapter 252.0415 states the following:
- a. A municipality may receive bids or proposals under this chapter through electronic transmission if the governing body of the municipality adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.
 - b. Notwithstanding any other provision of this chapter, an electronic bid or proposal is not required to be sealed. A provision of this chapter that applies to a sealed bid or proposal applies to a bid or proposal received through electronic transmission in accordance with the rules adopted under Subsection (a).

This procedure is to ensure the identification, security and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.

- Purchasing Coordinator and/or other password-enabled designee, determined by the Director of Finance, will be responsible for decrypting and opening electronic responses after the established closing time and date of bid
 - Electronic responses will be read aloud with any hard document (paper) responses received after closing time and date of bid
 - Electronic responses will be reflected on the bid tabulation sheet along with any hard document (paper) responses
10. **Late bids, late withdrawals and late modifications.** Any bid received after the time and date specified for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date specified for opening of bids at the place designated for opening is late. No late bid, late modification or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely, but for the action or inaction of City personnel administering the procurement activity. Bidders submitting late bids that will not be considered for award shall be duly notified as soon as practicable.

11. **Correction or withdrawal of bids, cancellation of awards.** Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received by the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
- a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - b) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by written determination made by the using department.
12. **Price discrepancies.** In the event the unit price submitted on the bid, multiplied times the estimated quantity, does not match the total price submitted, the unit price shall prevail.
13. **Consideration of Location of Bidder's principal places of business.** (Texas State Government Code, Section 271.9051) The purchase of any real property, personal property that is not affixed to real property, or services where the City receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5) percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 with:
- a) the lowest bidder or
 - b) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenue.
 - c) This does not prohibit the City from rejecting all bids and does not apply to the purchase of telecommunications services or information services.

SECTION 2 – EXEMPTIONS FROM COMPETITIVE BIDDING

The following procurements are exempt from the bidding process.

1. Personal, professional, or planning services (See section 7)
2. Work that is performed and paid for by the day as the work progresses,
3. Purchase of land or right-of-way
4. Purchase of items that are available from only one source, including:

- a) Items available from one source due to patents, copyrights, secret processes or natural monopolies
 - b) Films, manuscripts, or books
 - c) Gas, water, and other utility services
 - d) Captive replacement parts or components for equipment
 - e) Books, papers, and other library materials for a public library that are available only from the person holding exclusive distribution
5. Purchase or rare books, papers and other library materials
 6. Paving, drainage, street widening, and other public improvements if at least one-third of the cost is to be paid by or through special assessments
 7. Personal property sold at an auction by a state licensed auctioneer, at a going out of business sale, by a political subdivision of the state, a state agency or an entity of the federal government
 8. Services performed by blind or severely disabled persons
 9. Electricity
 10. Advertising other than legal notices

SECTION 3 - COMPETITIVE SEALED PROPOSALS (Request for Proposal)

1. Competitive sealed proposals shall be utilized as provided for in Chapter 252.021 of the Local Government Code.
2. The City may use the Competitive Sealed Proposals procedure for the purchase of goods and services, including high technology items and insurance.
3. Competitive sealed proposals use performance standards as specifications for product or service. Specifications must list judgment criteria and weight for each standard.
4. At the public opening, competitive sealed proposals will be opened in a manner that avoids disclosure of their contents to competing vendors. Contents will then remain secret throughout the negotiation process.
5. Late proposals, late withdrawals and late modifications shall have the same provisions as stated above under Competitive Sealed Bids.
6. Using department may enter negotiations with as many qualified vendors as have submitted reasonable proposals to achieve the best value for the City.

SECTION 4 - CONTRACTING FOR DESIGNATED PROFESSIONAL SERVICES

Pursuant to Texas Government code 2254, the selection of a provider or providers for professional services and award of contract for them will not be on the basis of competitive bids submitted for the contract or services. The selection and award will be based on demonstrated competence or qualification and a fair and reasonable price. Professional Services include:

- Accounting
- Architecture
- Landscape Architecture

- Land Surveying
- Medicine
- Optometry
- Professional Engineering
- Real Estate Appraising
- Professional Nursing

SECTION 5 - SPECIFICATIONS

All specifications for the purchase of goods or services shall be drafted by the Finance Department, or an approved consulting or engineering firm, with requirements provided by the using department, in order to ensure that all purchases are made for the purpose intended, with goods and services that encourage competition and satisfy the City's needs. Requirements and specifications shall not be unduly restrictive or written to favor any particular brand or company. Reference to a specific product, brand or process is discouraged, and must include "or equivalent" in the specifications.

SECTION 6 - BRAND NAME SPECIFICATION

1. **Use.** Since use of a brand name specification is restrictive of fair product competition, it may be used when only the identified brand name item or items will satisfy the City's needs.
2. **Competition.** The using department shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under this chapter, Section 7 (Sole Source Procurement).

SECTION 7 - BRAND NAME OR EQUAL SPECIFICATION

1. **Use.** Brand names or equal specifications may be used when:
 - a) No other design or performance specification or qualified products list is available;
 - b) Time does not permit the preparation of another form of purchase description, not including a brand name or equal specification;
 - c) The nature of the product or the nature of the City's requirements makes use of a brand name or equal specification suitable for the procurement;
 - d) Or use of a brand name or equal specification is in the City's best interests.
2. **Designation of Several Brand Names.** Brand name or equal specifications shall seek to designate three, or as many brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
3. **Required Characteristics.** Unless the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name

or equal specifications shall include a description of the particular design, performance characteristics which are required.

4. **Nonrestrictive Use of Brand Name or Equal Specifications.** Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

SECTION 8 - SOLE SOURCE PROCUREMENT

1. Texas Local Government Code, Section 252.022, allows an exemption from the sealed bidding procedures for items or services which are protected by patents, copyrights, secret processes and natural monopolies.
2. A contract may be awarded without competition when the using department determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service or equipment item.
3. The using department and finance shall conduct negotiations as to price, delivery and terms, and a contract or agreement will be approved and signed by both parties. Any sole source expenditure exceeding \$~~50,000~~100,000 shall be approved by City Council prior to contract award. In case of emergency purchase, please refer to Chapter 4, Section 9.

SECTION 9 - CANCELLATION OF INVITATIONS FOR BIDS OR REQUESTS FOR PROPOSALS

An invitation for bids, a request for proposals or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interest of the City. City Council must approve the rejection of all bids.

Bids not awarded within the time parameters stated in the bid or proposal invitation shall be considered void unless written approval of an extension of the bid is obtained by the City.

Chapter 7 - Qualifications and Duties

SECTION 1 - RESPONSIBILITY OF BIDDERS AND OFFERORS

1. **Determination of Non-responsibility.** If a bidder or offeror who otherwise would have been awarded a contract is found non-responsive, the using department or Finance Department shall prepare a written determination of Non-responsibility, setting forth the basis of the finding. The unreasonable failure of a bidder or offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of Non-responsibility with respect to such bidder or offeror. A copy of the determination shall be sent to the non-responsive bidder or offeror, as soon as practicable. The final determination shall be made part of the contract file and be made a public record.

In the event that a bidder or offeror who otherwise would have been awarded a contract is found non-responsive, the City may offer a contract to the bidder or offeror whose bid or proposal is second low bidder or second best offer, if it is in the best interest of the City. If the second low bidder or second best offeror is found non-responsive, the City shall continue this process with the third low bid or third best offer until such time as all bids or offers have been evaluated or until the City elects to re-bid.

2. **Right of Nondisclosure.** Under Chapter 252.049 of the Local Government Code, proposals will be opened in a manner that keeps the contents of each proposal secret from the offerors of competing proposals, if the request for proposals provides for such confidentiality. The contents of each proposal may then be kept confidential throughout the negotiation process. However, once the contract has been awarded, all proposals are open for public inspection. As with competitive sealed bids, any trade secrets or other information that is confidential under state law remains confidential even after the proposal becomes open for public inspection.

In addition to the confidentiality provisions of Local Government Code Chapter 252.049, the Texas Public Information Act provides that the information contained in a proposal may be withheld from public disclosure if releasing that information would give advantage to a competitor. That is, if the City's interest would be harmed by releasing information in a proposal during the negotiation process, the City may withhold that information under section 552.104 of the Texas Government Code. This provision for confidentiality of information in a proposal applies even when the request for proposals has not specifically provided for confidentiality of the proposals. Again, **however**, once negotiations are complete and the contract has been awarded, the information in all proposals generally becomes an open record.

SECTION 2 – BONDING REQUIREMENTS ON SUPPLY OR SERVICE CONTRACTS

Surety bonds may be requested for supply, service and public works contracts, to protect the City's interest. Any such bonding requirements shall be set forth in the bid or proposal solicitation. Bid, payment or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. If payment and performance bonds are not required, the bid bond will be retained by the City to ensure compliance for the term of the Contract.

If payment and/or performance bonds are required, they must be submitted after the contract is approved by Council, but prior to the Contractor beginning work.

The bid bond ensures that the vendor who has been awarded a contract will enter into an agreement to complete the project or provide the services stipulated in the specifications.

The payment bond is for the protection of subcontractors or vendors supplying materials or labor for the contract.

The performance bond is to ensure the faithful performance of the contract as required by the plans and specifications and contract documents.

Bonding requirements will be set forth in the bid documents. Minimum bonding requirements are as follows:

1. Bid Bonds- The minimum bid bond limit is 5% of the total bid or proposal amount. If there is a price range, the bid bond should be based on the highest possible total.
2. Payment Bonds- For a contract exceeding ~~\$50,000~~\$100,000, a payment bond shall be executed in the amount of the contract. If there is a price range, the payment bond should be based on the highest possible total.
3. Performance Bond- For a contract greater than \$100,000, a performance bond shall be executed in 100% of the contract total. If there is a price range, the performance bond should be based on the highest possible total.

The City may at its discretion require a bond even if it does not meet the thresholds required by State Statute.

Chapter 8 - Types of Contracts and Contract Administration

All Contracts with values of less than \$~~50,000~~100,000 must be signed by the City Manager or their designee. All contracts with values \$~~50,000~~100,000 or greater must be approved by City Council, and signed by the Mayor or their designee.

SECTION 1 - TYPES OF CONTRACTS

1. General Authority.

Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the City may be used. However, the use of cost-plus percentage contract is prohibited, unless a not-to-exceed clause is included. A cost-plus percentage contract may be used only when the using department determines, and documents in writing, that such contract is likely to be less costly to the City than any other type or that it is impracticable to obtain the supply, service or construction item required, except under such a contract.

2. Multi-term Contracts.

- a) Specified Period. Unless otherwise provided by law, a contract for goods or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are budgeted and available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the budget availability and appropriation of funds therefore.
- b) Determination Prior to Use. Prior to the utilization of a multi-term contract, it shall be determined:
 - That estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - That such a contract will serve the best interests of the City by encouraging effective competition or otherwise promoting economies in City procurement.

3. Multiple Source Contracting. (Contingency)

- a) General. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the City's actual requirements is limited by the provision of Uniform Commercial Code Section 2-306(1)

Limitations on Use. A multiple source award may be made when awarded to two or more bidders or offerors for similar product is necessary for adequate delivery, service or product compatibility. Any multiple source award shall be made in accordance with the provisions of Chapter 5, Section 4 (Competitive Sealed Bidding), Chapter 5, Section 6 (Competitive Sealed Proposals), Chapter 4, Section 2 (Petty Cash for Small Purchases) and Chapter 4, Section 9 (Emergency Purchases), as applicable. Multiple source

awards shall not be made when a single award will meet the City's needs without sacrifice of economy or service.

- b) Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements. The City shall make every effort to purchase all items from the primary vendor and shall only order from the secondary vendor when necessary.
- c) Contract and Solicitation Provisions. The City shall name eligible users of the contract in the solicitation, when practicable. If, during the term of the contract, another department determines a need for those items contained in the contract, that department may use the same contract. It shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided:
 - The City shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and
 - The City shall reserve the right to take bids separately if it is found that the supply or service available under the contract will not meet a nonrecurring special need of the City.
- d) Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the City shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.
- e) Determination Required. The Director of the using department, or their designated representative, shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

SECTION 2 - CONTRACT CLAUSES AND THEIR ADMINISTRATION

1. Contract Clauses

All City contracts for goods or services shall include provisions necessary to define the responsibilities and the rights of the parties to the contract. The City may issue clauses appropriate for such contracts, addressing among other, the following subjects:

- a) The unilateral right of the City to order, in writing, changes in the work within the scope of the contract;
- b) The unilateral right of the City to order, in writing, temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- c) Variations occurring between estimated quantities of work in contract and actual quantities;
- d) Defective pricing;
- e) Liquidated damages;
- f) Specified excuses for delay or nonperformance;
- g) Termination of the contract for default; and
- h) Termination of the contract in whole or in part for the convenience of the City.

- i) City objections to any contractual provisions or representations attempting to require City indemnification of contractors, vendors or 3rd parties.

2. Price Adjustments

- a) Adjustments in price resulting from the use of contract required by Subsection 1 of this Section shall be computed in one or more of the following ways:
 - By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - By unit prices specified in the contract or subsequently agreed upon;
 - By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
 - In such other manner as the contracting parties may mutually agree;
 - In the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses with adjustment for profit or fee as computed by the City, as accounted for in accordance with reference to cost principles and subject to the provisions of Chapter 9 (Appeals and Remedies).

3. Standard Clauses and Their Modification

The City may establish standard contract clauses for use in City contracts. If the City establishes any standard clauses addressing the subjects set forth in Subsection 1 of this Section, such clauses may be varied provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that notice of any such material variation be stated in the invitation for bids or request of proposals.

4. Tax Statement Set Forth in City Construction Contracts

The following statement should be set forth in all construction contracts:

“The City qualifies for exemption from State and Local Sales and Use Taxes, pursuant to the provisions of Section 151.309 of the Texas Tax Code, as amended. Therefore, the City shall not be liable for, or pay the Contractor’s cost of, such sales and use taxes which would otherwise be payable in connection with the purchase of tangible personal property furnishes and incorporated into the real property being improved under the contract. This contract is a separated contract (as that term is defined in Texas Comptroller’s Rule 3.291, as amended) between the City and Contractor. All invoices or estimates submitted by the Contractor to the City shall be separated into three categories:

- i. Total cost of materials incorporated into the work
- ii. Total cost of materials purchased or leased for use, but not incorporated into the work.
- iii. Total cost of labor, overhead, profit and other reasonable, incidental costs of the work

The contractor shall fully indemnify, defend, and hold harmless the City from the cost of any and all sales and use taxes incurred or otherwise exempted as a result of the separated contract arrangements, if such sales and use taxes become due and payable, or are paid by the Contractor or the City, as a result of the Contractor's failure or refusal to abide by the provisions of this section or the other applicable provisions of the specifications relating to separated contracts."

5. Prohibition on Contracts with Companies Boycotting Israel

Pursuant to Section 2270 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. Pursuant to House Bill 793, this applies to contracts valued at \$100,000.00 or more with companies that have ten (10) or more employees. This does not apply to Sole Proprietorships. A completed House Bill 89 Verification Form (included in bid packet or Vendor Packet) will be required prior entering into a contract with any vendor. Companies that boycott Israel are identified on a list prepared and maintained by the Texas State Comptroller. In addition to signing the House Bill 89 Verification Form, Finance Personnel will check for the vendor on the Comptroller maintained list prior to entering into a contract, entering a vendor into Incode, or issuing a purchase order.

6. Prohibition on Contracts with Certain Companies

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

7. Venue for Construction Contracts

Pursuant to Business and Commerce Code, Chapter 272, as of September 1, 2017 venue and choice of law will be restricted to Texas in the case of conflict resolution and/or litigation.

8. Procurement of Iron and Steel for Construction Contracts

Pursuant to Texas Government Code 2252, as of September 1, 2017, any construction, remodeling, or altering of a building, a structure, or infrastructure, including a road or highway, when state funds are used, must source iron or steel products from the United States, unless the product is not produced in sufficient quantities in the US or if the use of products made in the US will increase the total cost of the project by more than 20%.

SECTION 3 - CONTRACT ADMINISTRATION

Using department is responsible for Contract Administration. If a Contract does not have a specific using department or will be used by multiple departments, the Finance Department, City Secretary or their designee will be responsible for Contract Administration. A contract administration procedure designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained by the using department. The contract administration procedure should include at minimum:

- Review invoices for correct goods or services and pricing, including no sales tax.
- Timeliness of delivery of goods or services being performed.
- Process for reporting issues to the vendor.
- Process for assessing liquidated damages when allowed by contract and where appropriate.

SECTION 4 - REPORTING OF ANTICOMPETITIVE PRACTICES

When, for any reason, collusion or other anticompetitive practices are suspected among any bidder or offeror, a notice of the relevant facts shall be transmitted to the State Attorney General and the Harris or Galveston County District Attorney's Office.

SECTION 5 - CITY PROCUREMENT RECORDS

1. Contract File. All determinations and other written records pertaining to the solicitation, award or performance of a contract shall be maintained by the City in a contract file. **ALL** contract files shall be kept in the Office of the City Secretary, or a location designated by the City Secretary.
2. Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules approved by the City Council.
3. Financial Records of unsuccessful vendors that are gathered during the bid process will be destroyed upon award of contract. Financial records of the successful bidder will be destroyed upon completion of the contract.
4. Any requests for records pertaining to purchasing, including but not limited to contracts, bid responses, and quotes will be treated as open record requests and sent to the City Secretary for review and response.
5. Pursuant to Local Government Code 252.049, Trade Secrets and Confidential information in competitive sealed bids are not open for public inspection. Additionally, all contents of sealed proposals shall be kept confidential during the negotiation process and shall not become public record until after City Council award of contract. The City Secretary shall be notified of any request for such information for disposition.

SECTION 6 - CONTRACT CHANGES

If changes in plans or specifications are necessary after the performance of the contract has begun or if it is necessary to decrease or increase the quantity of work to be performed, or of materials, equipment or supplies to be furnished, the City Council or City Manager may approve change orders making the adjustments (See Chapter 252.048 of the Local Government Code).

All changes to contracts must be made in writing, agreed to by both parties and signed by the City Manager or Mayor and Contractor representative prior to taking effect.

1. The total contract price may not be increased or decreased by more than 25% of the original total.
2. The total contract price may not be increased because of the changes unless additional money for the increased costs is appropriated for that purpose.
3. City Manager or his/her designee can approve change orders valued at less than ~~\$50,000~~100,000. All change orders over ~~\$50,000~~100,000 must be approved by Council.
4. If changes in plans or specifications are necessary after a contractor has begun the performance of the contract or if is necessary to decrease or increase the quantity of the work to be performed or of materials, equipment or supplies to be furnished, the City Council must approve change orders that exceed the City Manager's authority.

Chapter 9 - Debarment or Suspension by City

SECTION 1 - AUTHORITY TO DEBAR OR SUSPEND

After reasonable notice to the person or firm involved and reasonable opportunity for that person or firm to be heard, the City Manager is authorized to debar a person or firm for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. The City is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity that might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a City contractor;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
 - a) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
5. Any other cause the City determines to be as serious and compelling as to affect responsibility as a City contractor, including debarment by another government entity for any cause listed in this policy.

SECTION 2 - DECISION TO DEBAR OR SUSPEND

A copy of the decision required by Section 1 shall be mailed or otherwise furnished immediately to the debarred or suspended person or firm.

SECTION 3 - FINALITY OF DECISION

A decision under Section 1 shall be final and conclusive, unless fraudulent, or the debarred or suspended person within 10 days after receipt of the decision takes an appeal to the Finance Director. If, after review, the Finance Director affirms the debarment, the suspended person may appeal to the City Manager whose decision shall be final.

March 2026

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

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

April 2026

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

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

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