



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, MARCH 17, 2026 - 6:00 PM**

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

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, MARCH 17, 2026 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1ST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

PLEDGE OF ALLEGIANCE

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

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

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

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

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

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

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. CONSENT AGENDA

2.1 Approve the minutes of the March 3, 2026 City Council Meeting.

2.2 Consider and take all appropriate action on the second reading of Ordinance 2026-06, Amending Chapter 70, "Traffic and Vehicles" establishing regulations related

to truck traffic on a public street.

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.

3. BOARDS AND COMMISSIONS

3.1 Consider and take all appropriate action on the appointment of Scott Mixon to the Planning and Zoning Commission, with a term to expire on December 31, 2027.

3.2 Consider and take all appropriate action on the appointment of Michael Kent as an alternate member to the Board of Adjustment/Building Standards Commission, with a term to expire on December 31, 2027.

4. NEW BUSINESS

4.1 Consider and take all appropriate action on the approval of Amendment 1 to Task Order 2 for the Professional Services of Kimley Horn for the Bayside Park (CIP P28) at the Main Street Wastewater Treatment Plant site in an amount not to exceed \$37,500.00, and authorize the City Manager to execute. *Gayle Cook, City Manager*

4.2 Consider and take all appropriate action regarding a request from Mr. Bill Stanley that the City of Seabrook quitclaim any and all right, title, and interest it may hold in Bath Avenue (the Untitled Tract) and a portion of Lyman Street. *Sean Landis, Deputy City Manager | Planning and Zoning Director*

4.3 Consider and take all appropriate action on the approval of an expenditure in an amount not to exceed \$15,000.00 for the demolition of a substandard structure located at 537 Baywood Drive, Seabrook, Texas 77586. This expenditure is not currently budgeted and will require a budget amendment. *Sean Landis, Deputy City Manager | Planning and Zoning Director*

4.4 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. The funds are available in fund 329. *Brian Craig, Director of Public Works | City Engineer*

4.5 Consider and take all appropriate action on the approval of Project # 2026-06-348 for Grant Management Assistance through Ardurra for the Seabrook Early Warning Systems, in an amount not to exceed \$6,500.00, and authorize the City Manager to execute all associated documents. *Gayle Cook, City Manager*

4.6 Consider and take all appropriate action on a letter of support for the Freight Access and Surface Transportation (FAST) application proposed by Port Houston under the FY 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program. *Gayle Cook, City Manager*

5. ROUTINE BUSINESS

5.1 Establish future meeting dates and agenda items.

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

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

I certify that this notice was posted on the bulletin board on or before Wednesday, March 11, 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
MARCH 3, 2026**

**SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING**

Mayor Jim Sweeney called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Jim Sweeney, Buddy Hammann, 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

There were no citizen comments.

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

Councilmember Kubena announced the following events:

Crafts With a Cop on March 12, 2026

Seabrook Lucky Trail Races on March 13, 2026 through March 15, 2026

Trash Bash on March 28, 2026

Councilmember Sanford provided updates from her work with the Economic Alliance and Bay Area Houston Economic Partnership (BAHEP).

Mayor Sweeney provided updates from the Houston Economic Summit, Harris County Mayor and Councils Association, and the Pasadena and Deer Park State of the City events.

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

City Manager Gayle Cook presented updates on the following:

Fire Pumper Truck for the Seabrook Volunteer Fire Department

Seabrook Boards and Commissions including EDC, Parks & Trails, Ethics Review Commission, and the Planning and Zoning Commission

State Highway 146 - TxDOT road work

Red Bluff rail removal

CIP updates including East Meyer, Old Wastewater Treatment Plant, Pelican Bay Pool, and the Fire Training Tower

City street construction projects

Fleet Week Drone Show

Police Chief Rolf Nelson presented information regarding a new ballistic vehicle obtained by the police department.

2. PRESENTATIONS

2.1 Presentation of quarterly staff awards for October through December of 2025.

Human Resources Director Crissy Naranjo, along with the department directors for the Municipal Court, Information Technology, and the Seabrook Police Department, presented awards to three employees in recognition of their outstanding service.

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.

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

4. NEW BUSINESS

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

City Manager Cook presented the ordinance.

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

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.

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

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.

City Manager Cook presented the incentive policy.

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

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.

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

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

Councilmember Cervantes inquired about the increase in the credit card purchase limit in Section 11 of the policy, which had been raised from \$100 to \$2,900. She stated that she would prefer the limit for purchase orders be reduced to \$1,000. Finance Director Mike Gibbs explained that the credit card limits were set at \$3,000 for directors and \$1,500 for supervisors, and also explained the reasoning for the original \$100 amount which triggered purchase orders. Mayor Sweeney added that all receipts for credit card purchases would still be required for submission to the Finance Department for accounting purposes.

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

Motion:	To Amend the motion to include a change in the amount in section 11 for credit cards to \$1500
Made By:	At-Large Position 4 Cervantes
Seconded By:	At-Large Position 2 Sessum
Vote:	Passed unanimously by all present

5. DISCUSSION

5.1 Discussion regarding survey results and analysis on Survey #1, Quality of Life Projects.

City Manager Cook reported that 541 participants completed the survey and presented the results. The findings showed the greatest interest was in repairing Pine Gully Pier and replacing the skate park to include a pump track. Council discussed potential options for rebuilding the pier as well as possible funding sources for the skate park project. Council directed staff to release a bid for the pier reconstruction.

6. ROUTINE BUSINESS

6.1 Establish future meeting dates and agenda items.

City Secretary Rachel Lewis informed Council the next Regular Meeting was scheduled for March 17, 2026 at 6:00 pm.

Hearing no further business, Mayor Sweeney adjourned the meeting at 7:15 pm.

APPROVED:

Jim Sweeney
Mayor

DATE: _____

ATTEST:

Rachel Lewis, TRMC
City Secretary

**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

Application Form

Information

Which Boards would you like to apply for?

Planning and Zoning Commission: Submitted

Profile

Scott T Mixon
First Name Middle Initial Last Name

Home Address

City

State

Postal Code

Mailing Address

Email Address

Bayway Homes Vice President Of Operations
Employer Job Title

Candidate Requirements

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

☒ Yes ☐ No

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

14 Years

Are you registered to vote in the City of Seabrook?

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Experience

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

☐ Yes ☒ No

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

☒ Planning & Zoning Commission

Question applies to Planning and Zoning Commission

Have you attended a meeting of the Planning & Zoning Commission?

☒ Yes ☐ No

Question applies to Planning and Zoning Commission

Are you currently a member of the Planning & Zoning Commission?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☒ Yes ☐ No

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

Operation Finally Home Board Member

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

☒ Yes

If yes or uncertain, please explain the potential conflict of interest

Matters regarding Bayway Homes Inc. my employer I would have to recuse myself from voting

Question applies to Planning and Zoning Commission

What are your thoughts or philosophy on Seabrook's growth and its future?

As a long term resident I believe the City has a bright future with responsible growth and planning.

Question applies to Planning and Zoning Commission

What do you see as the most significant planning-related issue to the city (short term and long term) and how do you think the commission could help to provide solutions?

In my view, the most significant planning-related issue facing the City of Seabrook in the short term is flood resilience and infrastructure capacity, and in the long term, it is balancing growth with the preservation of the city's coastal character and environmental sustainability. In the near term, the Planning & Zoning Commission can contribute by: Short Term 1.Supporting development standards that meet minimum floodplain requirements where appropriate. 2.Encouraging resilient site design, including improved stormwater detention, permeable surfaces, and elevation standards for new construction. 3.Coordinating land-use decisions with the Cand 14 yuity's Comprehensive plan. Long term By integrating resilience into everyday planning decisions, the Commission can help reduce long-term public costs and protect property values.

Question applies to Planning and Zoning Commission

What do you feel are some of the factors, both positive and negative, that go into making a residential neighborhood a good place to live?

In my view, a good residential neighborhood balances stability with thoughtful evolution. It provides safety, reliable infrastructure, and access to amenities while preserving compatibility and character. The role of a Planning & Zoning Commission is to ensure that new development and redevelopment reinforce these positive factors rather than undermine them. Ultimately, strong neighborhoods do not happen by accident—they are the result of consistent planning, clear standards, and long-term stewardship.

Question applies to Planning and Zoning Commission

What do you feel are some factors, positive and negative, that contribute to a good commercial or industrial area?

A good commercial or industrial area supports economic growth while remaining compatible with the broader community. The role of the Planning & Zoning Commission is to ensure that zoning decisions, site plan reviews, and long-term land use policies encourage quality development, protect adjacent neighborhoods, and align infrastructure capacity with growth. When planned thoughtfully, commercial and industrial areas become assets—providing jobs, services, and fiscal stability—while maintaining the character and livability of the city as a whole.

Question applies to Planning and Zoning Commission

What special skill or knowledge would you bring to the Planning and Zoning Commission?

With 25 plus years in the Home Building and Land Development Business as well a14 year resident of the City of Seabrook I would bring thoughtful judgment, a willingness to listen, and a commitment to fair and consistent decision-making. I view service on the Planning & Zoning Commission as a responsibility to balance growth with preservation, individual property rights with community benefit, and immediate opportunities with long-term vision.

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

☒ I Agree

Application Form

Information

Which Boards would you like to apply for?

Board of Adjustment - Building and Standards Commission: Submitted

Profile

Michael E. Kent
First Name Middle Initial Last Name

Home Address

City

State

Postal Code

Mailing Address

Email Address

Retired
Employer

Candidate Requirements

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

☒ Yes ☐ No

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

20 years

Are you registered to vote in the City of Seabrook?

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Experience

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

☐ Yes ☒ No

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

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

Question applies to Board of Adjustment - Building and Standards Commission

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

☐ Yes ☒ No

Question applies to Board of Adjustment - Building and Standards Commission

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☒ No

Question applies to Board of Adjustment - Building and Standards Commission

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

I have background in lumber and concrete construction and have built and remodeled homes in the past. Indept knowledge of boat building and construction.

Question applies to Board of Adjustment - Building and Standards Commission

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

Growth to Seabrook is important, but rules regulations and standards need to be adhered to that benefit the City and its citizens.

Question applies to Board of Adjustment - Building and Standards Commission

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

Where a property owner can prove they are unable to use the property without a variance.

[Resume_2-2026.pdf](#)

Upload a Resume

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

☒ I Agree



Agenda Briefing

Date of Meeting: March 17, 2026

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area: QUALITY OF LIFE

General Information:

Consider and take all appropriate action on the approval of Amendment 1 to Task Order 2 for the Professional Services of Kimley Horn for the Bayside Park (CIP P28) at the Main Street Wastewater Treatment Plant site in an amount not to exceed \$37,500.00, and authorize the City Manager to execute.

Executive Summary / Background:

The City is currently advancing design of the Bayside Park project, which recently completed concept planning. The original concept plan for the park included the use of a temporary mobile restroom trailer to serve park users.

During a joint workshop between City Council and the Planning & Zoning Commission [MEETING LINK](#), discussion occurred regarding restroom facilities throughout the City, including whether future City facilities should utilize temporary or permanent restroom structures. The discussion also addressed possible applications in both public facilities and certain commercial settings.

During that workshop, Council and the Planning & Zoning Commission discussed the potential for future City code amendments addressing restroom requirements. No immediate regulatory decision was made; however, direction was given to staff to develop potential code language for consideration at a future date regarding whether certain City facilities should require permanent restroom facilities.

Following that discussion, City management requested that the Bayside Park design consultant evaluate the implications of converting the planned temporary restroom trailer into a permanent restroom building. As a result, Kimley-Horn prepared an amendment to their existing professional services agreement to evaluate and incorporate a permanent restroom structure into the park design.

The proposed amendment would modify the current design concept by removing the mobile restroom trailer design hours and replacing it with scope and design hours for a pre-engineered restroom building elevated to meet floodplain elevation requirements.

The final fill dirt and elevation of the project is in the concept plan, outlined to bring visitors down to a lower elevation at the shoreline and at the street for the plaza area. While the middle of the project site comes back up to a finished grade of 10' - 12' as planned.

The demolition of the old wastewater plant includes plans for a rough finish grade. The construction bid for the park will include final fill and grade plans. Within, this packet for illustrative purposes are samples of possible elevations of what a permanent structure could look like at those final fill elevations.

Funding / Fiscal Information:

245-3450-52150 PROF FEES-ENGINEERING (PORT FUNDS)

Supporting Materials Attached:

1. Kimley Horn Task Order 3
2. Bayside Park -Amendment 1 (002)
3. Restroom Elevation Examples

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

TASK ORDER NO. 3 (2026)

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

CLIENT PROVIDED INFORMATION:

Work Site: Bayside Park - Construction Documents

Scope of Work to Be Performed: Amendment 1 to Task Order 2

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

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

Date and Time to Complete: 6 months upon execution

Invoice Mailing Instructions: payables@seabrooktx.gov

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

CONSULTANT PROVIDED INFORMATION:

Compensation: \$ 37,500.00

Billing Terms: Net 30

Scope of Work/Proposal: Proposal attached dated December 15, 2025

ACCEPTANCE :

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

CONSULTANT: _____

CLIENT: CITY OF SEABROOK

By(Signature):

By(Signature):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:



RE: EXHIBIT A – Scope of Work
Bayside Park – Construction Documents, Amendment 1
Seabrook, Texas

Date: December 15, 2025

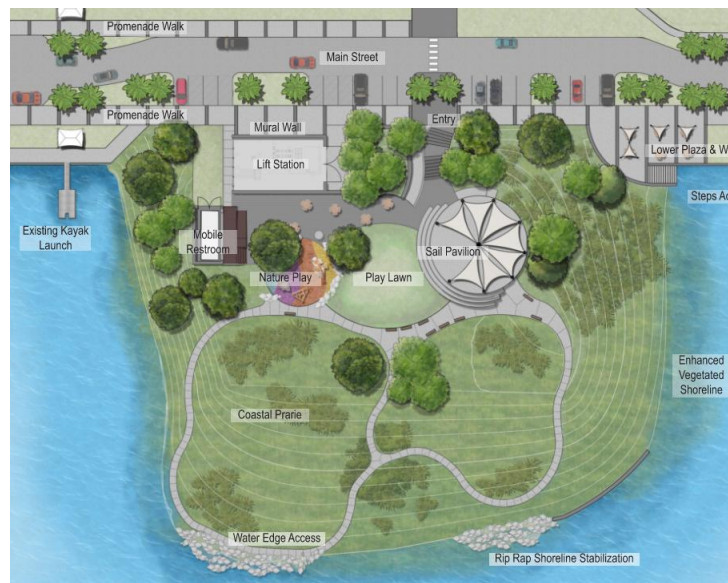
Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) and **the City of Seabrook** (“Client”) entered in a Professional Services Agreement dated September 17, 2024 (“Agreement”) concerning Bayside Park – Construction Documents (“Project”).

The parties now desire to amend the Agreement to include services to be performed by the Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

PROJECT ASSUMPTIONS

- It is our understanding the Client intend to amend the Illustrative Master Plan (“Master Plan”) prepared by Kimley-Horn dated 8/19/2025 as shown below to remove the mobile restroom trailer and replace with a pre-engineered restroom building, elevated on a structure based on floodplain elevation code requirements.
- It is assumed the pre-engineered restroom manufacturer will collaborate with the design team to prepare a custom restroom. It is assumed the manufacturer will provide design intent drawings and specifications to include in the plans. The Consultant will be reliant on the manufacturer to provide applicable design parameters. The Contractor will provide engineered shop drawings as a deferred submittal during construction.

SITE



SCOPE OF WORK

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

Task 1 – Schematic Design

Kimley-Horn will modify the Master Plan to a Schematic Design level to include the revised restroom building structure. The plan will illustrate the general scope, scale, theme, and relationship of various design components. The Schematic Design Plan will illustrate proposed:

- Revised restroom structure - removing the mobile restroom trailer and replacing with a pre-engineered restroom building, elevated on a structure based on floodplain elevation code requirements
- Added accessible ramp access, stair and deck surround to access the restroom
- Mass grading revisions to elevate the restroom area
- Modified connectivity from the streetscape to the restroom, and within the Site to the restroom
- Utility one-line diagram showing water, sanitary sewer and storm alignment

This task includes a 3D massing study using Sketchup for the Consultant to develop an understanding of the elevations and structure's influence on the Site. The model will not be sufficient for marketing or external use.

This task also includes a mass grading exhibit to revise the preliminary grading exhibit provided during the Master Plan phase.

The Consultant will coordinate with up to one (1) restroom vendor on the restroom building specifications to guide design efforts.

This task includes one (1) rendered plan and one (1) Opinion of Probable Construction Costs (OPCC) submittal. Kimley-Horn will incorporate input received on this plan in the Design Development Plans (in the original contract). Additional options beyond the one (1) provided as part of this scope may be requested for an additional service.

Meetings:

- A) One (1) virtual meeting with the Client to discuss review comments related to the Schematic Design Plan

Deliverables:

- A) An electronic file (PDF) of the Schematic Design Plan
- B) An electronic file (PDF) of the Schematic Design Opinion of Probable Construction Costs (OPCC)

Task 2 – Additional Construction Documents

Kimley-Horn will add to the original Design Development and Construction Document scope the following:

- A) Consultant will provide structural design criteria for a single pre-engineered / prefabricated restroom building that will be ordered and designed by the contractor as a delegated design.

This task also consists of design and preparation of construction drawings for an elevated pile supported foundation cap with slab to support the pre-engineered / prefabricated building.

- B) This task will also provide design of concrete or timber access ramp/stair system from finish grade to finish floor and will provide structural design criteria for access stairs to the restroom building that will be ordered and designed by the contractor as a delegated design.

Meetings:

- A) Per the original contract Design Development and Construction Document meetings (Task 2 & 3 of the original contract).

Deliverables:

- A) Per the original contract Design Development and Construction Document deliverables (Task 2 & 3 of the original contract).

Task 3 – Additional Construction Phase Services

Per the original contract scope of services (Task 5 – Construction Phase Services), Kimley-Horn will add construction phase service support for the pre-engineered restroom building elevated pile supported foundation and ramp/stair access.

Because the extent of the services is unknown at this time, we have budgeted approximately fifteen (15) hours of effort. If additional effort is requested by Client, it will be billed as an additional service. Additional services will be provided on an hourly basis in accordance with the attached rate schedule, as authorized by the Client or their representatives.

ADDITIONAL SERVICES

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

- Additional meetings or presentations
- Additional effort based on an extended project schedule
- Additional bid packages
- Record drawings
- Revisions due to changes in regulations
- Revisions to Documents after Design Approval
- Construction Phase services in excess of that described above

SCHEDULE

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

FEE AND EXPENSES

Kimley-Horn will perform the tasks noted below on a lump sum (LS) and hourly not to exceed (HR) basis. The services in this agreement will be billed as follows.

PROFESSIONAL SERVICES

Task 1 Schematic Design	\$ 13,500 LS
Task 2 Additional Construction Documents	\$ 20,000 LS
Task 3 Additional Construction Phase Services	\$ 4,000 HR
Estimated Subtotal	\$ 37,500

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

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

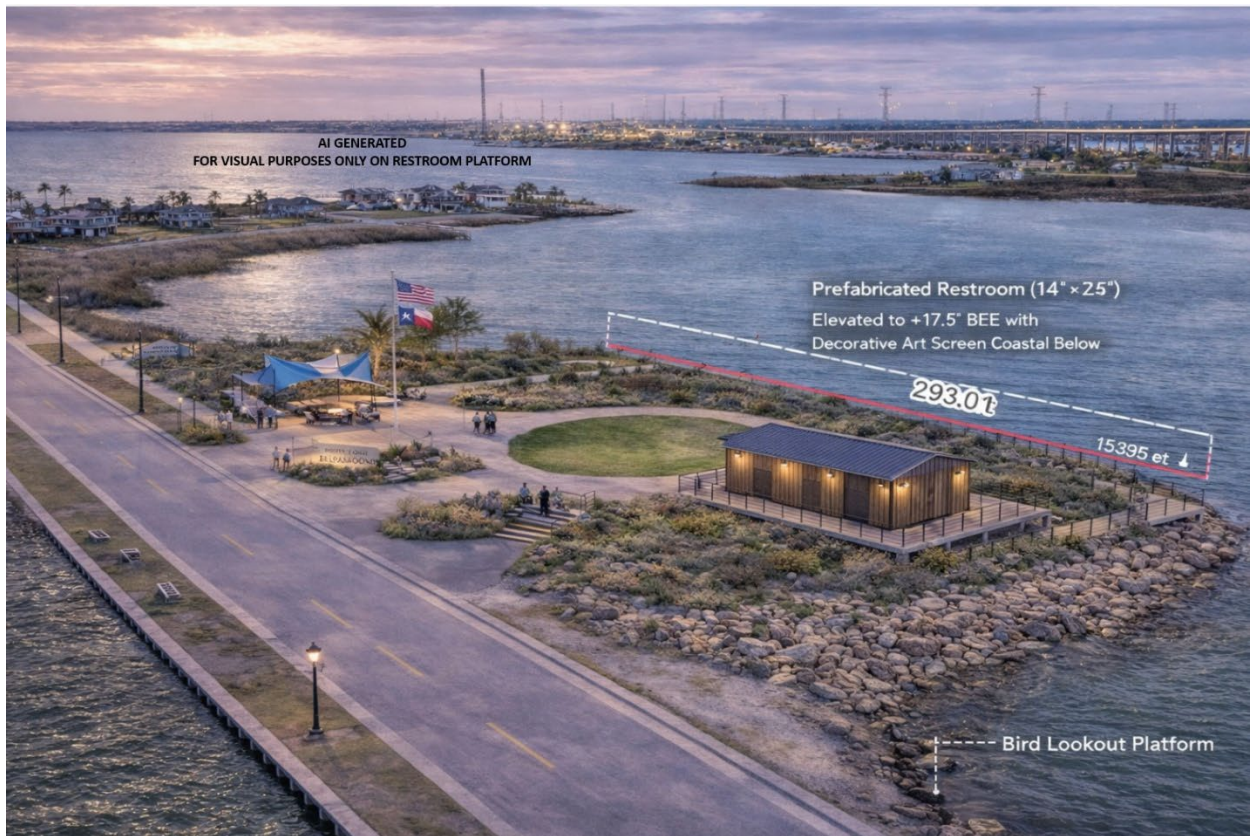
Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to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

CLOSURE

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

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

AI GENERATED FOR VISUAL PURPOSES ONLY – NOT TO SCALE OR TO CONCEPTUAL DESIGN



AI GENERATED FOR VISUAL PURPOSES ONLY – NOT TO SCALE OR TO CONCEPTUAL DESIGN





Agenda Briefing

Date of Meeting: March 17, 2026

Responsible Department: Community Development

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

Briefing Prepared By: Sean Landis

Strategic Focus Area: INFRASTRUCTURE

General Information:

Consider and take all appropriate action regarding a request from Mr. Bill Stanley that the City of Seabrook quitclaim any and all right, title, and interest it may hold in Bath Avenue (the Untitled Tract) and a portion of Lyman Street.

Executive Summary / Background:

Mr. Bill Stanley, through his LLCs GK8 Seabrook and GK8 Weatherford, owns property in Seabrook located near 2414 Todville Road (the “Stanley Property”), as reflected on Exhibit A (HCAD map with green and blue highlights).

Surrounded by the Stanley Property is a tract highlighted in pink on Exhibit A and shown in yellow on Exhibit B (HCAD Facet Map 6249B), identified as an “Untitled Tract.” This tract has remained unused for many years and does not appear on the Harris County tax rolls.

To determine the ownership and status of the Untitled Tract, Mr. Stanley retained Andrew Lonnie Sikes, Inc. Mr. Sikes conducted a title search of the Harris County Deed Records covering the period from 1880 through October 2025. His findings and qualifications are detailed in Exhibit C (the “Report”). Based on this research, Mr. Sikes concluded that the Untitled Tract is part of a platted street identified as Bath Avenue on the early 1900s Map of Morristown, recorded in Volume 1, Page 34 of the Map Records of Harris County, Texas (attached as Exhibit D). Although the Morristown map was filed of record, the proposed development appears never to have materialized.

The Stanley Property, the Untitled Tract, and numerous surrounding properties within the City of Seabrook remain burdened by these platted but never-opened Morristown streets. As reflected in Mr. Stanley’s Owner’s Policy of Title Insurance (Exhibit E), Bath Avenue and Lyman Street are specifically excepted in Item L of the policy.

Mr. Stanley respectfully requests that the City of Seabrook execute a quitclaim deed releasing any right, title, or interest it may have in the portions of Bath Avenue (the Untitled Tract) and Lyman Street shown on the Morristown plat. Mr. Stanley will provide a survey and legal description suitable for the preparation of the quitclaim instrument.

There is precedent for this action.

First, in 1961—prior to Seabrook’s incorporation—landowners petitioned the Harris County Commissioners Court to abandon certain Morristown streets. Following a hearing, the Commissioners Court ordered portions of those streets vacated, closed, and discontinued. That order is recorded in Volume 4520, Page 459 of the Harris County Deed Records (attached as Exhibit F).

Second, in 1966, the City of Seabrook executed a quitclaim deed in favor of Curtis McKallip, Jr., releasing the City’s interest in a fifty-foot (50') strip of land in Morristown known as 11th Street extending to Galveston Bay. That instrument is recorded in Volume 6545, Page 243 of the Harris County Deed Records and is attached as Exhibit G. With the exception of the specific legal description, the relief requested here is substantively the same.

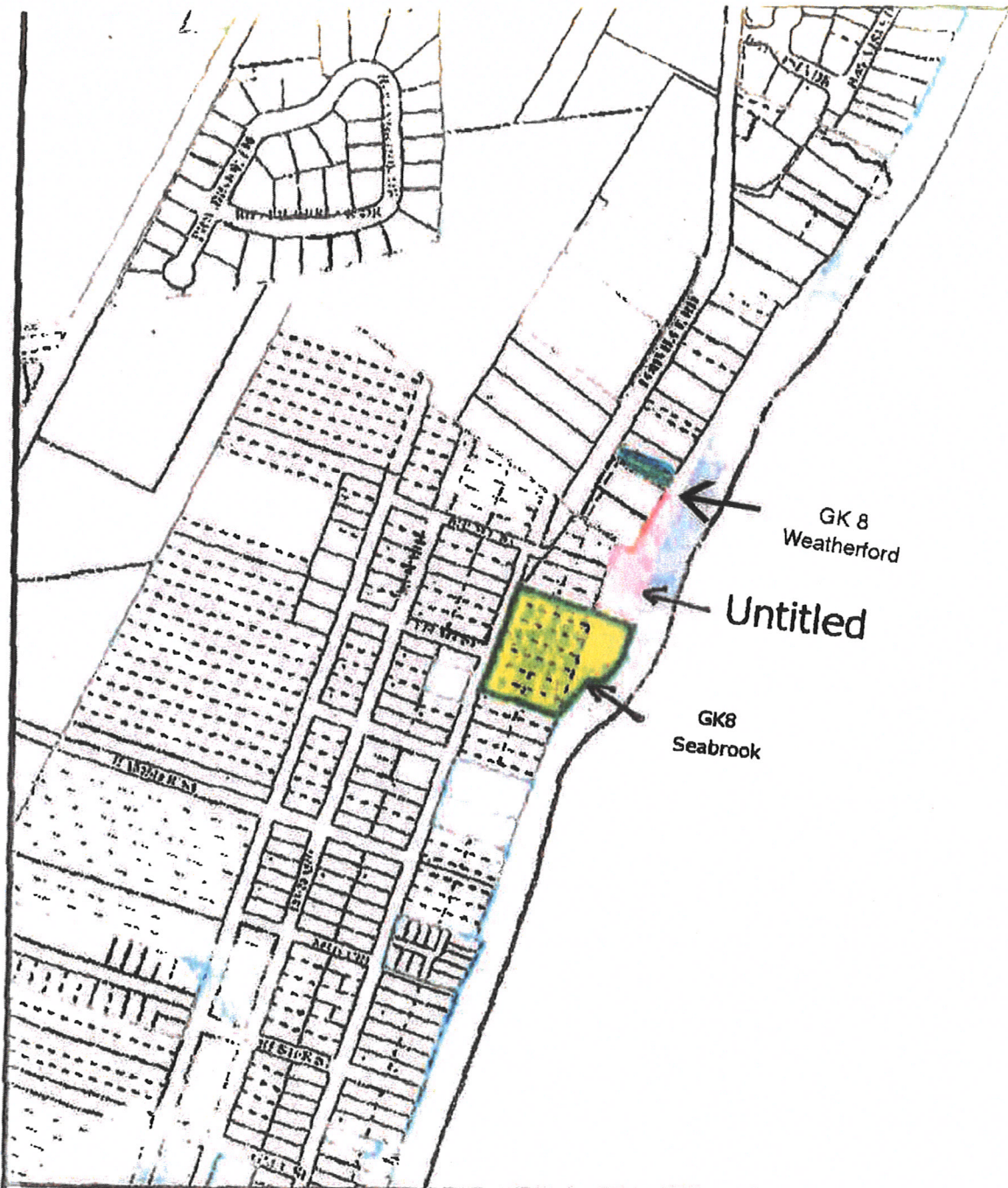
Funding / Fiscal Information:

Supporting Materials Attached:

1. Referenced Exhibits
2. Staff Presentation

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



**Harris
County
Appraisal
District**

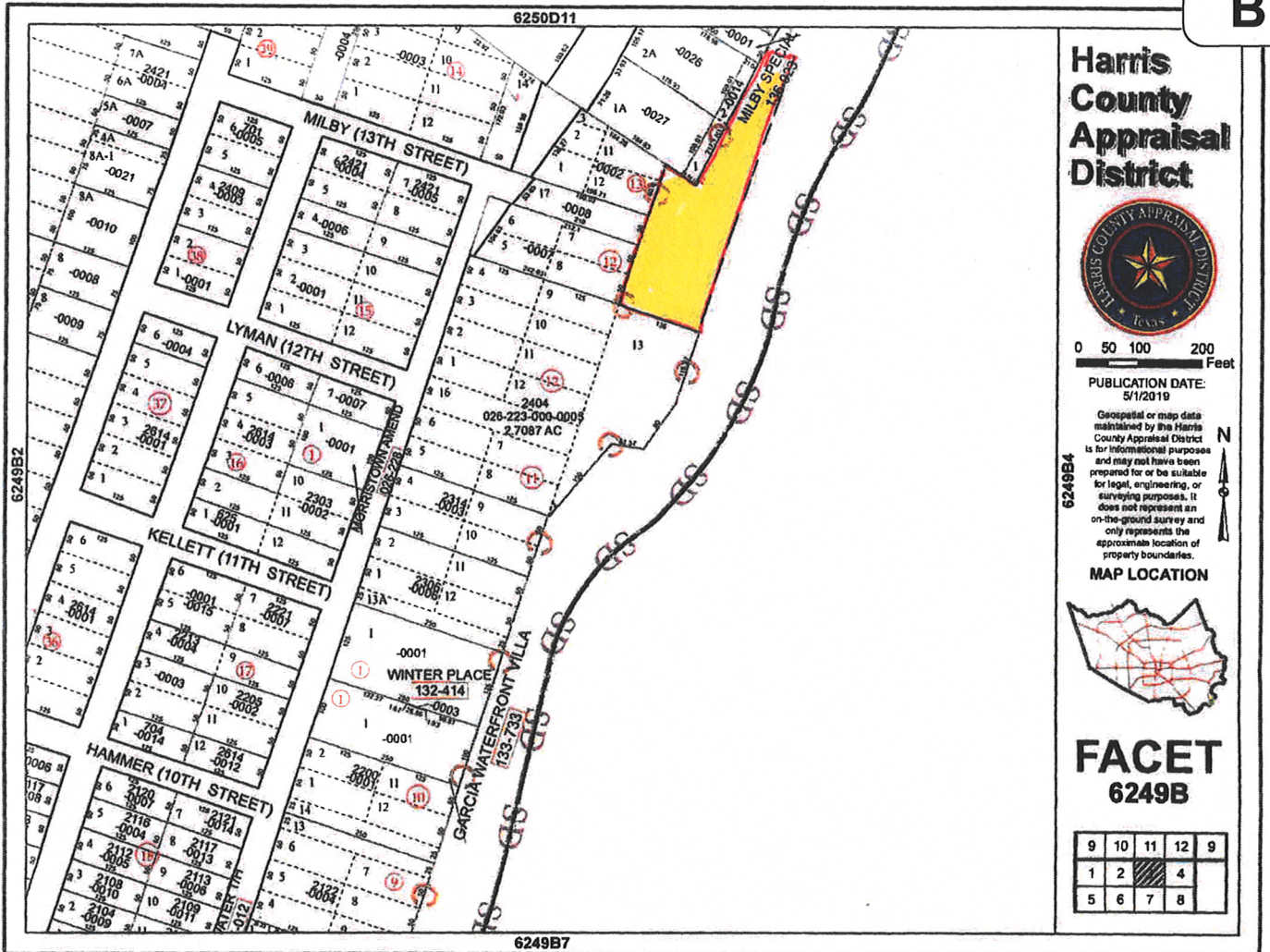
DETAIL MAP OF ACCOUNT NUMBER GK8 Seabrook (Stanley Property)



Date: 11/12/2020

Geopoint or map data maintained by the Harris County Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.







Andrew Lonnie Sikes, Inc.

Surveying and Civil Engineering since 1977

October 2, 2025

Richard L. Spencer
 Attorney
 3200 Southwest Freeway, Suite 3200
 Houston, Texas 77027

Via Email: rspencer@fbfk.law

RE: Area between Platted Lots of Morristown and
 Waters of Galveston Bay

Mr. Spencer,

I have reviewed the Grantor/Grantee Index of Harris County Deed Records, Harris County, Texas in reference to your question concerning the title to certain properties in the City of Seabrook, Harris County, Texas. My search covered the dates from 1880 to 2025. I did not search the probate records for any of that time period.

The property in question is the area east of Lots 7 and 8 of Block 12 and Lots 13 and 14 of Block 13 along with those Lots numbered 1 thru 4 lying east of Block 13 as shown on the Plat of Morristown Addition, recorded in Volume 1 at Page 34 of the Map Records of Harris County, Texas and the west line of Galveston Bay.

It appears that the property in question is within the right-of-way of Bath Ave as indicated on the Plat of Morristown Addition, recorded in Volume 1 at Page 34 of the Map Records of Harris County, Texas.

The Source of Boundary Information

The plat of Morristown Addition was filed for record on July 9, 1901, by John G. Tod of Harris County, Texas. Mr. Tod purchased the land included in the Plat from the individual heirs of Mareva Morris, Mary J. Dobie, and Dollie Frazer. The metes and bounds descriptions in the various deeds into Mr. Tod described the east boundary of the property as either running "with Galveston Bay" or "along Galveston Bay". Considering these deeds along with the graphics of the Plat of Morristown Addition, it is there can be little doubt that the east boundary of Bath Ave is coincident with limits of the State of Texas' interest in the bed of Galveston Bay. The west line of Bath Ave. is the east face of Blocks 1 thru 13 as shown on Plat of Morristown.

Precedents for Street Closures

A section of 13th Street, between Blocks 12 and 13 of the Plat of Morristown was abandoned and quit claimed by Harris County, Texas in 1960, prior to the incorporation of The City of

P O Box 599 • Katy, Texas 77492

Phone: 281-561-8118 • Email: Andy.Sikes@Surveyor.com

TX Engineering Firm #5238 TX Surveying Firm # 10104700

Seabrook. See instrument recorded under Harris County Clerk's File B404492, Deed Records, Harris County, Texas/ This closure extends from the west line of Bath Ave westward. This street closure is immediately adjacent to the section of Bath Ave. you have expressed an interest in.

Public Maintenance

A review of historical aerial imagery indicates that there have not been any improvements of Bath Ave. in the area of your interest in the last 25 years or more. The readily available imagery (Google Earth) does not show any street improvements in Bath Ave in this area as far back as December 1944. There can be little doubt that Bath Ave has never been improved or maintained by either Harris County or The City of Seabrook.

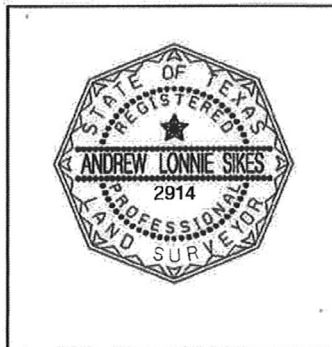
I have not made a request for information as to actions of County Commissioner Court, Harris County, or City Council of The City of Seabrook, Texas. Either of these bodies may have taken actions regarding Bath Ave at some time in the past.

The observations in this report are based on review of various deeds without any surveying field work. The location of any specific boundary will require professional land surveying. If I can be of any further service, please let me know.

Sincerely Yours,

Signed:

Andrew Lonnie Sikes, PE, RPLS
Texas Registration Number 2914
October 6, 2025



Andrew Lonnie Sikes, P.E., R.P.L.S.

President

Andrew Lonnie Sikes, Inc.

Education

B.S., Civil Engineering, Texas A&M
University, 1969

M.S., Civil Engineering, Texas A&M
University, 1974

Registrations

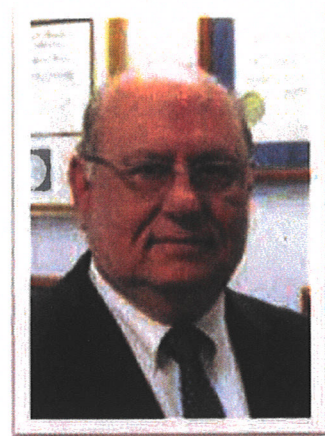
Professional Engineer, Texas

Registered Professional Land
Surveyor, Texas

Professional Affiliations

American Society of Civil
Engineers
(ASCE)

Texas Society of Professional
Surveyors (TSPS)



President, Andrew Lonnie Sikes, Inc., Mr. Sikes consults on surveying projects of all types including: subsidence studies, control, boundary, topographic and chemical plant design surveys. In addition, Mr. Sikes offers expertise on surveys for pit closure and ground water monitoring, GIS projects, GPS surveys and aerial surveys.

Mr. Sikes served on the Texas Board of Professional Surveyors from 1987 thru 1999. He was appointed by Governor Clements and served on that registration board under Governors Richards and Bush. During his term, TBPLS adopted rules of performance for surveyors in Texas. He was also elected to the Board of Directors of the National Council of Examiners for Engineers and Surveyors where he served two years as Vice President, Southern Zone.

Mr. Sikes is a Life Member of American Society of Civil Engineers, Texas Society of Civil Engineers. He is a Past President of Gulf Coast Chapter of Texas Society of Professional Surveyors, Chairman of the Geomatics Committee of the ASCE Houston Branch and has served on a number of ASCE National Technical Committees. Mr. Sikes is President of Professional Surveyors Education Foundation, which creates education opportunities in surveying. As a Fort Bend County resident, he has supported a variety of community activities.

Mr. Sikes has published several articles on surveying issues. He has been a presenter and author of seminars on aerial mapping and boundary surveying issues in Texas. Mr. Sikes has served as an adjunct professor of surveying at the University of Houston, Houston, Texas.

Andrew Lonnie Sikes, Inc. is a regional engineering firm with offices in Katy, Texas. The firm employs 3 individuals and provides civil engineering and surveying services. In 2020 the firm discontinued offering routine operations in professional land surveying and mapping services. It is now limiting surveying services to consulting and expert witness projects. The firm was formed in 1977 as a sole proprietorship and incorporated in 1980. Prior to selling a division established in Clute, Texas to serve The Dow Chemical Company, the firm grew to 40 plus people with seven registered professionals. The current staff is made up of one registered professional surveyor and two registered engineers. The company is positioned to take full advantage of the new technologies in engineering and surveying.

As president, Mr. Sikes provides general management and project oversight of the company activities. On major projects or projects with special consideration such as expert witness, he provides specific technical and professional tasks. Mr. Sikes provides consultation and expert witness activities on surveying and engineering issues. He serves both as a consultant and as a fact witness as requested by his clients.



- D. Oil, Gas and Mineral Lease dated March 23, 1990, recorded under Clerk's File No(s). M- 682556 of the Real Property Records of Harris County, Texas, in favor of Global Natural Resources Corporation of Nevada. Title to said lease not checked subsequent to date of aforesaid instrument.
- E. Oil, Gas and Mineral Lease dated February 2, 1990, recorded under Clerk's File No(s). M-515311 of the Real Property Records of Harris County, Texas, in favor of Global Natural Resources Corporation of Nevada. Title to said lease not checked subsequent to date of aforesaid instrument.
- F. Oil, Gas and Mineral lease dated April 30, 1963, recorded in Volume 1619, Page 443, of the Contract Records of Harris County, Texas, in favor of The Sparta Oil Company. Title to said lease not checked subsequent to date of aforesaid instrument.
- G. Oil and Gas Lease dated October 6, 1993, recorded under Harris County Clerk's File No(s). P-652225, in favor of Global Natural Resources Corporation of Nevada. Title to said lease not checked subsequent to date of aforesaid instrument.
- H. Oil and Gas Lease dated November 17, 1993, recorded under Harris County Clerk's File No(s). P-644969, in favor of Global Natural Resources Corporation of Nevada. Title to said lease not checked subsequent to date of aforesaid instrument.
- I. Oil, Gas and Mineral Lease dated January 21, 1998, recorded under Harris County Clerk's File No(s). S-903893, in Harris County, Texas, in favor of Goodrich Petroleum Company. Title to said lease not checked subsequent to date of aforesaid instrument.
- J. Terms, conditions and stipulations contained in that certain Structure Registration No. SP20140476 (Customer ID: C000021628), as set forth in instrument recorded under Harris County Clerk's File No. 20140352049.
- K. Any and all unrecorded leases and/or rental agreements, with rights of tenants in possession.
- L. Any portion of the subject property lying within the boundaries of a public or private roadway, whether dedicated or not, including but not limited to Bath Avenue and Lyman Street.
- M. This company shall have no liability for, nor responsibility to defend, any part of the property described herein against any right, title, interest or claim (valid or invalid) or any character had or asserted by the State of Texas or by any other Government or Governmental Authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore or banks of a perennial stream or lake navigable in fact or in law or within the bed or shores or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide; and (2) in and to portions of the above described property which may be between the water's edge and the line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom. (Galveston Bay)
- N. Any claim or allegation that the land described in Schedule "A" of this policy was conveyed in violation of V.A.T.C. Local Government Code 212.004, et. seq. or 232.001, et. seq. or in violation of any county or municipal ordinance affecting subdivision, or any loss of use of the land by reason thereof.
- O. Subject to the zoning ordinances now in force in the City of Seabrook, Texas.

order
D

B404492

DEED RECORDS

4520 159

OCT-12-61

1886

B404492

A PO

ACT-9-61

09619

B402322

D PO

EXHIBIT

F

IN THE MATTER OF THE PETITION OF MRS. ROSA TOD HAMNER, ET AL FOR VACATION, CLOSING AND DISCONTINUANCE OF PORTIONS OF CERTAIN ROADS OR STREETS IN MORRISTOWN ADDITION IN THE RITSON MORRIS LEAGUE, IN HARRIS COUNTY, TEXAS.

FILM CODE

1402892

059-14-1346

059-12-0010

On this the 9th day of October, 1961, at a regular term of the Commissioners Court of Harris County, Texas, duly held and convened on said date at the Court House in said County, in the City of Houston, Texas, came on for consideration and hearing the petition of Mrs. Rosa Tod Hamner, a feme sole, Miss Mary G. Tod, a feme sole, Charles D. Milby, Lucille B. Cline and husband, Edward R. Cline, Floyd L. Scott and wife, Jesse B. Scott, Josephine M. Hamman, a feme sole, C. L. Fenity and Gustav J. Meyer, for an order vacating, closing and discontinuing portions of Clopper Avenue, Menard Avenue, Morris Avenue and 13th. Street in Morristown Addition in the Ritson Morris League in Harris County, Texas, the map of said Addition being of record in Volume 1 at page 34 of the Map Records of said county; and it appearing to the Court and the Court finding that said petition is in due form as provided by law, particularly describing by field notes said portions of said roads or streets sought to be vacated, closed and discontinued and specifying the beginning and termination thereof, and being signed by at least eight (8) freeholders in Precinct No. 1, the precinct in which said portions of said roads or streets are situated, and that notice of said petition has been given in the manner and for the length of time as required by Article 6705 of the Vernon's Annotated Texas Statutes, said notice being posted for more than twenty (20) days at the Court House door of this County and said notice being also posted for more than twenty (20) days at more than two other public places (to-wit: at four other public places) in this County in the vicinity of said portions of said roads or streets sought to be vacated, closed and discontinued, with said notice being so posted on the 2nd. day of September, 1961; the Court considering the evidence adduced and finding that the allegations of said petition are true and that said portions of said roads or streets have never been used as roads or streets nor accepted by the public or Harris County as roads or streets but remain abandoned, unused and unimproved as such, and have been continuously under fence and in use with adjoining land owned by petitioners, Mrs. Rosa Tod Hamner and Miss Mary G. Tod, for pasturage and grazing of cattle and other livestock for more than twenty (20) years, and that the vacating, closing and discontinuing of said portions of said roads or streets hereinafter described will not interfere with the established rights nor be detrimental to any public interest, and that it is expedient and to the public interest to vacate, close and discontinue said portions of said roads or streets.

That the cities of Houston, Pasadena, La Porte and Shoreacres have notified the Court in writing that they have no objections to the vacating, closing and discontinuance of said portions of said roads or streets.

It is therefore, by unanimous consent of all the Commissioners elected, ADJUDGED, ORDERED and DECREED by the Court that the prayer and petition of the aforesaid petitioners be granted vacating, closing and discontinuing said portions of Clopper Avenue, Menard Avenue, Morris Avenue and 13th. Street in said Morristown Addition, hereinafter described, and that real, permanent or ostensible easement for public roads or streets or rights of way or places for travelling in or upon the same be terminated, vacated and cancelled, and that said portions of said roads or streets, hereinafter described, be and the same are hereby vacated, closed and discontinued, said portions of said roads or streets so vacated, closed and discontinued being described as follows:

FIELD NOTES: Clopper Avenue.

All that portion of Clopper Avenue as shown on the recorded map of Morristown Addition in the Ritson Morris League, Harris County, Texas, located north of the north line of 13th. Street in said Addition, more particularly described as follows:

Beginning at the southwest corner of Block 39 in said Morristown Addition in said League, thence North 19 degrees 30 minutes East

RE FILED
R. L. Hamner, Jr.
COUNTY CLERK
HARRIS COUNTY, TEXAS

1961 OCT 12 PM 4 24

059-14-1317

VOL 4520 PAGE 160

DEED RECORDS

FILM CODE

059-12-0011

307.74 feet along the west line of Block 39 to the northwest corner of said block, thence North 54 degrees 35 minutes West 52 feet to the northeast corner of Lot 8 in Block L of said Addition, thence South 19 degrees 30 minutes West 372 feet along the east line of said Block L to the southeast corner of Lot 2 in said block, thence South 70 degrees 30 minutes East 50 feet to the place of beginning.

FILM CODE

059-10-0697

FIELD NOTES: Menard Avenue.

All that portion of Menard Avenue as shown on the recorded map of Morristown Addition in the Ritson Morris League, Harris County, Texas, located between Blocks 14 and 39 of said Addition, more particularly described as follows:

Beginning at the southwest corner of said Block 14, thence North 19 degrees 30 minutes East 256.01 feet along the west line of said Block 14 to its northwest corner, thence North 52 degrees 07 minutes West 40.84 feet, thence North 54 degrees 35 minutes West 11.69 feet to the northeast corner of said Block 39, thence South 19 degrees 30 minutes West 272.09 feet along the east line of said Block 39 to its southeast corner, thence South 70 degrees 30 minutes East 50 feet to the place of beginning.

FIELD NOTES: Morris Avenue.

All that portion of Morris Avenue as shown on the recorded map of Morristown Addition in the Ritson Morris League, Harris County, Texas, located north of 13th. Street of said Addition, more particularly described as follows:

Beginning at the southeast corner of Block 14 of said Addition, thence South 70 degrees 30 minutes East 50 feet to the west line of Todville Road (Todville Road being an extension of Morris Avenue of said Addition) at its intersection with the west line of Block 13 of said Addition, thence North 19 degrees 30 minutes East 159.98 feet along the west line of said Block 13 to its northwest corner, thence North 52 degrees 07 minutes West 53.74 feet to the northeast corner of Block 14 of said Addition, thence South 19 degrees 30 minutes West 172.93 feet along the east line of said Block 14 to the place of beginning.

FIELD NOTES: 13th. Street.

All that portion of 13th. Street as shown on the recorded map of Morristown Addition in the Ritson Morris League, Harris County, Texas, located East of said Todville Road, more particularly described as follows:

Beginning at the intersection of the north line of Block 12 of said Addition with the east line of said Todville Road based on a width of 60 feet, thence South 70 degrees 30 minutes East 210 feet along the north line of said Block 12 to its northeast corner, thence North 19 degrees 30 minutes East 50 feet to the southeast corner of Block 13 of said Addition, thence North 70 degrees 30 minutes West 190 feet along the south line of said Block 13 to the east line of said Todville Road, thence in a southerly direction along the east line of said Todville Road 56 feet to the place of beginning.

The map of Morristown Addition, above referred to, is recorded in Volume 1 at page 34 of the Map Records of Harris County, Texas.



All costs incurred herein are hereby adjudged against the petitioners above named.

FILM CODE
059-14-1348 *Reed Elliott*
County Judge
W. H. ...
...
...
Commissioners

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Harris County, Texas, as stamped hereon by me, on

OCT 9 1961



R. E. Turrentine, Jr.
COUNTY CLERK,
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS }
COUNTY OF HARRIS }

I, R. E. Turrentine, Jr., County Clerk and Ex-Officio Clerk of Commissioners' Court of Harris County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Order made and entered October 9th, 1961, Volume 50, Page 12, Minutes of the Commissioners Court of Harris County, Texas.

Given under my hand and seal of office this the 12th day of October, A. D., 1961.

R. E. Turrentine, Jr., County Clerk
and Ex-Officio Clerk of Commissioners'
Court of Harris County, Texas.

By *C. B. ...* Deputy

FILM CODE

059-14-1349

DEED RECORDS

VOL 4520 PAGE 162

STATE OF TEXAS
COUNTY OF HARRIS

RE

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me, and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Harris County, Texas, as stamped hereon by me, on:

OCT 12 1961



R. E. Curran
COUNTY CLERK,
HARRIS COUNTY, TEXAS

COPY UNOFFICIAL

Return to

Charles Byers
Comptroller Court Dept
8th Floor
Court House, Jail Bldg
Harris Co

600
PD
C394639

OCT-20-66 42742 - C 394639 D PD

1.70

DEED RECORDS

VII 6545 PAGE 243

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS X

THAT the City of Seabrook, a municipal corporation duly incorporated under the laws of the State of Texas, for and consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid to it by CURTIS MCKALLIP, Jr., the receipt and sufficiency of which is hereby acknowledged, has QUITCLAIMED, and by these presents does QUITCLAIM, any and all right, title and interest which it might have in and to the following described tract of land situated within the corporate limits of the City of Seabrook, to-wit:

170
H
UNOFFICIAL
All of that tract or parcel of land designated as 11th Street and shown as having a width of 50' on the map or plat of Morristown, Harris County, Texas, according to the map or plat of Morristown recorded in Volume 1, page 34 of the Map Records of Harris County, Texas, such tract being bounded as follows: on the South by a line projected along the north line of Block 11 in said Morristown from the Northwest corner of said Block 10 to the water's edge of Galveston Bay; on the North by the south line of Block 11 in said Morristown from the southwest corner of said Block 11 to the water's edge of Galveston Bay; on the East by the water's edge of Galveston Bay and on the West by a line projected along the east right-of-way line of Morris Avenue (now Todville Road) as shown on said plat from a point in the Northwest corner of said Block 10 to the southwest corner of said Block 11.

with all and singular its right, title and interest in and to the hereditments and appurtenances thereto belonging or in anywise pertaining.

TO HAVE AND TO HOLD the above released rights, title and interest to the said CURTIS MCKALLIP, JR., his heirs, personal representatives and assigns, forever, so that neither the City of Seabrook, nor its successors, nor any person or persons

062-26-0323

DEED RECORDS

VOL 6545 PAGE 244

claiming under it, shall at any time hereafter have any right, or title to or interest in the said property, premises or appurtenances, or any part thereof, at any time hereafter. This quitclaim and release is made by the City of Seabrook and accepted by the said Curtis McKallip, Jr. without covenants or warranty of any kind, either express or implied.

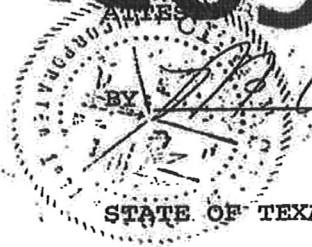
IN TESTIMONY WHEREOF, the City of Seabrook, Texas, a municipal corporation acting by its Mayor, G. W. Robinson, does hereby execute this instrument and affix its seal on this the 29 day of September, A.D., 1966.

CITY OF SEABROOK

BY: G. W. Robinson
G. W. Robinson, Mayor

COPY

UNOFFICIAL



STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public, in and for Harris County, Texas, on this day personally appeared G. W. ROBINSON, Mayor, of the City of Seabrook, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said City of Seabrook, Texas, a municipal corporation, and that he executed the same as the act of such municipal corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of ~~September~~ Oct., A.D., 1966.



Alton L. Wilcox
Notary Public in and for Harris
County, Texas
ALTON L. WILCOX
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1967

062-26-0324

UNOFFICIAL COPY

DEED RECORDS

VOL 6545 PAGE 245

062-26-0325

Curtis M. Collier
2703 Esperson Bldg
Houston Tex
77002

OCT 20 10 24 AM 1966

Belmont
FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as stamped hereon by
me, on

OCT 01 1966

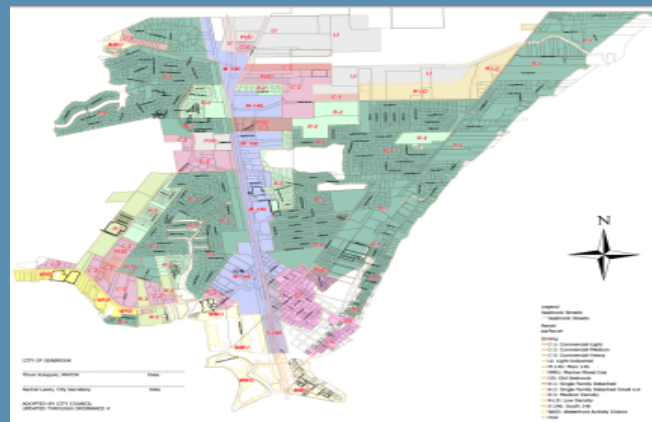


Belmont
COUNTY CLERK
HARRIS COUNTY, TEXAS

BUTLER, BINION, RICE, COOK & KNAPP
ATTORNEYS AT LAW
11000 Esperson Building
HOUSTON, TEXAS 77002

City of Seabrook City Council

March 17, 2026





A request that the City of Seabrook quitclaim any and all right, title, and interest it may hold in Bath Avenue (the Untitled Tract) and a portion of Lyman Street.

Location Aerial





CITY OF SEABROOK CHECKLIST FOR STREET/ALLEY CLOSURE/ABANDONMENT

- 1. Submittal of application and associated fee of \$100.00:**
 - State the reason for the request.
 - Submit a survey drawn to scale of the Right-of-Way (ROW).
 - Provide notarized petitions from all abutting property owners.
 - Submit title verification of fee ownership.
- 2. Written statements from all public utilities:**
 - Provide statements of no objection to the request for abandonment from all relevant public utilities.
- 3. Appraisal Requirement:**
 - The applicant is required to provide an appraisal assessing the value of the ROW.
- 4. Public Hearing:**
 - A public hearing is required.
- 5. Council Consideration:**
 - The Council shall consider an Ordinance authorizing the closure/abandonment of the ROW.
 - The Council is not required to accept any bid or offer, but the sale, if approved, shall never be for less than the fair market value as determined by the appraisal, at the applicant's expense.



Questions?



Agenda Briefing

Date of Meeting: March 17, 2026

Responsible Department: Community Development

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

Briefing Prepared By: Sean Landis

Strategic Focus Area: QUALITY OF LIFE

General Information:

Consider and take all appropriate action on the approval of an expenditure in an amount not to exceed \$15,000.00 for the demolition of a substandard structure located at 537 Baywood Drive, Seabrook, Texas 77586. This expenditure is not currently budgeted and will require a budget amendment.

Executive Summary / Background:

On November 17, 2025, a public hearing was held before the Seabrook Building and Standards Commission to determine whether the structures located at 537 Baywood Drive, Seabrook, Texas 77586 constituted a dangerous building under applicable City ordinances.

Following presentation of evidence and testimony, the Commission found the structures to be unfit for human habitation and a danger to public health, safety, and welfare. Accordingly, the Commission declared the buildings to be dangerous structures.

Pursuant to these findings, the Commission ordered the property owners to complete demolition of the structures no later than January 31, 2026. “Demolition” was defined to include asbestos abatement and the removal of all improvements to ground level, including but not limited to foundations, porches, walkways, driveways, concrete slabs, and steps with elements above grade. The property was further required to be brought to a clean, graded condition that prevents ponding of water. A silt fence must be installed and maintained to prevent erosion until vegetation is established.

To date, the property owners have failed to comply with the Commission’s Order.

In accordance with the Order, if the owners do not complete the required demolition, the City is authorized to proceed with demolition and file a lien against the property to recover all associated demolition and administrative costs, unless payment is made in

full within ten (10) days of the demolition.

City Staff is requesting City Council approval of an expenditure in an amount not to exceed \$15,000.00 for the demolition of the substandard structure located at 537 Baywood Drive. This expenditure is not currently budgeted and will require a budget amendment.

Funding / Fiscal Information:

Approval would initiate this item to be on a future Budget Amendment Ordinance to allocate General Funds to this department.

Supporting Materials Attached:

1. Final Order
2. Demolition Quote 1
3. Demolition Quote 2
4. Demolition Quote 3
5. Staff Presentation

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

**HEARING BEFORE THE SEABROOK
BUILDING AND STANDARDS COMMISSION**

CITY OF SEABROOK

v.

Samuel Crowell IV

§
§
§
§
§

CITY OF SEABROOK

HARRIS COUNTY, TEXAS

Order/and Notice of Lien

On November 17, 2025, a hearing was held before the Seabrook Building and Standards Commission (hereinafter sometime referred to as the "Commission") pursuant to the City of Seabrook Code of Ordinances (Code), Chapter 18, Article IV., Division 12, "Substandard, Unsafe Buildings – Dangerous Buildings", Section 18-386 et.seq., to determine whether the building(s) or structure(s) on the property described below is or is not a dangerous building(s) or structure(s) as that phrase is defined in Section 18-389 et. seq. of the Code, and, if so, whether or not such building(s) or structure(s) must be vacated and/or repaired or demolished.

I.

STRUCTURES(S)/LOCATION

The building(s) or structure(s) (the "Building") which is the subject of this hearing is located at: **537 Baywood Dr., Seabrook, Texas 77586.** (Dwelling), Tract Thirty-one (31), being approximately 100'x151.92' out of a part of a tract known as Baywood Tract, an unrecorded subdivision in the Ritson Morris Survey, Abstract No. 52, Town of Seabrook, an addition in Harris County, Texas.

II.

OWNER(S)/LIENHOLDER

The persons having interest in the property, (owner(s), lienholder(s), mortgagee(s) of the Building) are:

OWNERS:

Samuel Crowell IV, 537 Baywood Dr, Seabrook, TX 77586

LIEN HOLDER:

BoRain Capital Fund, 5, LTD, 8445 Freeport Pkwy, Suite 175, Irving, TX 75063

(all hereinafter sometimes collectively referred to as "Owner") and were provided notice of the hearing, as determined in accordance with Section 18-392 and the laws of the State of Texas. A copy of the inspection report was previously provided to the Owner(s) and remained on file for public inspection prior to the hearing and was provided as evidence in this hearing.

The hearing was held at City Hall, 1700 First Street, Seabrook, Texas, and began at 6:00 p.m. on November 17, 2025. A quorum of the Building and Standards Commission of the City of Seabrook was in attendance and this proceeding was properly posted in accordance with

the Texas Open Meetings Act.

Appearances for City: *(Print name, title).*

Nick Kondejewski
Building Official

Appearances For Owners/Lienholders: *(Print name, mailing address, and if representative, the mailing address of representative and the person/entity represented).*

Other Appearances for Owner/Parties in Interest: *(Print name, mailing address, and person/entity representing below).*

III.

FINDINGS

The Building and Standards Commission heard the evidence presented by all parties requesting to be heard.

The Building and Standards Commission, after hearing and considering all of the evidence, hereby, duly makes the following findings and conclusions:

- A. Notice of hearing was provided by certified mail and/or personally delivered to the owner(s), lien holder(s), and mortgagee(s) of records of the above-described property pursuant to Section 18-392 of the Code of Ordinances. Additionally, notice of this hearing was posted at or near the front door of the building and was filed in the official public records for real property in Harris County, Texas.
- B. The Building located on this property is generally described as follows:
Dwelling
- C. The specific conditions, which render the Building a dangerous building(s) within the standards, set forth in Section 18-389 et. seq. *(Please denote conditions found by Commission by an "x" with initials of Chairperson).*

"Any building or structure, regardless of the date of its construction, having any of the following defects, shall be deemed to be substandard and/or unfit for human habitation and as a result, a danger to the public health, safety and welfare and thus, declared to be a dangerous building or structure.:

-  (1) Any building or structure that has become deteriorated or damaged such that its roof, walls, or flooring is not weathertight and waterproof such that it violates the minimum standards of this article;
-  (2) Any building or structure that is so structurally deteriorated or damaged that it is in danger of collapse or that cannot be expected to withstand reasonably anticipated weather conditions, such as storms or hurricanes;
-  (3) Conditions within any building or structure that violate any provision of the city's building, electrical, plumbing, fire, maintenance or other such codes;
-  (4) A building or improvement that does not meet the fire safety standards as adopted by city code, including materials or methods used to construct the building or improvement, including the foundation, structural elements, electrical wiring or apparatus, plumbing, and fixtures, entrances or exits do not meet the standards set forth in this article in regards to preservation of public safety;
-  (5) A building or use thereof that violates the city code nuisance provisions in that there exist conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents;
-  (6) A building or improvement that is dilapidated, decayed, unsafe, unsanitary, or has substandard conditions or any condition that fails to provide amenities essential to decent living so that the premises are unfit for human habitation, or are likely to cause sickness or disease, so as to cause injury to the public health, safety, and welfare;
-  (7) Buildings and structures, regardless of their structural condition, that have been, during times that they were not actually occupied by their owners, lessees or other legal invitees, been left unsecured from unauthorized entry to the extent that they may be entered by vagrants or other uninvited persons as a place of harborage or could be entered by children.
-  (8) Buildings and structures, which are secured by a means inadequate to prevent unauthorized entry or use in the manner described in subsection (7).
-  (9) A wall or other vertical member that lists, leans or buckles to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
-  (10) Inadequate facilities for egress in case of fire or panic or insufficient stairways, elevators, or fire escapes.
-  (11) When a building which is partially constructed has not had any significant construction work done on it in the preceding six months, and it is not secured by a fence or other means to prevent children and vagrants from entering the building.
-  (12) Parts of buildings and structures that may fall and injure a person or property.

- _____ (13) The condition, use, or appearance of the property is in violation of the minimum standards of this division, specifically including the property maintenance code;
- _____ (14) The building fails to meet the requirements necessary to retain a certificate of occupancy.

IV.

ORDERS

Having made the above findings, the City of Seabrook Building and Standards Commission orders the Owner(s), commensurate with this Order in relation to the Building to: *(Please denote action required to be taken by Owner, as determined by the Commission with an "x" with initials of Chairperson).*

- _____ 1. Allow City staff to enter onto the property where the Building is situated to remove persons or property and make interior as well as exterior inspections of the building immediately and continuously on an as needed basis commensurate with this Order.
- _____ 2. No later than _____ secure the building and property from unlawful entry and to constantly monitor the structure to ensure that it is kept secured.
- _____ 3. No later than _____ removal of all persons or property in reference to the Building.
- _____ 4. That the Building shall be posted on or near the front door as a dangerous building with the "DO NOT OCCUPY" notice in accordance with and contained in Section 18-397 of the City of Seabrook Code of Ordinance.
- _____ 5. No later than January 31, 2026 complete the demolition [state whether repair or demolition] of the building as determined above. Permits are necessary for any repairs or demolition unless determined otherwise by the building official, and city staff should be provided a scope of the work and schedule at the time of application for the necessary permits.
[Pursuant to 18-395(3)c, if more than 30 days is allowed for performance, the Commission shall establish specific time schedules for the commencement and performance of the work and shall require the owner, lienholder, mortgagee, manager or occupant to secure the property in a reasonable manner from unauthorized entry while the work is being performed that may be further specified in "Additional Conditions" below].
[Pursuant to 18-395(3)d the Commission shall not allow more than 90 days to repair, remove or demolish the Building unless the Owner submits a detailed plan and time schedule for the work at the hearing and establishes at that time that the work cannot reasonably be completed within 90 days because of its scope and complexity. Specific instructions, including time and scope of work may be addressed in "Additional Conditions" below.]

"Demolition" of the building includes the asbestos abatement, and destruction and removal of all improvements to ground level, including but not limited to foundations, porches, walks, driveway, concrete slabs, and steps which have elements above grade. The property must be brought to grade clean and in a

fashion not to allow for ponding of water. To prevent erosion, a silt fence must be erected until vegetation has been established.

6. No later than _____ complete the repairs or removal of the _____ [name, i.e. swimming pool, fence, storage building] and maintain it in compliance with all applicable laws.

7. No later than _____ eliminate conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents.

8. No later than _____ have all fire and smoke detection systems, extinguishing appliances, fire alarm systems, fire hydrants, and portable fire extinguishers in compliance with state, federal, and local laws.

9. (Compliance Hearing) Appear at the _____ meeting of the Commission to present a status report on the case. *Owner shall provide city staff a status report at least 3 business days prior to this meeting.*

10. (Additional Conditions).

11. (Security/Bond). The Commission has determined that the Owner owns a Building on the subject property that exceeds \$100,000 in total value, and accordingly, requires the Owner to post a cash or surety bond or approved letter of credit in the amount of \$_____, which is determined to be an amount adequate to cover the costs of repairing, removing, or demolishing the Building pursuant to Section 214.001(k) of the Texas Local Government Code. This Security must be posted not later than 30th day after the date this Order is issued.

V.

SPECIAL ADDITIONAL FINDINGS FOR DEMOLITION IF APPLICABLE

1. Since the Prior Order, there has been no evidence of substantial repairs to the Building; there has been adequate time for such repairs and completed construction; that immediate extensive, costly repairs to the majority of the Building are required to address the numerous Code violations for the Building that require it to be substantially reconstructed; the Building will continue to quickly deteriorate significantly and pose such a hazard that the Building should be immediately demolished, particularly due to hurricane threats posed to the City. More than 50 percent (50%) of the Building is damaged, decayed or deteriorated, and the Commission determines that the Building cannot be feasibly repaired or the condition remedied.

2. That the Owner has demonstrated an inability to complete the repair/demolition of the Building and failed to make extremely needed urgent repairs. The Building is inhabitable and unsafe. Repairs are not feasible and the conduct of the Owner demonstrates that the subject repairs cannot and would not be completed in a timely manner to avoid further danger to the City and others concerned.

VI.

COMPLIANCE

In addition, the City of Seabrook Building and Standards Commission notifies the Owner(s) of the Building that:

1. If the owner has not complied with the terms of this Order by completing the demolition or repair of the building by the specified date, the Commission authorizes the city to complete demolition of the building and file a lien against the property to recover all associated expenses and demolition costs, unless payment is paid in full within 10 days from the date of the demolition.
2. If the Building has not been brought into full compliance with this Order by the specified date(s), the Commission will consider levying civil penalties of up to \$1,000.00 per day for non-compliance. The Commission may assess civil penalties beginning with the first day after any Commission established deadline has been missed, and the City of Seabrook will file a lien against the property to recover all associated expenses and civil penalties, unless payment is paid in full within 10 days from the date of the assessment.
3. A minimum administrative fee of \$_____, is hereby assessed as provided by the Code, (and any additional expenses together with any additional charges as delineated in 18-397(g) for recoupment of city expenses pursuant to 214.001 et seq. of the Texas Local Government Code), shall be paid as a condition to issuance of any permit to Owner, and shall constitute a lien pursuant to the referenced sections if not paid. Further, any cost of securing, repairing, demolishing the Building or buildings, either by the City or by persons doing so under contract with the City, shall be separately calculated and assessed in each instance where the City secures, repairs, demolishes or causes the demolition of a buildings pursuant to this Order.
4. In the event that the City of Seabrook contracts for the demolition/repair of the Building with a contractor and after entering into the contract Owner demolishes the Building, then the City shall be entitled to recover from the owner the costs of cancellation of any such contract and shall be entitled to place a lien on such property for all such costs so incurred pursuant to Section 214.001 et. seq. of the Texas Local Government Code.
5. Pursuant to Section 18-396 of the Code of Ordinances, within 10 days of a final order, the City Secretary shall publish in the official newspaper of the City a notice containing the street address and legal description of the subject property, the date of this hearing, a brief statement indicating the results of this hearing, and instructions stating where a complete copy of this Order may be obtained. Additionally, true copies of this Order shall be given to the owner(s) of the Building and all lien holder(s) and mortgagee(s) of record and a certified copy of this Order shall be filed in the Deed Records of Harris County, Texas.

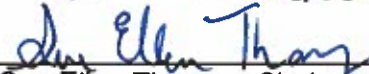
✓

Final Order.

✓

Compliance Hearing.

SIGNED, ENTERED AND RENDERED on this 17 day of November, 2025.


Sue Ellen Thomey, Chairman

ATTEST:

By:

Ranya Botros

Ranya Botros
Secretary

APPROVED AS TO FORM:

Andrea Chan

Andrea Chan, City Attorney

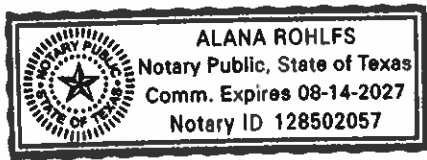
AGREED AS TO FORM AND SUBSTANCE:

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 17th day of November, 2025, by Sue Ellen Thomey, Chairperson of the Building and Standards Commission of the City of Seabrook, Texas.



Alana RohlfS
Notary Public in and for the
State of Texas

Printed Name: Alana RohlfS

My Commission Expires: 8-14-2027

AFTER FILING RETURN TO:

City Secretary
City of Seabrook
Attn: Code Enforcement
1100 Red Bluff
Seabrook, Texas 77586

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge that I was provided a true and correct copy of this Order by hand delivery on November 17,, 2025.

Paul C. [Signature]



J. T. B. Services Inc.



General Construction
Demolition
Under Ground Utilities
Manned Equipment Rentals

9026 Lambright
Houston, Texas 77075
Phone: (713) 941-4141
Fax: (713) 941-9660

Date: 01/23/2026

Company Name: The City of Seabrook
Contact Name: Alana Rohlf
Company Physical Address:
City/State/Zip:

Company Phone:
Company Fax:
Contact Cell: (346) 408-2171
Email address: code@seabrooktx.gov

Re: Demolition Proposal for Project Site: (537 Baywood Dr., Seabrook, TX 77586:)

JTB SERVICES, INC. proposes to perform the services described herein, including labor, machinery, tools, and equipment on the Project described above, for the consideration herein expressed, subject to the exclusions stated herein, under the terms, conditions, and limitations stated.

SCOPE OF WORK:

Provide One standard sewer/water disconnect; and Provide One demolition.

Remove: **House, Garage, Drive and Shed** at Project Site included on a single mobilization.

TERMS OF PAYMENT:

Payment is due in full upon completion of work. *Unfortunately, we do not accept Credit Cards.* Cash, Cashier's Check, Money Order and/or Checks are acceptable. Past due invoices will bear highest interest allowed by law.

PRICING (Note: Price is discounted for JTB salvage assessed at time of quote):

Base Bid for Above Scope of Work:

Total: \$ 15,000.00

Customer Initial to Approve: _____

Notes:

- Proposal assumes City waives permit fees.
- City to have Electric and Gas Utilities 'Killed'.
- No trees bid
- Leave any stump(s) for customers to grind if the tree to be taken is in easement or may be involved with fence/structure or underground utilities.
- Any additional sewer/demolition work or permitting required, to be paid by customer.
- Excess trash/debris will be quoted when JTB has full access to make the estimate in addition to the scope of work.
- Over-engineered foundations will incur additional costs that will require a Change Order.
- **On Partial DEMO** – Customer is responsible for all permits, utility disconnects (Gas/Electric/Water/Sewer), and physical disconnects of Gas lines/pipes/conduit/wires/ cleared from structures to be demolished and physically separated from remaining structures to stay prior to demo.
- **JTB Services does NOT handle tree fencing**

OWNER/GENERAL CONTRACTOR/CUSTOMER RESPONSIBILITIES:

- Owner/General Contractor/Customer shall be responsible for electric and gas utilities to be "KILLED FOR DEMOLITION" or provide a gas kill confirmation letter. (Electricity and Gas disconnects must be completed before sewer disconnects can be approved.)
- Any fees associated with the termination of the electricity and gas shall be the responsibility of the Owner/General Contractor/Customer.
- An active water supply must be available for demolition by Owner/General Contractor/Customer for demolition.
- Only if required, Owner/General Contractor/Customer shall provide copy of an asbestos survey prior to work starting for 10 working day notification.
- For partial demolitions Owner/General Contractor/Customer shall be responsible for separating all existing physical connections of plumbing, mechanical, electrical, structures, carpentry, concrete, and any other that are connected to the structure to remain.
- Owner/General Contractor/Customer shall be responsible for all notifications to adjacent property owners/leases as required.
- Owner/General Contractor/Customer shall be responsible for all costs of permitting and removal associated with water well, septic, or grease traps if requested.
- Owner/General Contractor/Customer shall be responsible for neutralizing or removal of all wildlife/insects as needed or required containing dangerous insects which have the potential of physical injury to persons on the Project site and/or nearby properties prior to start of JTB's work.
- Owner/General Contractor/Customer shall be responsible for any site drainage issues requiring the importation of dirt to prevent "water ponding" due to lack of dirt from erosion or demolition.

STANDARD TERMS:

- This proposal is subject to change if not accepted within 30 calendar days or Scope of Work is added to or modified.
- JTB's pricing subject to change if Owner/General Contractor/Customer involves customer or 3rd party salvage or recycling.
- JTB shall be permitted to use the trucking company, test lab, and disposal site of our choice for demolition and construction debris.
- Owner/General Contractor/Customer shall provide egress/ingress to the Project site to JTB sufficient enough to accommodate its personnel, machinery and/or trucks/trailers, and which may include the trimming or removal of trees, loading/unloading over street, public curb, driveway, walkways, sidewalks, etc.
- If customer accepts this Demolition Proposal, JTB shall retain all salvage rights to the concrete removed, and the rights to all items, fixtures, furnishings and personal property existing at the project site at the time jobs are bid, unless expressly excluded below in writing. The contract shall be subject to a price increase if any items are recycled, salvaged, or removed prior to JTB starting work.
- Owner/General Contractor/Customer and JTB shall strictly adhere to all local, state, and federal statutes, laws, and regulations, including EPA and OSHA codes regarding removal and disposal of materials.
- This proposal in its entirety shall be incorporated as the Project scope of work into any contract agreements provided by the Owner/General Contractor.
- This Proposal is based upon work being completed in one mobilization and during regular working hours (10-hour days). If Owner/General Contractor/Customer requires overtime work, they shall be responsible for increased costs to JTB.

EXCLUSIONS:

- Dewatering of Project site.
- Imports of any soils or fine grading.
- Security associated with Project job site.
- Concrete floor sawing or wall sawing of any type.
- Removal of any dangerous insects or wildlife from worksite.
- Costs associated with items not identified in Scope of Work.
- All shared/boundary fence installation, repair, or removal unless included in scope of work.
- Any demolition for other trades (i.e., plumbing, mechanical, electrical, A/C, carpentry, etc.).
- Storm Water Prevention Protection Plan (SWPPP), silt fencing, or temporary fencing if required is excluded.
- Dirt compaction testing if required is excluded except if done by a third party and included in scope of work.
- Repair or replacement of any concrete or asphalt paving, street, driveway, sidewalk, or walkway damaged during access or demolition work.
- Removal, abatement, identification, analysis, handling, monitoring, transportation, or disposal of any hazardous and/or regulated materials.
- Re-route/reconnect of any utilities that have been removed, cut, cap, disconnected and/or re-routed for demolition are excluded.
- Utility disconnects on partial demolition to remove, cut, cap, disconnect and/or re-route of any utilities upstream to remain are excluded or charged as incurred.
- Removal of single concrete foundations in excess of eight inches in thickness, double slabs, or beams/piers extending more than two feet below slab grade.
- Removal of trees, shrubs, and stumps, which are not adjacent to House, Garage, Drive, or Structures are excluded, unless specifically noted in Scope of Work.
- In the event scope of work includes removal of trees, stumps, and/or vegetation along property lines of Project Site, over easements, or involved with other property are excluded, unless expressed in writing above.

CONDITIONS AND LIMITATIONS:

- JTB is not liable for any applicable taxes unless specifically included in the scope of work.
- JTB is not liable for breaks/spalling along saw cut lines due to paving (Concrete or Asphalt) not being cut completely through its depth, or due to the fragility of the existing Concrete/Asphalt, or any unforeseen reasons prior to the removal.
- Owner/General Contractor/Customer agrees to be responsible for any damages to utilities which are integral to the material being removed (i.e., a pipe embedded in the concrete or any known or unknown upstream plumbing from required disconnects).
- JTB shall not be held responsible for damages to underground utilities, including, but not limited to, telephone/fiber optic cables, gas, electrical, or any cables, water and/or any bootlegged utilities, or upstream plumbing from mandated sewer disconnects, and will be the responsibility of Owner/General Contractor/Customer to remedy if required.

INSURANCE AND SAFETY:

JTB Services, Inc. will provide insurance with the following limits: \$1,000,000 commercial general liability with \$2,000,000 general aggregate, \$1,000,000 automotive liability, \$1,000,000 contractor's pollution liability, \$10,000,000 umbrella liability and \$1,000,000 worker's compensation.

JTB Services, Inc. aggregate liability for any work performed shall be limited to the amounts of money actually paid to JTB Services by contractor or owner. JTB Services shall not be liable for any incidental, consequential, liquidated, special, punitive or incidental damages.

SAFETY IS OUR NUMBER ONE PRIORITY. Please compare JTB to our competition. <http://www.osha.gov/pls/imis/industry.html>.

We would like to express our sincere appreciation for the opportunity to present JTB's proposal for this Project and look forward to your favorable response. Should you have any questions, please contact me at (713) 941-4141 at your earliest convenience.

Respectfully Submitted,

JTB SERVICES, INC.

Steven Gregg

Steven Gregg

By: Steven Gregg,
Project Estimator

Read, Understood and Accepted:

By: _____ Date: _____

Print Name & Title: _____

Authorized Representative Of: _____



General Construction
Demolition
Under Ground Utilities
Manned Equipment Rentals

J. T. B. Services Inc.



9026 Lambright
Houston, Texas 77075
Phone: (713) 941-4141
Fax: (713) 941-9660

REQUEST FOR INFORMATION (RFI)

****Please be aware this form has to be completed before we can demolish****

Be advised this information is required for Demo Permit Purposes

Project Name or Address: _____

Lot: _____ Block: _____ Subdivision: _____

Job #/P.O.: _____ Project Manager: Steve Gregg

Property Owner: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Numbers: _____

Email: _____

General Contractor/Builder: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Number: _____

Is this a bonded job? Yes No

Bonding Company – Bank Information: _____ Bond #: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Number: _____

Accounts Payable Contact: _____ Contact Number: _____

If there is a different email then the one, we have on file for invoice purposes please state below:

Right On Time Demolition Team

6721 Roanoke Street | Houston, Texas 77028
(832) 869-9101 | gary@rightontimedemo.com | www.rightontimedemo.com

RECIPIENT:

City of Seabrook Alana Rolls
537 Baywood Drive
Seabrook, Texas 77586

Quote #11	
Sent on	Feb 07, 2026
Total	\$26,000.00

Product/Service	Description	Qty.	Unit Price	Total
Demolishing	Demolish entire structure in accordance with city code, hauling off debris. Back fill and grade. Concrete driveway and foundation demolished.	1	\$26,000.00	\$26,000.00

			Total	\$26,000.00
--	--	--	-------	-------------

This quote is valid for the next 30 days, after which values may be subject to change.

BRAVO LIMA SERVICES, LLC

DEMOLITION PROPOSAL

537 Baywood Drive, Seabrook, Texas

Date: 1/20/2026

TO:

City of Seabrook, Texas

Code Enforcement Department

PROJECT OVERVIEW

Bravo Lima Services, LLC hereby submits this proposal for the complete demolition and site restoration of the single-family residence and associated shed located at 537 Baywood Drive, Seabrook, Texas.

SCOPE OF WORK

The scope of work includes, but is not limited to, the following:

- Obtain and coordinate all required utility disconnect permits (electric, gas, water, sewer, and any other applicable utilities).
- Full demolition and removal of a 2,588 square foot single-family residence and associated shed.
- Removal of all debris and building materials from the property.
- Removal of all piers, pilings, steps, foundations, and appurtenances.
- Removal of all above-grade pipes and conduits and removal or sealing of below-grade utilities as required.
- Filling of all holes or depressions and restoration of the site to grade level.
- Site clearance, grading, and leveling as necessary to protect adjacent properties and ensure public safety.
- Use of appropriate fill to ensure proper drainage.
- Final site condition to be clean, level, and safe in compliance with City of Seabrook Ordinance Sec. 18-399.

EQUIPMENT AND METHODS

Bravo Lima Services will utilize appropriate heavy equipment including an excavator, a track skid steer, and tractor with grapple attachment. All work will be performed by experienced personnel in a safe and professional manner.

COMPLIANCE

All demolition activities will comply with City of Seabrook Ordinance Sec. 18-399 – Demolition Regulations, as well as all applicable local, state, and environmental requirements.

TOTAL BID AMOUNT

Bravo Lima Services, LLC proposes to complete all work described above for the total sum of:

\$44,500.00 (Forty-Four Thousand Five Hundred Dollars)

QUALIFICATIONS AND INSURANCE

Bravo Lima Services, LLC is fully insured and experienced in municipal, commercial, and residential demolition and land services projects. The company maintains a strong commitment to safety, professionalism, and compliance.

PAYMENT TERMS

Upon execution of a signed contract, a deposit of **\$15,000.00** shall be due and payable to Bravo Lima Services, LLC.

Work will be scheduled and will commence only after the deposit check has cleared.

The remaining balance shall be due Net 90 days from the commencement of work.

Any unpaid balance beyond the Net 90 period shall accrue late fees, interest, and/or collection costs at the maximum rate permitted under Texas law, including applicable provisions of the Texas Prompt Payment Act, as well as reasonable attorney's fees and collection costs incurred in the enforcement of payment.

Respectfully submitted,

Robert Lloyd

Bravo Lima Services, LLC

409-392-3981

bravolimaservices@yahoo.com

537 Baywood Dr



Substandard Structure

March 17, 2026



Site Photo November 6th, 2025

Findings



537 Baywood Dr. Findings

On November 17, 2025, a public hearing was held before the Seabrook Building and Standards Commission to determine whether the structures located at 537 Baywood Drive, Seabrook, Texas 77586 constituted a dangerous building under applicable City ordinances.

Following presentation of evidence and testimony, the Commission found the structures to be unfit for human habitation and a danger to public health, safety, and welfare. Accordingly, the Commission declared the buildings to be dangerous structures.

Pursuant to these findings, the Commission ordered the property owners to complete demolition of the structures no later than January 31, 2026. "Demolition" was defined to include asbestos abatement and the removal of all improvements to ground level, including but not limited to foundations, porches, walkways,

driveways, concrete slabs, and steps with elements above grade. The property was further required to be brought to a clean, graded condition that prevents ponding of water. A silt fence must be installed and maintained to prevent erosion until vegetation is established.

To date, the property owners have failed to comply with the Commission's Order.

In accordance with the Order, if the owners do not complete the required demolition, the City is authorized to proceed with demolition and file a lien against the property to recover all associated demolition and administrative costs, unless payment is made in full within ten (10) days of the demolition.

Request

City Staff is requesting City Council approval of an expenditure in an amount not to exceed \$15,000.00 for the demolition of the substandard structure located at 537 Baywood Drive. This expenditure is not currently budgeted and will require a budget amendment.

Photos of Structure



Photos of Structure



Photos of Structure



Questions?



Agenda Briefing

Date of Meeting: March 17, 2026

Responsible Department: Public Works

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

Briefing Prepared By: Brian Craig

Strategic Focus Area: Infrastructure

General Information:

Consider and take all appropriate action on a proposal with GoVapex of Newman Regency Group on the Robinson Lift Station Odor Control project through TIPS Purchasing Cooperative Contract #25010401 for an amount of \$164,588.00, and authorize the City Manager to execute the proposal and all associated documents. The funds are available in fund 329.

Executive Summary / Background:

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

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

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

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

The proposal is from a verified TIPS contract.

Funding / Fiscal Information:

Funds available in fund 329 but account line 329-7029-61040 will need a budget amendment.

Supporting Materials Attached:

1. 1-29-2026 City of Seabrook - VAPEX Odor Control - Newman Regency - TIPS
2. TIPS Member Letter Newman Regency Group 2.27.26

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Staff recommend approval

City of Seabrook, TX Robinson Lift Station VAPEX Odor Control

January 29th, 2026



We invite you to be
one of our customers

NEWMAN REGENCY GROUP
WATER/WASTEWATER EQUIPMENT


A **UFT** Company



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

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

1. DESIGN BASIS

Application:	Odor
---------------------	-------------

2. EQUIPMENT SUPPLIED

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

3. SERVICES

GOVAPEX™ will furnish the following services:

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

4. PATENTS

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

5. PURCHASE PRICE

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

F.O.B. jobsite, Taxes Excluded

5.1 VALIDITY

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

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

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

5.2 PAYMENT TERMS

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

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

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

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

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

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

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

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

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

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

6. WARRANTY

Limited Mechanical Warranty Policy

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

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

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

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

The following will void this warranty:

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

Notes:

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

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

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

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

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

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

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

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

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

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

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

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

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

7. ACCEPTANCE & PURCHASE ORDER INFORMATION

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

☐ No

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

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

Is this purchase sales tax exempt?

☐ No - Taxes apply

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

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

Name:	
Title:	
Organization:	
Signature:	
Date:	

PAYMENT TERMS:

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

ASSUMPTIONS & CLARIFICATIONS:

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

STANDARD TERMS AND CONDITIONS

ACCEPTANCE

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

APPROVAL DRAWINGS

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

DELIVERY

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

STORAGE

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

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

PAYMENT

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

FORCE MAJEURE

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

TAXES AND BONDS

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

PRICE ESCALATION and/or MATERIAL DEPOSITS

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

STANDARD TERMS AND CONDITIONS

CLAIMS AND BACKCHARGES

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

SECURITY INTEREST & TITLE

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

WARRANTY

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

INDEMNIFICATION

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

CANCELLATION

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

FIELD WORK

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

MODIFICATIONS

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

AUTHORITY OF SELLER'S AGENTS

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

NO THIRD-PARTY BENEFICIARIES

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

GOVERNING LAW

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

STANDARD TERMS AND CONDITIONS

DISPUTE RESOLUTION

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

SEVERABILITY

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

ASSIGNMENT – DELEGATION

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

Authorized Signature/Date

Authorized Signature/Date

Printed Name/Company

Printed Name/Newman Regency Group



4845 US Hwy 271N Pittsburg, TX 75686
Tel: (866) 839-8477

February 27, 2026

SEABROOK (CITY OF)-TX
1700 FIRST STREET
SEABROOK, TX 77586

RE:

Awarded Vendor Contract - Newman Regency Group
Contract #25010401, Trades, Labor, and Materials (NON-JOC)
Awarded 04/24/2025 effective through 04/30/2030

TO WHOM IT MAY CONCERN:

The Interlocal Purchasing System (TIPS) verifies that Newman Regency Group is an Awarded Vendor for The Interlocal Purchasing System (TIPS), and is authorized to make sales under Contract #25010401 where the purchasing Member determines that a purchase is appropriate under the laws and policies of their jurisdiction.

TIPS has reviewed Purchase Order 26-00465, dated 02-26-2026 in the amount of \$173250.50 and verified this purchase price to be within the parameters of the identified awarded contract's pricing. This purchase order pricing for SEABROOK (CITY OF)-TX has been approved and forwarded to Newman Regency Group for processing.

While TIPS does all that it can to comply with and exceed the bidding requirements for public entities, because the laws applicable to a purchase vary by entity-type, location, spend amount, purchase type, and the purchaser's local policies, TIPS cannot legally advise any Member/End-User when a TIPS purchase is appropriate. It is always the responsibility of the TIPS Member to review TIPS' processes and determine if a TIPS cooperative procurement is appropriate for any expenditure.

If you have any questions, you may reach me at (866) 839-8477 or by email to tips@tips-usa.com

Sincerely,

Charlie Martin

Charlie Martin
Interim Chief of Operations



Agenda Briefing

Date of Meeting: March 17, 2026

Responsible Department: Purchasing

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the approval of Project # 2026-06-348 for Grant Management Assistance through Ardurra for the Seabrook Early Warning Systems, in an amount not to exceed \$6,500.00, and authorize the City Manager to execute all associated documents.

Executive Summary / Background:

Grant Management Services are for administering the 404 Hazard Mitigation Grant.

Funding / Fiscal Information:

328-9280-52270 This will require a budget amendment.

Supporting Materials Attached:

1. Work Authorization 2026-06-348

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Approve the item.

SCOPE OF WORK
WORK AUTHORIZATION
404 HAZARD MITIGATION GRANT
GRANT MANAGEMENT ASSISTANCE
Number: 2026-06-348

Project Name: Seabrook Early Warning System

GRANT MANAGER will provide professional services and technical assistance to support the scope of work modification for the 404 HMGP application for the Seabrook Early Warning System (SBK10). In coordination with guidance provided by TDEM, the City will accept the original project scope under disaster declaration D4781 and process a scope modification request under disaster declaration DR-4798.

The scope modification will include additional early warning and redundancy components to enhance system resiliency and operational continuity. The GRANT MANAGER will perform services and work necessary to complete the following objectives and tasks associated with both the base project and the scope modification.

1.1 Project Scope Review

The GRANT MANAGER will meet with city staff as needed to confirm and document the approved original project scope and the scope modification associated with the second disaster declaration. The scope modification includes, but is not limited to, the following additional components:

- 1.1.1 One additional backup dispatch center
- 1.1.2 One additional outdoor warning siren
- 1.1.3 NOAA Radios
- 1.1.4 Road Flood Warning Signs

1.2 Project Costs and Schedule Review

The GRANT MANAGER will update project cost estimates and schedules to reflect the scope modification. Estimates will be based on vendor pricing as applicable.

1.3 Project Scope Review

The GRANT MANAGER will prepare and update the application materials and scope modification documentation including the following:

- 1.3.1 Revise project description clearly identifying base scope versus scope modification elements by disaster declaration.
- 1.3.2 Update project objectives and milestones
- 1.3.3 Update EHP compliance support
- 1.3.4 Update budgets and budget worksheets to reflect scope modification

- 1.3.5 Revise BCA to account for the added mitigation components included in the scope medication.
- 1.3.6 Update and revise any maps and exhibits as applicable.
- 1.3.7 Revised and update all support forms required for the grant for execution by the city.
- 1.3.8 Draft and finalize scope modification for the city review. Upon completion of their review comments from city staff address and incorporate into scope modification.
- 1.3.9 Respond to up to four (4) RFIs related to the scope modification under this work authorization.

2.0 COMPENSATION:

Payments to the GRANT Manager shall be based on hourly rates provided as Attachment C of the contract with the City. The Not to Exceed limit for this work authorization shall be \$6,500. The Notice to Proceed will be authorized upon execution of this work authorization.

3.0 TIME OF PERFORMANCE

The services of the GRANT MANAGER shall commence on February 16, 2026. Draft scope of work modification shall be provided to the City within three weeks of notice to proceed. Final scope modification will be submitted to TDEM one week after receipt of comments by the City.



March , 2026

U.S. Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590
Attn: BUILD Grant Review Team

RE: Letter of Support for Port Houston's FY 2026 BUILD Proposal – Freight Access and Surface Transportation (FAST) Project

Dear Secretary Duffy,

As the Mayor of Seabrook, Texas, I am pleased to express support for the Freight Access and Surface Transportation (FAST) application proposed by Port Houston under the FY 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program. This critical initiative aligns perfectly with the program goal of funding eligible surface transportation projects that have a significant local or regional impact.

The project described in the FAST application is designed to increase roadway capacity, improve regional connectivity, reduce congestion, enhance resiliency, and improve overall roadway safety for all roadway users. Given the significance of the regional and national supply chain, we believe this project will have a transformative impact on businesses, freight operators, workers, and communities throughout Texas and the broader Gulf Coast region. We strongly encourage USDOT to consider Port Houston's Fast application for BUILD funding.

The City of Seabrook supports this application as an important step toward improving freight movement while safeguarding quality of life in nearby communities. Enhancing efficiency at Bayport helps reduce roadway congestion, improve safety, and support sustainable growth throughout our region.

If you have any questions about our support for the application, please contact me at mayor@seabrooktx.gov.

Sincerely,

Jim Sweeney
Mayor



PORT HOUSTON™

Port Houston is the number 5 container terminal in the U.S. and growing. To help accommodate the cargo demand, we are planning dual access and other additions to the Bayport Complex.



BAYPORT SOUTHERN ACCESS ROAD

Currently, there is just one road, Port Road, in and out of the Bayport Complex, leading to traffic congestion in the area. Port Houston is working with numerous partners to address this by constructing an alternative access road. This Southern Access Road will distribute the vehicle traffic, which will decrease the risk of accidents and make the area's roadways safer and more efficient. The Southern Access Road could be open for vehicles starting in 2026.

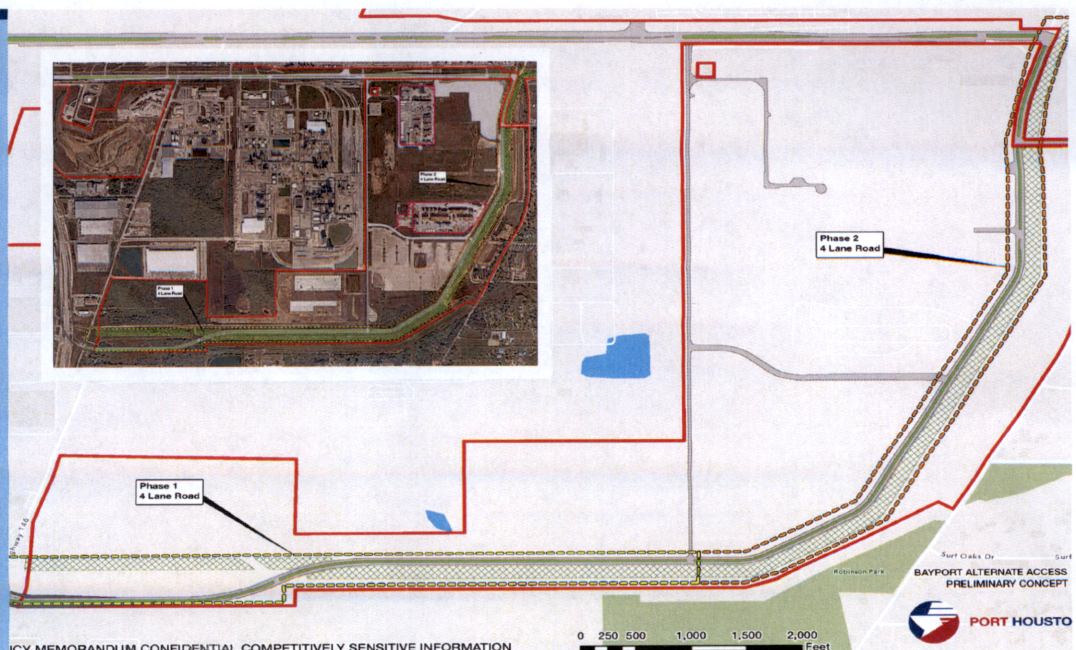
Benefits of the Bayport Southern Access Road include:

- Alleviated traffic congestion on Port Road
- Improved public safety
- Decreased emissions
- Stimulated local and regional economies
- Enhanced supply chain reliability and efficiency

Sustainable growth is key. This project will aim to use environmentally friendly construction practices and reduce vehicle idling times, which lowers emissions and improves air quality. In addition, it is expected to add job opportunities both during construction and after.

Plans include

constructing an approximately 3-mile-long, 4-lane Bayport Southern Access Road extending from the Red Bluff Road and OH146 intersection to Port Road, as well as constructing or improving various intersections in the area.



Questions?

Call our Community Information Line at 713.670.1000 or email communityrelations@porthouston.com

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
5	6	7	1	2	3	4
12	13	14	8	9	10	11
19	20	21	15	16	17	18
26	27	28	22	23	24	25
			29	30		

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

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 5:00pm Special Joint Meeting with P&Z (City Hall) 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	22	23	24	25
	Early Voting					
		6:00pm Regular City Council Meeting (Public Works Building)				
26	27	28	29	30	May 1	2
Early Voting						