SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, JULY 1, 2025 - 6:00 PM

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

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, JULY 1, 2025 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1ST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

PLEDGE OF ALLEGIANCE

1. ***PUBLIC COMMENTS AND ANNOUNCEMENTS***

   At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker, shall be limited to City business or City-related business or matters of general public interest, and shall not include any personal attacks. In accordance with the Texas Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

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

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

2. ***EXECUTIVE SESSION***

   2.1 Sec. 551.071 Consultation with attorney on matters in which the City Attorney has a duty to advise City Council in closed executive session.

3. ***OPEN SESSION***

   Council will reconvene in Open Session to allow for possible action on any of the agenda items listed above under "Closed Executive Session".

4. ***PRESENTATIONS***

   4.1 Promotional ceremony before Council of police officers Daniel Kirby and Jason Emerson, who were recently promoted to sergeant. *Rolf Nelson, Police Chief*

4.2 Presentation to recognize the Seabrook Rotary Club for their donation to the City of Seabrook for picnic tables and benches.

4.3 Hear a presentation from Driver & Rescue, LLC on the agreement between the City of Seabrook and Driver & Rescue Club LLC, lessee of the property located at 2613 1/2 NASA Parkway (operating as 'The Yard' at Barge295) for temporary conditional exceptions to codes and ordinances due to Hurricane Beryl damage to the primary structure of the Barge.

5. CONSENT AGENDA

5.1 Approve the minutes of the June 17, 2025 and the June 24, 2025 City Council meetings.

6. NEW BUSINESS

6.1 Consider and take all appropriate action on the renewal of a service agreement between the City of Seabrook and Unifirst for facility mats and Public Works uniforms. The service agreement is for 36 months. *Michael Gibbs, Director of Finance*

6.2 Consider and take all appropriate action on any amendments to an agreement between the City of Seabrook and Driver & Rescue Club LLC, lessee of the property located at 2613 ½ NASA Parkway (operating as ‘The Yard’ at Barge295) for any continuation of temporary conditional exceptions to various codes and ordinances and providing for an extension time. *Gayle Cook, City Manager*

6.3 Consider and take all appropriate action regarding Resolution 2024-22, Re-establishment of the Hotel Tax Advisory Board, including direction on whether the Board should review and provide recommendations on all line items within the Hotel Tax Special Fund or limit its recommendations solely to the "Events" line item, and interpretation of Section 4 regarding "Conflict of Interest". *Jared Sessum, At-Large Position 2, Angela Cervantes, At-Large Position 4*

6.4 Consider and take all appropriate action on approval of the Celebration Seabrook - October 11, 2025, authorizing expenditures from the Hotel Occupancy Tax (HOT) Special Fund, in an amount not to exceed $45,000.00 in the FY 2026 budget. *Gayle Cook, City Manager*

6.5 Consider and take all appropriate action on a first and final reading of Ordinance 2025-14, Fiscal Year 2025 Budget Amendment No. 4. *Michael Gibbs, Director of Finance*

AN ORDINANCE AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE

FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 BY AUTHORIZING CERTAIN ADDITIONS IN THE AMOUNT OF $40,924.00 FOR GENERAL FUND AND CAROTHERS FUND; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO FACILITIATE THE CHANGES IDENTIFIED; AND FINDING AVAILABLE UNENCUMBERED FUNDS FOR THE SUPPLEMENTAL APPROPRIATION AND/OR RESERVE REDUCTION.

6.6 Consider and take all appropriate action on approval of Resolution 2025-16, Submission of Grant Application for U.S. Department of Transportation Safe Streets and Roads (SS4A). *Gayle Cook, City Manager*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION IN RESPONSE TO THE U.S. DEPARTMENT OF TRANSPORTATION SAFE STREETS AND ROADS FOR ALL DISCRETIONARY GRANT PROGRAM; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION

7. DISCUSSION

7.1 Discussion regarding exploring a contract with Harris County for the administration of the City of Seabrook May 2, 2026 General Election. *Rachel Lewis, City Secretary*

8. ROUTINE BUSINESS

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

8.2 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 Friday, June 27, 2025 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC

THE CITY OF SEABROOK TEXAS

SEABROOK

CERTIFICATE

OF APPRECIATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO:

Seabrook Rotary Club

In recognition of the club's generous donation of $6,250 toward the installation of picnic tables and benches in the Seabrook Park System. This contribution enhances our community spaces and improves the quality of life for residents and visitors

MEETING MINUTES
JUNE 17, 2025

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, Angela Cervantes, Summer Sanford. Also in attendance were: City Manager Gayle Cook, City Secretary Rachel Lewis, and Deputy City Manager Sean Landis. Mayor Jim Sweeney declared a quorum and pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

Melanie Deemer	2123 Water Way, Seabrook	Support of EDC funding awards
Jennifer Pitts	902 Hardesty, Seabrook	Against EDC funding Soulfreak
Kelly Stewart	2510 Hollybrook Dr., Seabrook	Against EDC funding
Amy Alboro	Soulfreak Owner	Explained business model to support surrounding business
Mel Jarigan	910 Hall Ave., Seabrook	Against EDC funding Soulfreak
Diane Gow	910 Hall Ave., Seabrook	Against EDC funding Soulfreak
Joe Butcher	1206 Moskowitz Ave., Seabrook	Against EDC funding Soulfreak
Patricia	Taylor Lake Village, Tx	Against EDC funding Soulfreak and small business expo
Joe Machol	Seabrook, Tx	Pier pilings, budget, and flags
J.P. Byers	Seabrook, Tx	Against EDC funding Soulfreak, demolition of church building

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

Councilmember Kubena announced the following events:
Texas Outlaw Challenge June 18, 2025 through June 21, 2025
Chalk the Station on June 28, 2025
Councilmember Sessum announced a blood drive at the Seabrook Volunteer Fire Department on June 30, 2025

2. PRESENTATIONS

2.1 Presentation of the fiscal year 2023-2024 Comprehensive Annual Financial Report (CAFR) and Audit Report conducted by Crowe LLP.

Stephanie Harris with Crowe LLP presented the report. **See Attachment A.**

3. CONSENT AGENDA

3.1 Approve the minutes of the June 3, 2025 City Council Meeting.

3.2 Consider and take all appropriate action on the ratification of a business development incentive agreement by 5735 Bayport Plaza LLC, as approved by the Seabrook Economic Development Corporation (SEDC) on April 10, 2025, in accordance with the previously posted Business Incentive Program Project Resolution for facade improvements at 5735 SH 146, in an amount not to exceed $30,000.00.

3.3 Consider and take all appropriate action on the ratification of a business development incentive agreement by Midnite Slice LLC, as approved by the Seabrook Economic Development Corporation (SEDC) on March 13, 2025, in accordance with the previously posted Business Incentive Program Project Resolution for Business Development and Expansion at 1605 Main Street, in an amount not to exceed $26,482.50

3.4 Consider and take all appropriate action on the ratification of a business development incentive agreement by Driver & Rescue LLC (Barge295), as approved by the Seabrook Economic Development Corporation (SEDC) on April 10, 2025, in accordance with the previously posted Business Incentive Program Project Resolution for Small Business Development in the amount of $50,000.00 and Sales Tax Rebate up to the amount of $30,000.00 at 2611 NASA Parkway.

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

4. BOARDS AND COMMISSIONS

4.1 Consider and take all appropriate action on the appointment of members to the Ad Hoc Citywide Signage Committee.

Mayor Sweeney asked all members of Council for their nominees to fill the resident position, as well as the five business owner positions for the Ad Hoc Citywide Signage Committee. The nominees and votes were as follows:

Resident Nominees

Councilmember Hammann nominated Jessica Kuhlman, and no votes were needed as this was the only nominee.

Business Nominees

Mayor Sweeney nominated Diane Gow with Damn Fine Coffee and Fried Pies, and all members of Council voted in favor.

Mayor Sweeney nominated Jesse Jones with Jesse Jones and Associates, and Councilmembers Sanford and Sweeney voted in favor.

Councilmember Cervantes nominated KellyAnnette Alspaugh with Alspaugh's, and all members of Council voted in favor.

Councilmember Cervantes nominated Jennifer Pitts with Jenuine Treasures, and all members of Council voted in favor.

Councilmember Sanford nominated Russell Hatfield with Seabrook Cheese Company, and all members of Council voted in favor.

Councilmember Sanford nominated Brooke Villanueva with Merlion, and all members of Council voted in favor.

Mayor Sweeney announced the Old Seabrook resident to be a representative on the Committee would be Jessica Kuhlman, and the Old Seabrook business owners to be represented on the Committee would be Diane Gow, KellyAnnette, Jennifer Pitts, Russell Hatfield, and Brooke Villanueva.

The member to represent the Seabrook Economic Development Corporation was Jim Sweeney, and the member to represent the Open Space and Trails Committee was John Coggeshall, as designated by the members of those groups.

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

5. NEW BUSINESS

5.1 Consider and take all appropriate action on approval of an expenditure and agreement for demolition of a substandard structure at 1209 Hardesty Avenue for an amount not to exceed $18,335.50; and authorize the City Manager to execute the agreement. This item is not currently budgeted and will require a budget amendment.

Deputy City Manager Sean Landis presented the substandard findings regarding the property and presented images. **See Attachment B.** He stated the owner waived the hearing process and agreed to have the structure demolished with a lien.
Councilmember Cervantes asked if EDC or the City could enter into an agreement to purchase that land and Acting City Attorney Scott Bonds stated it could be considered.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Sessum
Vote:	**Passed** with Councilmembers Kubena, Sanford, Hammann, Sweeney, and Sessum voting in favor, and Councilmember Cervantes voting opposed.

5.2 **Consider and take all appropriate action on Landmark Aquatic's proposal for Pelican Bay Pool aquatic design, permitting and construction services.**

Director of Public Works Brian Craig presented the item. He stated the target was to have the pool opened by 2026.

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

5.3 **Consider and take all appropriate action on a renewal with Blue Cross Blue Shield (BCBS) for employee medical insurance benefits.**

Human Resources Director Crissy Naranjo presented the item.

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

5.4 **Consider and take all appropriate action on Resolution 2025-15 changing the name of the Open Space and Trails Committee to Parks and Trails Committee, as approved for recommendation by the Committee at their June 5, 2025 meeting.**

Motion:	To Approve
Made By:	At-Large Position 6 Sanford
Seconded By:	At-Large Position 1 Kubena
Vote:	**Passed** unanimously by all present

5.5 **Consider and take all appropriate action on the acceptance and approval of the Comprehensive Annual Financial Report and Audit Report and Single Audit for Fiscal Year 2023-2024, conducted by Crowe, LLP.**

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

6. OLD BUSINESS

6.1 Consider and take all appropriate action on the ratification of a business development incentive agreement by Soulfreak Holdings LLC, as approved by the Seabrook Economic Development Corporation (SEDC) on May 7, 2025, in accordance with the previously posted Business Incentive Program Project Resolution for New Business Development at 1305 Main Street, in an amount not to exceed $41,400.00.

Councilmember Cervantes stated current businesses were not given the same advantage in past applications, and she hoped the current businesses would be given the same advantages in the future. Councilmember Hammann indicated that a negative vote would necessitate providing an explanation to the EDC regarding the types of businesses that would be excluded from future funding considerations. Mayor Sweeney stated the proposal was reviewed again by EDC in closed session prior to returning the recommendation to Council for consideration.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 6 Sanford
Vote:	**Passed** with Councilmembers Kubena, Sanford, Hammann, Sweeney, and Sessum voting in favor, and Councilmember Cervantes voting opposed.

7. ROUTINE BUSINESS

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

City Manager Gayle Cook presented the update. **See Attachment C.**

7.2 Establish future meeting dates and agenda items.

City Secretary Rachel Lewis stated the next meeting was a Special Budget Workshop Session on June 24, 2025 at 6:00 pm, and the next Regular City Council Meeting was scheduled for July 1, 2025 at 6:00 pm.

There being no further business Mayor Sweeney adjourned the meeting at 7:47 pm.

APPROVED: ______________________________ DATE: ____________________

Jim Sweeney
Mayor

ATTEST: ______________________________

Rachel Lewis, TRMC
City Secretary

MEETING MINUTES
JUNE 24, 2025

SEABROOK CITY COUNCIL
SPECIAL 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 Deputy City Manager Sean Landis. Mayor Jim Sweeney declared a quorum and pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

Joe Machol Seabrook, Tx Audit company change, conflict of interest Miramar Green sign & flags

2. NEW BUSINESS

2.1 Consider and take all appropriate action on Task Order 2 Witt O'Briens Professional Services Agreement (PSA) including an amount not to exceed $15,750.00 for City application to the US DOT SS4A Grant Program.

City Manager Gayle Cook presented the item and stated that the monies would be taken from street funds. She stated the grant would require a safety action plan and the grant encompasses that plan. The grant was covered at 80% and personnel costs would be applied to the 20% the City would have to cover, so the remaining amount to be provided by the City would be minimal.

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

3. ADJOURN REGULAR SESSION AND ENTER INTO WORKSHOP SESSION

Mayor Sweeney adjourned into Workshop Session at 6:09 pm.

4. WORKSHOP DISCUSSION

4.1 Receive report, hold discussion, and provide input to staff regarding the proposed Five Year Capital Improvement Program (CIP) for Fiscal Years 2025-26 through 2029-30

City Manager Cook made a presentation regarding CIP projects. **See attachment A**. Council requested staff obtain quotes for repairs and renovations needed for the police station and City Hall, and that further grant funding be sought for the repair of Pine Gully Pier.

5. ADJOURN WORKSHOP SESSION AND ENTER INTO REGULAR SESSION

Mayor Sweeney adjourned the Workshop Session and entered back into Regular Session at 7:14 pm

6. ADJOURNMENT

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

APPROVED: ______________________________ DATE: ____________________
Jim Sweeney
Mayor

ATTEST: ______________________________
Rachel Lewis, TRMC
City Secretary

SEABROOK

Agenda Briefing

Date of Meeting: July 1, 2025

Responsible Department: Finance

Presenter: Michael Gibbs, Director of Finance

Briefing Prepared By: Rebecca Howton

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the renewal of a service agreement between the City of Seabrook and Unifirst for facility mats and Public Works uniforms. The service agreement is for 36 months.

Executive Summary / Background:

The City is looking to renew the current Service Agreement with Unifirst for 36 additional months. By doing this we will lock in the current prices for 36 months and receive insurance to cover any lost or damaged uniforms at no additional cost. Unifirst has been selected as a best bid for a contract under BuyBoard Cooperative Proposal Invitation 670-22.

Funding / Fiscal Information:

Supporting Materials Attached:

1. City of Seabrook.Unifirst Agreement 05.20.25

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Staff recommends approving the service agreement with Unifirst for rental of Public Works employee uniforms and City facility mats.

UniFirst

NEW ACCOUNT ☐ EXISTING ACCOUNT ☒

INSTALLATION DATE ____________ MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) CITY OF SEABROOK LOC. NO. 814

ADDRESS 1100 RED BLUFF ROUTE NO.

SEABROOK, TX 77586 DATE 05/20/2025

PHONE 281-291-5679 SIC/NAICS

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD[1]	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE[2]
O10205 LSSHT-65/35 WORKSHIRT	$25.30	1		2	$0.18	S		
O10206 LSSHT-65/35 WORKSHIRT	$25.30	1		17	$0.18	S		
O10209 LSSHT-65/35 WORKSHIRT	$25.30	1		175	$0.18	S		
O20205 SSSHT-65/35 WORKSHIRT	$21.45	1		14	$0.18	S		
O20209 SSSHT-65/35 WORKSHIRT	$21.45	1		67	$0.18	S		
10AI05 PNT-65/35 W/CARGO PKT	$45.38	1		169	$0.32	S		
12UH05 JEAN-U1ST 100% COTT CARPE	$40.51	1		93	$0.32	S		
538812 MAT 3X5 SCRAPER	$172.73	1		1	$2.00	S		
538912 MAT 4X6 SCRAPER	$276.90	1		4	$3.00	S		
76GF03 MAT-3X5 HD GREAT IMPR 2.0 I	$136.68	1		3/6	$2.00	S		
802310 WIPERS BAGGED	$1.79	1		200/400	$0.08	S		
895600 BAG RACK	$17.16	1		1	NC	S		
895700 HANGER RECOVERY RACK	$18.45	1		1	NC	S		
907505 LAUNDRY BAGS-SPECIAL	$12.16	1		2	NC	S		

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	$1.35
Name emblem per piece	$1.50
Company emblem per piece	$4.25
Direct Embroidery: Wearer name per piece	
Company name per piece	
GMP $0.062, GLP $0.0709	YES
GSP $0.04, GEP $0.07	YES

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20.00%
Special cuts per piece	$3.00
Restock/Exchange per piece	$3.00
Automatic Wiper Replacement	3% @ $0.65
Automatic Linen Replacement	NO
DEFE (See description on reverse side)	$6.00

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☒

COMMENTS

MASTER AGREEMENT FOR #2530457, #2530546
BUYBOARD

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.[4]

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: ____________ 05/20/2025
SALES REP (Print Name) DATE

ACCEPTED: ____________
CUSTOMER (Signature) DATE

ACCEPTED[5]: ____________
LOCATION MANAGER (Signature) DATE

____
CUSTOMER (Print Name and Title)

____
LOCATION MANAGER (Print Name and Title)

____
EMAIL

[1] Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
[2] Merchandise which is Val-U-Leased is not cleaned by UniFirst.
[3] Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
[4] All returned checks and declined credit/debit cards subject to $35 processing fee.
[5] This Agreement is effective only upon acceptance by UniFirst Location Manager.

PRINT & SIGN (2) COPIES ON LEGAL-SIZE (8½" x 14") PAPER: ☐ LOCAL UNIFIRST COPY (SCANNED COPY TO CORPORATE OFFICE) ☐ CUSTOMER COPY

Form #1253R - Rev. 08/21

UniFirst

NEW ACCOUNT ☐ EXISTING ACCOUNT ☒

INSTALLATION DATE ______ MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) CITY OF SEABROOK — LOC. NO. 814

ADDRESS 1100 RED BLUFF — ROUTE NO.

SEABROOK, TX 77586 — DATE 05/20/2025

PHONE 281-291-5679 — SIC/NAICS

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD[1]	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE[2]
UL1644 LOGO MAT 4X6H	$333.88	1		4/8	$4.00	S		
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	$1.35
Name emblem per piece	$1.50
Company emblem per piece	$4.25
Direct Embroidery: Wearer name per piece	
Company name per piece	
GMP $0.062, GLP $0.0709	YES
GSP $0.04, GEP $0.07	YES

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20.00%
Special cuts per piece	$3.00
Restock/Exchange per piece	$3.00
Automatic Wiper Replacement	3% @ $0.65
Automatic Linen Replacement	NO
DEFE (See description on reverse side)	$6.00

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☒

COMMENTS

MASTER AGREEMENT FOR #2530457, #2530546
BUYBOARD

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.[4]

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: ______ 05/20/2025
SALES REP (Print Name) DATE

ACCEPTED[5]: ______
LOCATION MANAGER (Signature) DATE

______
LOCATION MANAGER (Print Name and Title)

ACCEPTED: ______
CUSTOMER (Signature) DATE

______
CUSTOMER (Print Name and Title)

______
EMAIL

[1] Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
[2] Merchandise which is Val-U-Leased is not cleaned by UniFirst.
[3] Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
[4] All returned checks and declined credit/debit cards subject to $35 processing fee.
[5] This Agreement is effective only upon acceptance by UniFirst Location Manager.

PRINT & SIGN (2) COPIES ON LEGAL-SIZE (8½" x 14") PAPER: ☐ LOCAL UNIFIRST COPY (SCANNED COPY TO CORPORATE OFFICE) ☐ CUSTOMER COPY

Form #1253R - Rev. 08/21

NO PRICE INCREASE

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for ~~60~~ 36 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive ~~60~~ 36-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

NO UPSIZE CHARGES

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") *Merchandise* supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. *(* Poly-bag services incur additional charges.)*

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

SEABROOK

Agenda Briefing

Date of Meeting: July 1, 2025

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area:

General Information:
Consider and take all appropriate action on any amendments to an agreement between the City of Seabrook and Driver & Rescue Club LLC, lessee of the property located at 2613 ½ NASA Parkway (operating as 'The Yard' at Barge295) for any continuation of temporary conditional exceptions to various codes and ordinances and providing for an extension time.

Executive Summary / Background:
Driver and Rescue, LLC (Barge295) has requested an additional extension of temporary exceptions.

7/22/2024 City Council Meeting - Agreement approved between the City of Seabrook and Driver and Rescue, LLC

8/6/2024 City Council Meeting - Agreement / Approval amended for additional temporary conditional exceptions to codes and ordinances due to Hurricane Beryl damage to allow allow cover charge/ticket sales as well as a temporary tent to be erected during temporary agreement

1/7/2025 City Council Meeting - Temporary Agreement approved from 7/22/2024 - 1/22/2025 extended 6 months until 7/22/2025

Funding / Fiscal Information:

Supporting Materials Attached:
1. 07-22-2024 Special Session

2. 08-06-2024 Regular Session
3. 01-07-2025 Regular Session
4. Temporary Tent Specs
5. Barge Agreement 7-22-2024

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

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

SEABROOK

MEETING MINUTES
JULY 22, 2024

SEABROOK CITY COUNCIL
SPECIAL CITY COUNCIL MEETING

Mayor Pro Tem Buddy Hammann called the Seabrook Council Meeting to order at 5:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Jackie Rasco, Buddy Hammann, Rob Hefner, Tom Tollett, Michael Giangrosso, and Joe Machol. Mayor Thom Kolupski arrived shortly after the meeting was called to order. Also in attendance were: City Manager Gayle Cook and City Secretary Rachel Lewis. Pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

The following citizens gave public comments:

Chris Isreal	1426 Cottage Cove Ct., Seabrook,Tx	Appreciation for Barge295 Consideration
Rick King	1306 Marina Bay Drive, Kemah, Tx	Support of Barge295
Dr. Sandra Harrison	2522 Loganberry Circle, Seabrook, Tx	Broken Gas Line
Jordan Applebe	18721 Egret Drove, Houston, Tx	Support of Barge295
William Dyer	4101 NASA Pkwy, Seabrook, Tx	Support of Barge295
Reese Robinson	7118 S. Oak Ave, Dickinson, Tx	Support of Barge295
Trey Garrison	4001 Old Hwy 146, Seabrook Tx	Support of Barge295
Tracy Tipton	501 Davis Rd, League City, Tx	Support of Barge295

2. NEW BUSINESS

2.1 Hear a presentation, consider, and take all appropriate action on the approval of an agreement between the City of Seabrook and Driver & Rescue Club LLC, lessee of the property located at 2613 1/2 NASA Parkway (operating as 'The Yard' at Barge295) for temporary conditional exceptions to various codes and ordinances, and providing for a term.

Mayor Kolupski announced he had received an electronic listing of 999 names who support the opening of the Barge295. See the attached list.

Mike Robinson, owner of the Barge295 answered questions regarding the business and past noise and code violations. He was asked if he planned to follow all ordinances and codes in the future and he stated he would do so. He also stated if a variance was granted he would comply with the conditions of the variance.

Motion:	To Approve
Made By:	At-Large Position 1 Rasco
Seconded By:	At-Large Position 2 Hefner
Vote:	**Passed** unanimously by all present

2.2 Consider and take all appropriate action on an Agreement between the City of Seabrook and the City of El Lago for temporary use of 0 Lakeside for a debris

MEETING MINUTES
AUGUST 6, 2024

SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING

Mayor Thom Kolupski called the Seabrook Council Meeting to order at 6:16 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Thom Kolupski, Buddy Hammann, Jackie Rasco, Rob Hefner, Tom Tollett, Michael Giangrosso, Joe Machol. Also in attendance were: City Manager Gayle Cook, City Secretary Rachel Lewis, and Deputy City Manager Sean Landis. Mayor Thom Kolupski declared a quorum and pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

The following citizens gave public comments:

Aaron Burton	2217 Scenic Shore Dr., Seabrook Tx	Recording of meetings
Chris Isreal	1426 Cottage Cove, Seabrook Tx	Law firm, police station
J.P. Byers	3663 NASA #414, Seabrook Tx	Suport Barge295 and livestream
John Barnett	22 Lakewood Ln, Seabrook Tx	Barge 295 noise & violations

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

Councilmember Hefner announced the following events:
First Responders Day August 7, 2024 at Meador Library
Movie Night at Meador Park August 17, 2024

2. PRESENTATIONS

2.1 Mayor Kolupski to present the Eco-Star Award to the Seabrook Trap Neuter Release (TNR) Sponsor and Caregivers as recommended by the Open Space & Trails Committee.

Mayor Kolupski presented the Eco-Star Award to the Cats of Seabrook Point group for establishing a trap-neuter-release program on Seabrook Point.

2.2 Presentation of the post-event report for the Texas Outlaw Challenge.

Paul Robertson presented the a report to Council about the 2024 Texas Outlaw Challenge. **See attchment A.**

3. CONSENT AGENDA

3.1 Approve the minutes of the July 15, 2024, July 16, 2024, July 22, 2024, July 23, 2024, and July 31, 2024 meetings.

Motion:	To Approve the Consent Agenda
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	**Passed** unanimously by all present

4. OLD BUSINESS

4.1 Presentation of the City Council Audio Visual Pilot Program analytics for the recording of City Council meetings, and consider and take all appropriate action on the continuation and any changes to the program.

Multimedia Producer Michelle Barnabo presented the outcome of the pilot program analytics. **See attachment B.**

Motion:	To Approve Live Stream the Meetings with Comments and no Chat
Made By:	At-Large Position 1 Rasco
Seconded By:	At-Large Position 2 Hefner
Vote:	**Passed** unanimously by all present

5. NEW BUSINESS

5.1 Consider and take all appropriate action on the first reading of Ordinance # 2024-17 a request for approval of a Final Planned Unit Development (Final PUD) to create a "World Class Freezer Facility Planned Unit Development" comprising a 134,632 square foot freezer warehouse, 84 vehicle parking spaces, and 19 tractor-trailer loading spaces located on approximately 7.19 acres tract of land.

Deputy City Manager Sean Landis informed Council Planning & Zoning met and was recommending that Council approve the PUD. The vote by Planning & Zoning was unanimous. **See attached recommendation C.** Councilmember Rasco asked about the traffic plan by TxDOT. City Manager Gayle Cook stated the street improvements were scheduled for about one year away according to TxDOT.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Hefner
Vote:	**Passed** with Councilmembers Hammann, Giangrosso, Tollett, Hefner and Mayor Kolupski voting in favor, and Councilmembers Rasco and Machol voting opposed.

5.2 Hear a presentation, consider, and take all appropriate action on the approval of an amendment to the agreement between the City of Seabrook and Driver & Rescue Club LLC, lessee of the property located at 2613 1/2 NASA Parkway (operating as 'The Yard' at Barge295) for additional temporary conditional exceptions to codes and ordinances, to allow cover charge/ticket sales as well as a temporary tent to be erected during the temporary agreement.

Owner of the Barge295, Mike Robinson, presented the reasons why they were requesting the additional variances, amendments to the current agreement with the City. The City Attorney explained if zoning ordinance changes were requested, those could not be approved by Council without zoning ordinances being changed through the legal processes.

Motion:	To Approve the tent use
Made By:	At-Large Position 1 Rasco

Seconded By:	At-Large Position 6 Machol
Vote:	**Passed** unanimously by all present

5.3 Consider and take all possible action on the request for explanation and protocols in an Emergency Operations Center (EOC) under a declared disaster per the Seabrook Emergency Management Plan and associated annexes on non-essential construction contracts.

Councilmember Rasco requested that non-essential work not take place during disasters until there is approval from the City. City Manager Gayle Cook stated that verbiage in future contracts could include this approval.

5.4 Consider and take all appropriate action on the approval of an amendment #3 to the reallocation of remaining funds from the American Rescue Plan Act (ARPA) fund and amendment of the FY2024 and FY 2025 Proposed CIP Program to reflect projects.

City Manager Gayle Cook presented the amendment. **See attachment D.**

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	**Passed** unanimously by all present

5.5 Consider and take all appropriate action on the approval of a BuyBoard proposal with Fun Abounds in the amount of $92,465.00 for playground shade structures in Meador, Pine Gully and Baybrook parks as part of the American Rescue Plan Act (ARPA) Funds allocations and approve and authorize the City Manager to execute all associated documents and amend the FY2024 CIP to reflect this project.

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

5.6 Consider and take all appropriate action on the approval of Cooperative Proposal to design and construct two Pickleball courts with fencing, seating and shade structure behind the Monroe Field Splash Pad with ProTech Track and Tennis Surface Inc. in the amount of $169,531.00 as part of the American Rescue Plan Act (ARPA) Funds allocations and authorize the City Manager to execute all associated documents and amend the FY2024 CIP to reflect this project.

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

5.7 Consider and take all appropriate action on the approval of a BuyBoard proposal with CXT, Inc. in the amount of $169,147.00 for upgrading the Brummerhop Park

Restroom as part of the American Rescue Plan Act (ARPA) Funds allocations and authorize the City Manager to execute all associated documents and amend the FY2024 CIP to reflect this project.

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

5.8 **Consider and take all appropriate action on the approval of a BuyBoard proposal with Protrack and Tennis in the amount of $42,600.00 for resurfacing of the basketball court at Baybrook as part of the American Rescue Plan Act (ARPA) Funds allocations and authorize the City Manager to execute all associated documents and amend the FY2024 CIP to reflect this project.**

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

5.9 **Consider and take all appropriate action on the approval of a BuyBoard proposal with Spark Lighting in the amount of $61,000.00 for solar trail lighting in Meador Park as part of the American Rescue Plan Act (ARPA) Funds allocations and authorize the City Manager to execute all associated documents and amend the FY2024 CIP to reflect this project.**

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

5.10 **Consider and approve upon the first reading of Ordinance 2024-16, Budget Amendment No. 5 for fiscal year ending September 30, 2024, in the amount of $1,235,982.00 to the General, Enterprise, Public Safety Vehicle and Equipment, and General and Enterprise Vehicle and Equipment Funds.**

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

5.11 **Consider and take all appropriate action on the purchase of a new artificial 20' LED Christmas Tree, outdoor ornaments, and bows for Main Street in the amount of $20,944.10, and adding this as an amendment to FY2024 CIP . This is an unbudgeted item and will require a budget amendment.**

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

6. EXECUTIVE SESSION

Mayor Kolupski moved this item to take place before item 5.2. He adjourned into Executive Session at 7:40 pm.

6.1 Section 551.071 Conduct a Closed Executive Session to consult with the City's attorneys regarding the settlement entitled City of Seabrook v. Barge 295 and the Yard at Barge 295. *John Hightower, Olson & Olson*

7. OPEN SESSION

Mayor Kolupski moved the meeting back into Regular Session at 8:23 pm stating no action was taken.

8. DISCUSSION

8.1 Discussion of the trees and live wires over East Meyer for future disaster planning.

Councilmember Machol requested information about future plans for the trees around the live wires on East Meyer. He requested police, fire, or city staff be posted at these types of locations in the future. Councilmember Tollett asked Chief Nelson if an officer could have been placed there and Chief Nelson stated that would have taken an officer off patrol when they were needed at the time. Councilmember Rasco asked if an empty police car could be placed at those types of locations and Chief stated that would bring concerns with vandalism and other liability issues. City Manager Cook stated signs had been printed for these areas for use in the future.

8.2 Discussion of the FEMA requirements for restroom facilities within certain flood zones to a height of eighteen (18') feet and the FEMA response to a request sent by the City.

Councilmember Machol requested information concerning FEMA's response for restroom facilities in flood zones. Deputy City Manager Landis clarified the ordinance and the FEMA response. **See attachment E.**

8.3 Discussion of a policy requiring interviews of three (3) candidates by the City Council for selection of a City Attorney.

Councilmember Machol requested information regarding a requirement for Council to interview three candidates when choosing a City Attorney. City Manager Cook stated she researched the past meeting when the City Attorney was chosen, and she informed Council at the time that the Texas Government Code did not require three bids to be considered because City Attorneys are exempt from that requirement. However, there were three bids considered at the time an interim City Attorney was initially chosen, even though there was no requirement to do so.

8.4 Discussion of a monthly financial report to be presented at City Council meetings, to occur at the first regular City Council meeting of each month.

Councilmember Machol requested a monthly financial report be presented to Council at each first meeting of the month. Finance Director Mike Gibbs explained this was presented monthly in the past but Council requested the reports be emailed and posted on the website monthly instead. He also informed Council the report could not be ready at the first meeting of every month due to the financials taking longer to close out each month. City Manager Cook stated this could be added back into Routine Business for future meetings.

9. ROUTINE BUSINESS

9.1 City Manager update and report to City Council on various items that require no action, including Post Hurricane Beryl Recovery efforts, Seabrook Boards and Commissions, Transportation Projects, Port of Houston Rail Spur, City of Seabrook CIP Projects, Economic Development Updates, and City of Seabrook Grant Administration.

City Manager Cook presented the report. **See attachment F.**

9.2 Establish future meeting dates and agenda items.

City Secretary Rachel Lewis informed Council the next meeting would be a Budget Workshop on August 20, 2024 at 5:00 pm, followed by the Regular City Council meeting on the same day at 6:00 pm.

Motion:	To Adjourn
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	**Passed** unanimously by all present

The meeting was adjourned at 9:46 pm.

APPROVED: Thomas G. Kolupski
Mayor

DATE: 8/20/2024

ATTEST: Rachel Lewis, TRMC
City Secretary

MEETING MINUTES
JANUARY 7, 2025

SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING

Mayor Thom Kolupski called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Thom Kolupski, Buddy Hammann, Jackie Rasco, Tom Tollett, Michael Giangrosso, Joe Machol. Also in attendance were: City Manager Gayle Cook, Deputy City Secretary Amanda Morales, and Deputy City Manager Sean Landis. Mayor Thom Kolupski declared a quorum and pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

The following citizens gave public comments:

Terri Moore	2709 N. Myer	Traffic concerns on East and North Myer and the new police facility
Gary Johnson	2300 Repsdorph	Location of the new police facility and the costs associated.
Angela Cervantes	2534 Loganberry Circle	Industrial District Agreements (IDA) at the Port and the noise associated. Location of the new police facility.
Hank Kidd	817 Stapler	Desire to be added to the list for the Bayside Park Stakeholders Group

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

The following events were announced by Councilmember Hammann:

- Community Town Hall - Wednesday, January 8, 6 p.m. - 8 p.m. Council Chambers.
- Community Town Hall - Monday, January 13, 6 p.m. - 8 p.m. Council Chambers
- Community Shred Day - Wednesday, January 15, 4:30 p.m. - 6:30 p.m. City Hall
- City Offices Closed - Martin Luther King Jr. Day – Monday, January 20

2. PRESENTATIONS

2.1 Presentation honoring and recognizing the retirement of long time City employee, Kevin Padgett, Director of Public Works, and his hard work, loyalty, dedication, and accomplishments.

The Mayor presented a Proclamation and Key to the City to Kevin Padget for his 33 years of hard work, loyalty and dedication to the City of Seabrook. Kevin expressed his appreciation for all of the kind words and the opportunity he was given to work with the City.

2.2 Presentation to recognize Snap Fitness Seabrook as the Seabrook Economic Development Corporation's Business of the Year Award for 2024.

The Mayor presented Snap Fitness Seabrook the Seabrook Economic Development Corporation's Business of the Year award.

3. CONSENT AGENDA

3.1 Approve the minutes of the December 3, 2024 City Council Meeting

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. BOARDS AND COMMISSIONS

4.1 Consider and take action on the approval of a Council Member, applications from Old Seabrook residents, business owners, and agency and board representatives nominations for membership onto the Bayside Park Extension Stakeholder Group.

Motion:	To Postpone for interviews
Made By:	At-Large Position 1 Rasco
Seconded By:	At-Large Position 4 Giangrosso
Vote:	**Passed** unanimously by all present

Mayor Pro Tem, Buddy Hammann, nominated Council Member Tom Tollett as Council liaison to conduct interviews for the Bayside Park Extension Stakeholder Group; Council Member Jackie Rasco nominated Council Member Joe Machol

Motion:	To Approve Tom Tollett and Joe Machol's Nominations to conduct Interviews for the Bayside Stakeholders Group
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	No Second
Vote:	**Passed** unanimously by all present

5. BID AWARDS

5.1 Approve the rejection of bids; as only one bid received, from RFP 2024-16-335 Sidewalk Removal and Replacement Project and rebid using Civcast.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	**Passed** unanimously by all present

5.2 Consider and take all appropriate action on bid award and execution of a contract for RFP 2024-08-336, Old State Highway 146 Interconnect to Bull-G Construction LLC, not to exceed $510,911.00.

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

6. OLD BUSINESS

6.1 Hear a presentation and consider and take all appropriate action on options from Progressive Commercial Aquatics regarding the Seabrook Pelican Bay Pool designs.

Stephen Seliskar with Landmark Aquatic gave a presentation regarding conceptional designs for the Pelican Bay Pool **(See Attachment A)** and council members asked questions regarding the design. City Manager Gayle Cook discussed some of the challenges associated with this project regarding the restrooms as well as some other minor improvements that have been proposed. No action taken.

6.2 Consider and take all appropriate action on the extension of the agreement between the City of Seabrook and Driver & Rescue Club LLC, lessee of the property located at 2613 ½ NASA Parkway (operating as 'The Yard' at Barge295) for the continuation of temporary conditional exceptions to various codes and ordinances and providing for an extended period of six (6) months.

Councilmember Hammann recommended a six (6) month extension of the agreement.

Motion:	To Approve a six month extension
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 1 Rasco
Vote:	**Passed** unanimously by all present

7. NEW BUSINESS

7.1 Consider and take all appropriate action on Resolution 2025-01, Expressing finance expenditures to be incurred, relating to the Seabrook Police Station and Seabrook Pelican Bay Pool.

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

7.2 Consider and take all appropriate action on Resolution 2025-02 designating the City's official newspaper.

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

7.3 Consider and take all appropriate action on Resolution 2025-03 for acceptance of the Hazard Mitigation Grant Program Sub-Award DR-4485-0142 for Seabrook Fire Station Generator.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	**Passed** unanimously by all present

7.4 Consider and take all appropriate action on Resolution 2025-04 of HMGP Grant application submittal for Severe Weather DR-4781 Outdoor Early Warning System

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	**Passed** unanimously by all present

7.5 Consider and take all appropriate action on Resolution 2025-05 for HMGP Grant application submittal for Hurricane Beryl DR-4798 for Nasa Water Line Relocation

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	**Passed** unanimously by all present

8. EXECUTIVE SESSION

8.1 Executive Session pursuant to Texas Government Code 551.074 to conduct a closed executive session to consult with attorney on legal issues associated with the industrial district agreements (IDA's).

Mayor Kolupski adjourned the meeting into Executive Session at 6:57 p.m.

9. OPEN SESSION

Mayor Kolupski reconvened the meeting into Open Session at 8:26 p.m.

10. ROUTINE BUSINESS

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

City Manager Gayle Cook updated council on various items requiring no action (**See Attachment B**).

10.2 Establish future meeting dates and agenda items.

Councilmember Rasco requested City communications be added to the next agenda.

Deputy City Secretary Amanda Morales informed Council that the next regular City Council meeting would be held on January 21, 2025.

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

Meeting was adjourned at 8:33 p.m.

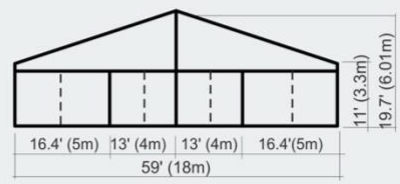
APPROVED: ______________________ DATE: 1/23/2025

Thomas G. Kolupski
Mayor

ATTEST: ______________________

Rachel Lewis, TRMC
City Secretary

InTents Services, LLC
P.O. Box 45 Friendswood, Texas 77549
281-992-8368 • 281-993-2242
24 – HOUR EMERGENCY RESPONSE



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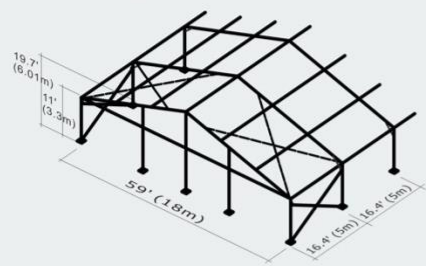
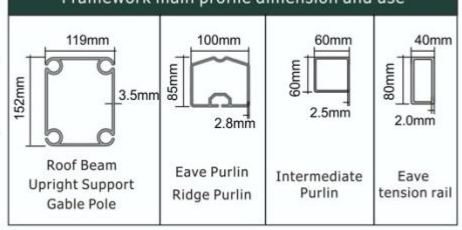


Item	Specification
Clear-span width	59' (18m)
Eave height	11' (3.3m)
Ridge height	19.7' (6.01m)
Roof pitch	18°
Bay distance	16.4' (5m)
Longest component	31' (9.5m)
Minimum tent length	65.6' 20m
Roof fixing	Bar tensioning
Main profile	152x119x3.5mm(4-channel)
Wind loading	126mph
Eave connection	Hot-dip Galvanized twin steel plate
Framework material	Hard pressed extruded aluminium 6061/T6 (15HW)
Cover material	PVC-coated polyester textile, flame retardant to DIN 4102 B1,M2,CFM. 750g-900g/m^2

Optional accessories

PVC window sidewalls
Anchoring
Rain Gutter
Lining and curtain
Glass door units
Hard walling system
Glass walling system
Transparent PVC cover and sidewall
Flooring system
Weight plate

Framework main profile dimension and use



*Products are designed engineered using metric calculations.

AGREEMENT BETWEEN THE CITY OF SEABROOK, MORGAN SOUTHWEST LAND COMPANY, AND DRIVER & RESCUE CLUB LLC(“BARGE295”)

FOR

TEMPORARY CONDITIONAL EXCEPTIONS TO CODES AND ORDINANCES RELATING TO HURRICANE BERYL

This Agreement ("Agreement") is made and entered into as July 22, 2024, by and between the City of Seabrook, a municipal corporation ("City"), Morgan Southwest Land Co. (“Owner”), and Driver & Rescue Club LLC(“Barge295”).

RECITALS

WHEREAS, previous to Hurricane Beryl's damage the “Yard” served as a patio or outdoor café as an accessory/subordinate use to the primary bar and food service use of the “Barge”. The business in the “Yard” was contingent upon the primary fixed-brick-and-mortar use of the “Barge” for the food preparation, for primary bar services, and to provide all required restrooms.

WHEREAS, Hurricane Beryl damaged the primary fixed brick and mortar use of the “Barge” to the extent that the “Barge” is no longer able to serve as the principal use.

WHEREAS, Morgan Southwest Land Co. is the owner and Barge295 is the lessee of certain real property (“Property”) described as [legal description of property], located at 2613 ½ E. Nasa Parkway, Seabrook, Texas 77586, containing businesses called Barge295 and The Yard, and further described by site plan attached hereto as Exhibit “A” and incorporated as part of this Agreement; and

WHEREAS, Barge295 has requested temporary conditional exceptions to multiple items in the City Code to address specific needs and issues; and

WHEREAS, the City Council of the City of Seabrook has determined that granting such temporary conditional exceptions, on a temporary basis, is in the best interest of the community and will provide necessary relief and flexibility while maintaining the integrity of the City Code and Ordinances;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Temporary Conditional Exceptions Approval

The City hereby grants Barge295 a temporary and conditional exception to the following items in the City Code and Ordinances, subject to the terms and conditions set forth in this Agreement:

Item 1: Allow temporary restrooms not in compliance with plumbing code that have no permanent installations

Code: Plumbing Code, Sec-326 (ICC 2021 – Adopted)

Section 2903: Design and Installation of Plumbing Systems
2903.1 General
Plumbing systems shall be designed and installed to provide a permanent, sanitary, and safe method of waste disposal.

2903.1.1 Permanent Installations: All plumbing fixtures, including toilets, lavatories, and urinals, must be permanently installed. Temporary or portable plumbing fixtures do not satisfy the requirements of this code.

Special Conditional Exception(s): 7 total number of temporary restrooms in accordance with the description/model in Exhibit "B"; the number of temporary restrooms located on Property shall not expand or otherwise impact the maximum occupancy levels currently allowed. With seven (7) temporary restrooms, the maximum occupancy load as calculated by the Building Official is **275.**

Item 2: Allow one food truck to operate as the primary use not in compliance with the Mobile Food Vendor Ordinance

Code: Mobile Food Vendor Ordinance
Section (a)(1)(j)

Special Conditional Exception(s):____

Item 3: Allow food truck connections a water or sewage system on site not in compliance with the Mobile Food Vendor Ordinance

Mobile Food Vendor Ordinance
Section (2)(k)(4)

Special Conditional Exception(s):____

Item 4: Allow food truck to set up, locate, and use other device or equipment intended to increase the serving capacity of the mobile food vendor not in compliance with the Mobile Food Vendor Ordinance

Mobile Food Vendor Ordinance
Section (2)(p)

Special Conditional Exception(s):____

Item 5: Allow food truck to operate outside the hours of 8:00am – 10:00am and not in compliance with the Mobile Food Vendor Ordinance

Mobile Food Vendor Ordinance
Section (2)(q)

Special Conditional Exception(s):____

Item 6: Allow food truck to operate on private property that does not contain a permanent business operating in a building with a certificate of occupancy at all times, and the mobile vending unit is occupying property and not in compliance with the Mobile Food Vendor Ordinance

Mobile Food Vendor Ordinance
Section (3)(b)

Special Conditional Exception(s):____

Item 7: Allow food truck to operate with the use of temporary restrooms and not have use of permanent flushable restrooms from a business within 300 feet during hours of operation not in compliance with the Mobile Food Vendor Ordinance; provided, however, the number of temporary restrooms located on Property shall not expand or otherwise impact the maximum occupancy levels currently allowed on the Property.

Mobile Food Vendor Ordinance
Section (2)(k)(4)

Special Conditional Exception(s):____

Item 8: Allow one (1) additional special event for a total of five (5) for 2024

Special Event Ordinance

Special Conditional Exception(s):____

2. Term of Special Conditional Exceptions

The special conditional exceptions shall commence on complete execution of this agreement and shall expire no later than **<u>six (6) months</u>**, unless otherwise terminated or extended in accordance with this Agreement.

3. Compliance with Other Laws

Barge295 shall comply with all other applicable federal, state, and local laws, regulations, and ordinances during the term of the temporary conditional exception.

4. Inspection Access

Right of Access: The City shall have the right to access the Barge295 site ("Site") for the purposes of inspection at any time, with or without prior notice, to ensure compliance with all applicable laws, regulations, and terms of this Agreement.

5. Impact Mitigation

Barge295 agrees to implement the following measures to mitigate any potential negative impacts of the temporary conditional exceptions:

- Temporary Restrooms will be moved pending any Tropical Disturbance that could result in flooding or surge

6. Indemnification

Barge295agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in connection with the granting and implementation of the temporary conditional exceptions.

7. Termination

The City reserves the right to terminate this Agreement and the temporary conditional exceptions granted herein at any time for cause, including but not limited to Driver & Rescue Club LLC("Barge295")'s failure to comply with the terms and conditions of this Agreement or any applicable laws.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

9. Amendment

This Agreement may be amended only by a written instrument executed all parties.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, County of Harris.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Seabrook

By: ______________________________

Name: Thomas G. Kolupski

Title: Mayor

Driver & Rescue Club LLC("Barge295")

By: ______________________________

Name: Michael Robinson

Title: President

Morgan Southwest Land Co. ("Owner")

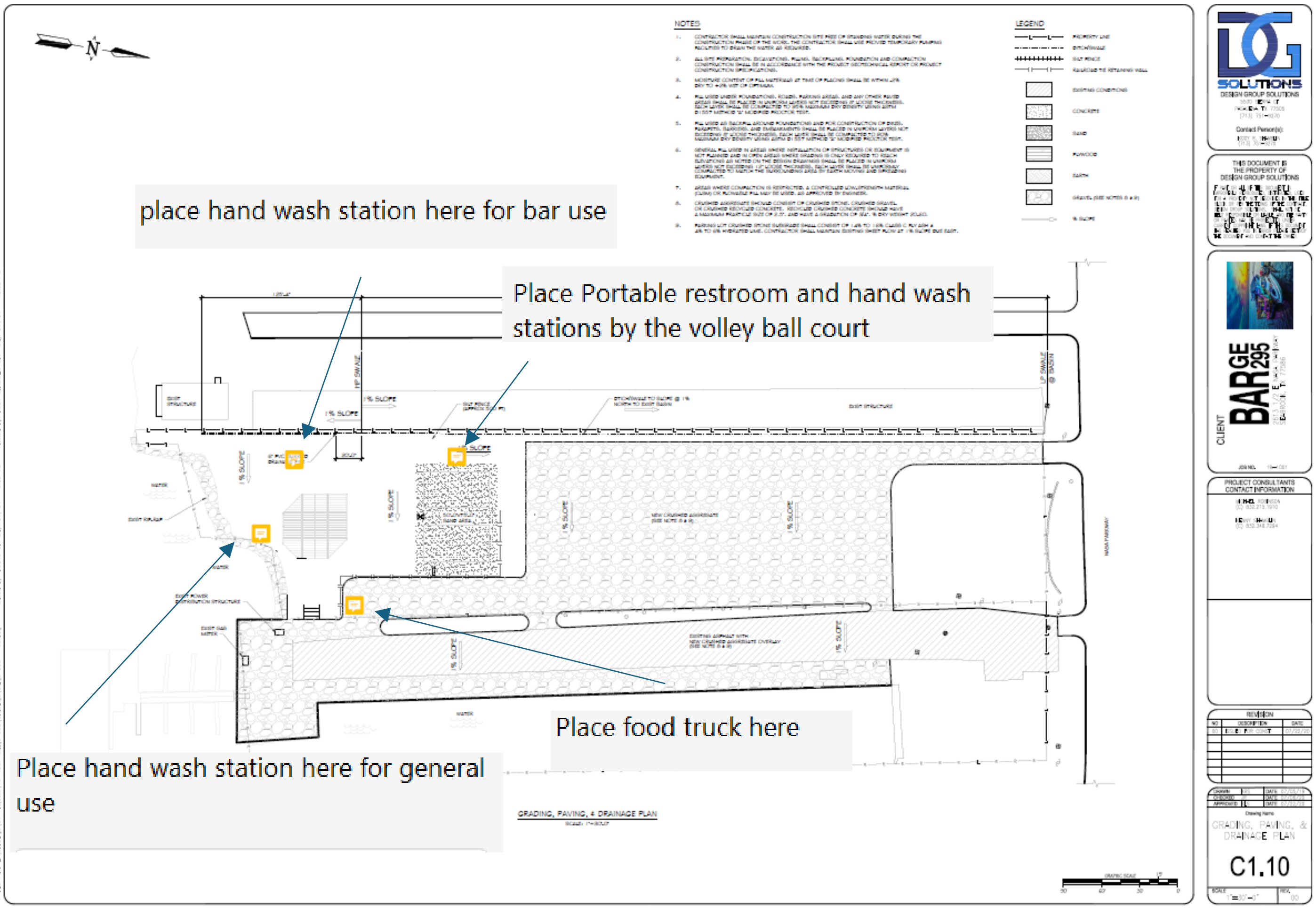
By: ______________________________

Name: Larry Womack

Title: Owner

Exhibit "A"

Barge295/The Yard Site Plan




5 Seat Restrooms on Trailer
2 Port a Cans
2 Temporary Hand Wash Stations
1 Food Truck

Exhibit "B"

Description and Model of Temporary Restrooms

Response: " 1 ada compliant port a potty and 1 (5) stall trailered restroom"

Email 7/19/2024

Title	AGREEMENT BETWEEN THE CITY OF SEABROOK, MORGAN SOUTHWEST.
File name	Barge_Agreement_for_Exceptions_FINAL.pdf
Document ID	fb9658d80110a0e5a8a4ee272b7644c1777dee8b
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**07 / 23 / 2024** 14:55:45 UTC	Sent for signature to Michael Robinson [redacted], Thom Kolupski (mayor@seabrooktx.gov) and Larry Womack [redacted] from amorales@seabrooktx.gov [redacted]
VIEWED	**07 / 23 / 2024** 15:01:35 UTC	Viewed by Larry Womack [redacted]
VIEWED	**07 / 23 / 2024** 15:23:24 UTC	Viewed by Thom Kolupski (mayor@seabrooktx.gov) [redacted]
SIGNED	**07 / 23 / 2024** 15:24:44 UTC	Signed by Thom Kolupski (mayor@seabrooktx.gov) [redacted]
SIGNED	**07 / 23 / 2024** 15:38:21 UTC	Signed by Larry Womack ([redacted]

Title	AGREEMENT BETWEEN THE CITY OF SEABROOK, MORGAN SOUTHWEST.
File name	Barge_Agreement_for_Exceptions_FINAL.pdf
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Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

VIEWED	**07 / 23 / 2024** 19:37:53 UTC	Viewed by Michael Robinson ([redacted]
SIGNED	**07 / 23 / 2024** 19:38:23 UTC	Signed by Michael Robinson [redacted]
COMPLETED	**07 / 23 / 2024** 19:38:23 UTC	The document has been completed.

Agenda Briefing

Date of Meeting: July 1, 2025

Responsible Department: City Manager's Office

Presenter: Jared Sessum, At-Large Position 2, Angela Cervantes, At-Large Position 4

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action regarding Resolution 2024-22, Re-establishment of the Hotel Tax Advisory Board, including direction on whether the Board should review and provide recommendations on all line items within the Hotel Tax Special Fund or limit its recommendations solely to the "Events" line item, and interpretation of Section 4 regarding "Conflict of Interest".

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. Resolution 2024-22

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

RESOLUTION 2024-22

RE-ESTABLISHMENT OF THE HOTEL TAX ADVISORY BOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, FORMALLY RE-ESTABLISHING THE HOTEL TAX ADVISORY BOARD AND IN ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the City of Seabrook previously established a Hotel Tax Committee by Resolution No. 2000-28 and amended the bylaws by Resolution No. 2005-18; and

WHEREAS, the City dissolved the previous Hotel Tax Committee through Resolution No. 2009-04, and its duties were absorbed by other committees, City Council and city staff; and

WHEREAS, the City Council finds that re-establishing a dedicated Hotel Tax Advisory Board is favorable to provide focused recommendations on the use of hotel occupancy tax revenues with regard to applications or requests for funds to promote tourism and local economic development, as outlined in Chapter 351 of the Texas Local Government Code; and

WHEREAS, the City Council of Seabrook has the authority under the Texas Local Government Code to establish advisory board.

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

Section 1. Re-establishment of the Hotel Tax Advisory Board The Hotel Tax Advisory Board is hereby re-established as a formal advisory board to the City of Seabrook. The primary function of the Board shall be to advise and make recommendations to the City Council concerning the applications for expenditure of hotel occupancy tax funds for the promotion of tourism, conventions, and related activities, as authorized by Chapter 351 of the Texas Local Government Code.

Section 2. Board Composition The Hotel Tax Advisory Board shall be composed of seven (7) voting members, appointed by the City Council. When a member named to the Board represents an entity, the entity may name another of its members to serve on the Board in lieu of the person named by the City. All members shall be appointed by simple majority of City Council. All members appointed to the Board shall not be in arrears in the payment of any taxes or other liabilities due the City . Each member will serve at the will of the City Council without a term and may be removed or replaced at any time.

If the Mayor or Council Member appointed to the Board ceases to be a member of the City Council, they shall continue to serve on the Board until their successor is appointed to serve by the city Council. If any other member of the Board is unable to serve or ceases to be qualified to serve, or if the member is no longer a member of the entity appointed as a member, then the entity named as a member to the Board shall appoint a successor member to serve on the Board. If the entity does not appoint a successor member to serve withing sixty (60) days from the date of vacancy, the City Council may fill the vacancy with the appointment of another entity or person of their choice. If a citizen member is unable to serve or ceases to be eligible to serve, the City Council may appoint a successor.

Members shall consist of the following, the appointment of whom shall be confirmed by the City Council:

i. Two (2) Council Members
ii. Two (2) Lodging Facility Representatives or owner of businesses in Seabrook
iii. Two (2) Citizens
iv. One (1) City Staff / Finance Director /or designee by City Manager

Staff Liaison: One (1) Designated Staff /Tourism and Special Events Coordinator

(The City Manager assigned staff liaison shall be responsible for the day-to-day administration of the grant program, organization of the advisory Board agendas, and processing of approved recommendations by City Council.)

Section 3. Members Not to Hold Other Public Offices No member of the Board shall hold any other public office or be compensated by the government of the City except the Mayor, City Council or staff.

<u>**Section 4. (Added by City Council 11-07-2024) Members Not to Have Conflicts of Interest** No member of the Board shall be currently affiliated with, associated with, or foresee any potential affiliation or association with an entity that applies for or intends to apply for Hotel Occupancy Tax funds. If a conflict of interest arises during a member's term, that member shall immediately become ineligible to serve and must resign from the board.</u>

Section 4. Meetings, Quorum and Authority The Hotel Tax Advisory Board shall meet on as needed basis for proper advisory on allocation of funds. Four (4) board members shall constitute a quorum.

The board has no authority to make decisions binding on the city. The board’s functions are purely advisory and not subject to the Open Meetings Act.

Section 5. Duties and Responsibilities

i. To receive, review and evaluate application from entities requesting HOT Funds; and
ii. To receive, review and evaluate post-event presentation and report from entities that have received HOT Funds; and
iii. To recommend and prioritize requests for such funds and projects and advise the City Council regarding the Board's recommendations as authorized by the Texas Tax Code, Chapter 351); and
iv. No expenditures of hotel tax revenues shall be made without prior approval by the City Council; and
v. Any other function or duty directed by the City Council regarding the Board.

Section 6. Election of Officers The appointment of a Chair, Vice-Chair and Secretary shall be done at the first meeting following the appoints of the new Board. Each officer shall serve a one-year term, with eligibility for re-election.

Section 7. Rules and Procedures The Board may adopt rules and procedures to govern their proceedings, and to carry out the purposes for which the Board is created, not inconsistent with state law.

Section 8. Compliance with Texas Local Government Code All actions, recommendations, and activities of the Hotel Tax Advisory Board shall conform to the requirements and restrictions of Chapter 351 of the Texas Local Government Code, as well as any other applicable state laws.

Section 9. Effective Date This resolution shall become effective immediately upon its passage and approval by the City Council of Seabrook, Texas.

PASSED AND APPROVED this 7th day of November 2024.

Thomas Kolupski
Mayor

ATTEST:

____
Rachel Lewis
City Secretary

APPROVED AS TO FORM:

/s/ David Olson
David Olson
City Attorney

SEABROOK

Agenda Briefing

Date of Meeting: July 1, 2025

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area:

General Information:
Consider and take all appropriate action on approval of the Celebration Seabrook - October 11, 2025, authorizing expenditures from the Hotel Occupancy Tax (HOT) Special Fund, in an amount not to exceed $45,000.00 in the FY 2026 budget.

Executive Summary / Background:
The city festival called Celebration Seabrook has been an annual event put on by the city since 2015. Due to the timing of the event in October each year, staff is bringing forward an update on the project and to confirm direction from City Council in order to continue any of the expenditures associated with the production of the event. Any expenditure made in this fiscal year will be accounted for in the FY 2026 so that the expenditures are in the fiscal year the event occurred.

To account for all expenditures in one accounting line item, the total costs associated with the event are in the 108-Public Affairs Department budget. To offset expenditures of the total event, the following revenues are applied against expenses annually.

The event's budget and accounting summaries are attached within the supplemental material for this item. This event is funded by:
1. Outside and In-Kind Sponsorships (local clubs and entities, local businesses, and other vendors)
2. Seabrook Economic Development Corporation
3. Revenues from Event (drinks, merchandise and vendor fees)
4. Hotel Occupancy Tax Funds *

*This event and use of funds is an eligible expenditure under Texas Tax Code § 351.101(a)(4) for the promotion and support of the arts. This event is anticipated to attract tourists and hotel guests and qualifies under the "arts" category, subject to the 15% annual cap on HOT expenditures for arts-related activities as established by §

351.103(c) of the Texas Tax Code.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Celebration Seabrook Financial Overview

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

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

Celebration Seabrook Budget Overview

2016 - 2024

REVENUE

PROJECT CODE	DESCRIPTION	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	NOTES
Internal Transfer	**HOT Fund Allocation**	$ 30,000.00	$ 45,000.00	$ 45,000.00	$ 55,000.00	$ 55,000.00	$ -	$ 55,000.00	$ 55,000.00	$ 45,000	**$ 45,000.00**	
158-150-9530	**SPONSORS**	$ 65,050	$ 68,250	$ 64,750	$ 72,420	$ 65,200	$ -	$ 61,500	$ 47,500	$ 47,000	$ 45,500.00	
158-150-9531	**MERCHANTS**	$ 5,594	$ 4,581	$ 2,877	$ 3,351	$ 4,947	$ -	$ 4,250	$ 4,564	$ 3,310	$ 3,970	
	ARTISTS	$ -	$ 930	$ 1,910	$ 1,777		$ -					
158-150-9532	**FOOD VENDORS**	$ 1,890	$ 1,150	$ 1,811	$ 1,165	$ 1,017	$ -	$ 1,000	$ 765	$ 750	$ 700	
156-150-9533	Online Ticket Sales	$ 13,030	$ 8,711	$ 2,980	$ 220	$ 2,385	$ -	$ 2,085	$ -	$ -	$ -	***FREE EVENT as of 2022***
	Walk Up CC Sales	$ 7,491	$ 2,566	$ 2,953	$ 478	$ 1,158	$ -	$ 974				
	Walk Up Cash Sales	$ 9,840	$ 6,080	$ 6,905	$ 5,745	$ 6,299	$ -	$ 4,095				
158-150-9535	**DRINKS**	$ 16,501	$ 10,390	$ 6,873	$ 8,567	$ 11,683	$ -	$ 7,421	$ 9,629	$ 8,167	$ 5,364	
158-150-9538	**MERCHANDISE**	$ -	$ 960	$ 1,418	$ 449	$ 1,095	$ -	$ 1,848	$ 1,695	$ 760	$ 344	
158-150-9536	**MISCELLANEOUS**	$ 2,230	$ 1,116	$ 120	$ 80	$ 338	$ -	$ -	$ -	--	$ -	
	TOTAL	**$ 151,626**	**$ 149,734**	**$ 137,597**	**$ 149,252**	**$ 149,122**	$ -	**$ 138,173**	**$ 119,153**	**$ 104,987**	**$ 100,878**	
	Difference per year	--	*$ (1,892)*	*$ (12,137)*	*$ 11,655*	*$ (130)*	*$ -*	*$ (10,949)*	*$ (19,020)*	*$ (14,166)*	*$ (4,109)*	

EXPENDITURES

PROJECT CODE	DESCRIPTION	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	NOTES
158-150-5527	**PRODUCTION FEES**	$ 35,000	$ 38,500	$ 46,000	$ 15,000	$ 15,000	$ -	$ 15,000	$ 15,000	$ 15,200	$ 15,250	
158-150-5528	Commissions	$ 9,520	$ 10,145	$ 7,150	$ -	$ -	$ -	$ -	$ -	$ -		*No longer relevent as of 2018*
158-150-5529	**ENTERTAINMENT**	$ 12,200	$ 6,000	$ 7,300	$ 33,178	$ 35,000	$ -	$ 34,987	$ 13,350	$ 10,484	$ 14,050	
158-150-5530	**KIDS ACTIVITIES**	$ 6,259	$ 9,031	$ 7,813	$ 9,618	$ 7,457	$ -	$ 7,518	$ 11,658	$ 10,313	$ 9,340	
158-150-5531	**BEVERAGES**	$ 8,785	$ 8,263	$ 6,765	$ 2,829	$ 4,540	$ -	$ 4,104	$ 4,234	$ 5,022	$ 4,211	
158-150-5532	**PARKING**	$ 400	$ 660	$ 285	$ 1,950	$ 1,410	$ -	$ 1,418	$ 1,273	$ 798	$ -	
	TRANSPORTATION	$ 2,975	$ 4,165	$ -							$ -	
158-150-5533	**RENTALS**	$ 37,876	$ 39,076	$ 28,091	$ 23,734	$ 27,718	$ -	$ 22,497	$ 23,924	$ 24,565	$ 22,127	
158-150-5534	**SUPPLIES**	$ 2,314	$ 643	$ -	$ 665	$ 1,789	$ -	$ 2,022	$ 1,572	$ 535	$ 658	
158-150-5535	**STAFFING**	$ 10,586	$ 14,117	$ 11,535	$ 10,550	$ 9,634	$ -	$ 9,658	$ 11,100	$ 10,612	$ 10,177	
158-150-5536	**PERMITTING**	$ 481	$ 401	$ 265	$ 4,741	$ 4,806	$ -	$ 551	$ 360	$ 300	$ 900	
	INSURANCE	$ 4,660	$ 4,060	$ 4,465								
158-150-5537	Lease Agreements	$ 200	$ 1,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -		*No longer relevent as of 2017*
158-150-5540	Meal Vouchers	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		*Not relevant - meals will be purchased and provided separately for staff and volunteers*
158-150-5500	Graphic Design	$ 2,200	$ 2,000	$ 500	$ 1,010	$ 200	$ -	$ -	$ -	$ 49		*No longer necessary - all graphic design is now handled in-house*
158-150-5501	**PRINTING**	$ 700	$ 906	$ 675	$ 2,641	$ 806	$ -	$ 569	$ -	$ -	$ -	
158-150-5502	**PROMOTIONAL ITEMS**	$ 1,750	$ 2,525	$ 1,185	$ 647	$ 437	$ -	$ 1,498	$ 1,093	$ -	$ 4,748	
156-155-5503	**SIGNAGE**	$ 3,419	$ 2,028	$ 1,725	$ 35	$ 2,842	$ -	$ 2,850	$ 709	$ 834	$ 1,202	
158-150-5504	Digital Advertising	$ 375	$ 700	$ 1,980	$ 15,973	$ 20,443	$ -	$ 12,297	$ 15,945	$ 3,226	$ 2,349	
	Print Advertising	$ 4,465	$ 4,092	$ 4,363								
	Radio Advertising	$ 8,935	$ 6,995	$ 5,005								
	SOCIAL MEDIA ADVERTISING	$ 997	$ 742	$ 755								
	Bulletin Boards	$ -	$ 7,416	$ 7,023								
158-150-5509	Public Relations	$ 8,000	$ 9,000	$ 8,000	$ 8,000	$ 2,900	$ -	$ -	$ -	$ -		*No longer relevant as of 2019*
158-150-5510	**ART COMPONENTS**	$ -	$ 6,189	$ 8,500	$ 6,051	$ 6,444	$ -	$ 8,974	$ 5,400	$ 5,800	$ 2,300	
158-150-5511	**HOT MISCELLANEOUS**	$ 1,783	$ 3,785	$ 800	$ 1,886	$ 779	$ -	$ 2,345	$ 751	$ 150		
	TOTAL	**$ 163,880**	**$ 182,739**	**$ 160,180**	**$ 138,508**	**$ 142,205**	$ -	**$ 126,288**	**$ 106,369**	**$ 87,888**	**$ 87,311**	
	Difference per year	--	*$ 18,859*	*$ (22,559)*	*$ (21,672)*	*$ 3,697*	*$ -*	*$ (15,917)*	*$ (19,919)*	*$ (18,481)*	*$ (577)*	

Agenda Briefing

Date of Meeting: July 1, 2025

Responsible Department: City Manager's Office

Presenter: Michael Gibbs, Director of Finance

Briefing Prepared By:

Strategic Focus Area:

General Information:
Consider and take all appropriate action on a first and final reading of Ordinance 2025-14, Fiscal Year 2025 Budget Amendment No. 4.

Executive Summary / Background:
During previous council meeting, Council approved the fence project at the Carothers property and the demolition of a structure at 1209 Hardesty. These items need to have funds appropriated by council to complete the tasks.

Funding / Fiscal Information:

Supporting Materials Attached:
1. Ord 2025-15 Budget Amendment No 4 FY2025
2. Attachment A 2025-15 Budget Amendment No 4

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

CITY OF SEABROOK
ORDINANCE NO. 2025-15

AMENDMENT NO. 4
AMENDING THE BUDGET FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025
FOR CITY DEPARTMENT ENCUMBRANCES

AN ORDINANCE AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 BY AUTHORIZING CERTAIN ADDITIONS IN THE AMOUNT OF $40,924.00 FOR GENERAL FUND AND CAROTHERS FUND; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO FACILITIATE THE CHANGES IDENTIFIED; AND FINDING AVAILABLE UNENCUMBERED FUNDS FOR THE SUPPLEMENTAL APPROPRIATION AND/OR RESERVE REDUCTION.

WHEREAS, the City Council of the City of Seabrook Approved Budget Ordinance 2024-19 on September 24, 2024; and

WHEREAS, the City Council is authorized by law to make changes in the City budget for supplemental appropriations or reductions, and;

WHEREAS, the City Manager has certified there are unencumbered fund balances available for appropriation in excess of those appropriated for specific expenditures in the budget for supplemental appropriation and/or transfer; and

WHEREAS, such expenditures will occur subsequent to the adoption of the 2024/25budget and will require formal appropriations; and

WHEREAS, said amendments are necessary to appropriate funds to provide proper fund accounting for changes a variety of expenditure and revenue lines as a result of timing circumstances relating to the time of budget adoption; and

WHEREAS, the City Council finds it in the public interest to amend the total Fiscal Year 2024/25. Operating Budget for the General Fund and Carothers Fund by adjusting various budget accounts as outlined in **Exhibit "A"**

WHEREAS, the City Council of the City of Seabrook finds and determines that this budget amendment complies with all requirements under its Charter and laws;

THIS SPACE INTENTIONALLY LEFT BLANK

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

THAT, the 2024/25 Adopted Budget for the City of Seabrook for the period beginning on October 1, 2024 and ending on September 30, 2025 is hereby amended by decreasing and increasing various funds and department line items in the total amount of $40,924.00 as set out in **Exhibit "A", Budget Amendment #4** to FY 2025 attached hereto and incorporated herein.

PASSED, AND APPROVED with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10, on first and final reading this **1st day of July, 2025.**

____
James J. Sweeney
Mayor

ATTEST:

____
Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

____
David Olson
City Attorney

2025-15 Budget Amendment #4
General Fund and Carothers Fund

Attachment A

AMENDMENT NO. 4 TO THE BUDGET OF THE CITY OF SEABROOK, TEXAS FOR THE FISCAL YEAR 2024-25

Department	Fund	General Ledger Account Number	General Ledger Account Name	Expenditure Budget Amendment Description	2024-25 Budget	Amendment Amount	2024-25 Amended Budget
Community Development	General	600-5240	Mowing & Demolition	1209 Hardesty Property Demo	$ 5,000	$ 18,336	$ 23,336
	General	100-9907	Transfer to Project	Transfer Funds to Cover Carothers Fence	$ 443,296	$ 22,588	$ 465,884
	General	001-2000	Budgetary Fund Balance	Reserves used to fund amended items		$ (40,923.70)	$ (40,924)
				Total General Fund Amendment			**$ 40,924**
Carothers	Carothers Fund	410-6050	Facilities	Remove & Replace Fence at Carothers	$ 264,144	$ 22,588	$ 286,732
Carothers	Carothers Fund	410-9901	Transfer From General Fund	Funds to Cover Fence Expense	$ -	$ (22,588)	$ (22,588)
				Carothers Fund			**$ -**
							$ 40,924

Agenda Briefing

Date of Meeting: July 1, 2025

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area: Infrastructure

General Information:
Consider and take all appropriate action on approval of Resolution 2025-16, Submission of Grant Application for U.S. Department of Transportation Safe Streets and Roads (SS4A).

Executive Summary / Background:

The SS4A grant program, administered by the U.S. Department of Transportation, provides federal funding to support regional, local, and Tribal initiatives to prevent roadway deaths and serious injuries. One of the primary objectives of the program is to fund the development of comprehensive Safety Action Plans (SAPs) that enable jurisdictions to later apply for implementation (engineering and construction) funds under the same program.

By approving the attached resolution, the City of Seabrook will be eligible to apply for the planning grant portion of the SS4A program. If awarded, this funding will be used to solicit and secure a qualified consulting firm to assist the City in developing a formal Safety Action Plan tailored specifically to Seabrook's infrastructure, traffic patterns, and safety priorities.

Having an approved Safety Action Plan in place is a required prerequisite to apply for future SS4A implementation grants, which can fund engineering and construction activities related to street and transportation safety projects.

- Positions the City to qualify for significantly larger engineering and construction funding through SS4A.
- Aligns with the City's 2024 Certificates of Obligation (C.O.s) plan for street

infrastructure by potentially leveraging federal dollars to maximize the impact of local investment.

- Promotes data-driven decision-making and long-term street safety planning.

Funding / Fiscal Information:

The SS4A grant operates on an 80/20 cost share, with 80% of the project cost covered by federal funds and the remaining 20% provided as a local match. Under the SS4A program guidelines, the City may satisfy its local match requirement through a combination of in-kind contributions, including eligible City personnel time and consultant-provided match.

The estimated total cost for developing a Safety Action Plan of this scale is $250,000.00, resulting in a projected local match obligation of approximately $50,000.00, which may be partially or fully offset through allowable in-kind resources.

Supporting Materials Attached:

1. Resolution 2025-16

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

CITY OF SEABROOK
RESOLUTION 2025-16
SUBMISSION OF GRANT APPLICATION
SAFE STREETS AND ROADS FOR ALL (SS4A)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION IN RESPONSE TO THE U.S. DEPARTMENT OF TRANSPORTATION SAFE STREETS AND ROADS FOR ALL DISCRETIONARY GRANT PROGRAM; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION

WHEREAS, the City of Seabrook desires that standards and policies ensure the safe, equitable, and adequate accommodation of all users of our roadways; and

WHEREAS, to conduct planning and demonstration activities aimed at preventing roadway fatalities and injuries the City needs to consider engineering and construction grant opportunities; and

WHEREAS, grant opportunity, Safe Streets and Roads for All (SS4A) is available for creating a Safety Action Plan (SAP) as a prerequisite for future engineering and construction grant applications in a range of $100,000 to $5,000,000 with a required match of 20% in a non-federal share; and

WHEREAS, the City of Seabrook authorizes the City Manager to apply for, accept, reject, alter, or terminate a grant on behalf of the applicant agency

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

SECTION 1. The City Council authorizes the submission of a grant application to the FY25 Safe Streets and Roads for All Planning and Demonstration Grant.

SECTION 2. The City Council affirms, directs and designates the City Manager as the City's Authorized Official to apply for, accept, reject, alter or terminate this grant and to act in all matters in connection with this application and the City's participation in the Grant Program.

SECTION 3. Expenditures of the grant shall be administered in compliance with the grant guidelines and all applicable state and federal guidance.

SECTION 4. This Resolution shall be in full force and effect immediately from and after its passage.

ADOPTED BY VOTE OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, with a quorum present, by an affirmative vote of a majority of Council members present, in accordance with Seabrook City Charger Section 2.10, at a regular meeting held on July 1, 2025.

____
James Sweeney
Mayor

ATTEST:

____
Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

____
David Olson
City Attorney

SEABROOK

Agenda Briefing

Date of Meeting: July 1, 2025

Responsible Department: City Secretary's Office

Presenter: Rachel Lewis, City Secretary

Briefing Prepared By: Rachel Lewis

Strategic Focus Area:

General Information:
Discussion regarding exploring a contract with Harris County for the administration of the City of Seabrook May 2, 2026 General Election.

Executive Summary / Background:
In past election cycles, the City has chosen to hold elections separate and apart from Harris County. This has been attributed the the cost of contracting with Harris County and the belief that it would cost the taxpayers less to have City staff coordinate the elections.

Funding / Fiscal Information:
The cost of the recent May 3, 2025 election was just under $50,000. This amount does not include staff hours nor the legal costs of the numerous public information requests received both during and following that election.
Currently, Harris County charges $2.90 per registered voter. The number of registered voters in Seabrook fluctuates, but during the last election the registered number was 9777. The City would still have to pay for publications required for the election which would be around $6,000, along with a few other costs associated with the election. Total costs including contracting with Harris County would be estimated at under $40,000 for the May, 2026 election.

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:
It is recommended that Council direct staff to seek a contract for Harris County to administer the May 2, 2026 General Election.

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

July 2025

July 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 29	30	Jul 1 6:00pm Regular City Council Meeting (City Hall)	2	3 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	4 8:00am 4th of July Parade	5
6	7	8	9 6:00pm Galveston Co Mayor & Council (Opus Grill - Clear Lake Shores)	10 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	11	12
13	14	15 6:00pm Regular City Council Meeting (City Council Chamber)	16	17 8:00am TML New Officials Seminar (Hilton Pala 2:00pm 10:00am TML Budgeting Webinar (Zoom) 6:00pm Seabrook Planning & Zoning Commission Meeting	18	19 6:00pm Movie Night at Meador Park
20	21	22 6:00pm SPECIAL COUNCIL MEETING - Budget Workshop #2 (Council Chambers)	23	24	25	26
27	28	29 6:00pm SPECIAL COUNCIL MEETING - Budget Workshop #3 (Council Chambers)	30	31	Aug 1	2

August 2025

August 2025						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

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