



**SEABROOK CITY COUNCIL  
NOTICE OF REGULAR CITY COUNCIL MEETING  
TUESDAY, SEPTEMBER 2, 2025 - 6:00 PM**

For city information visit [www.seabrooktx.gov](http://www.seabrooktx.gov)  
For agendas visit [www.seabrooktx.gov/agendas](http://www.seabrooktx.gov/agendas)

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, SEPTEMBER 2, 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 or abusive language.*

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

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

**REGISTER ONLINE TO SPEAK IN PERSON DURING PUBLIC COMMENTS:**  
[www.seabrooktx.gov/publiccomment](http://www.seabrooktx.gov/publiccomment)

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

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

**2. CONSENT AGENDA**

**2.1** Approve the minutes of the August 19, 2025 Joint Meeting of City Council and the Seabrook Economic Development Corporation and City Council Special Budget Session, and the August 19, 2025 Regular City Council Meeting.

### **3. ADJOURN REGULAR SESSION AND ENTER INTO A WORKSHOP SESSION**

**3.1** Hear a presentation and report of the Certified Appraisal Roll from Harris County Appraisal District (HCAD) for the calculation of the 2025 No New Revenue rate (NNR) and the Voter Approval Rate (VAR). *Michael Gibbs, Director of Finance, Gayle Cook, City Manager*

**3.2** Review and discuss Fiscal Year 2025-2026 Proposed Budget including Special Funds and Capital Improvement Program (CIP). *Gayle Cook, City Manager*

### **4. ADJOURN WORKSHOP SESSION AND ENTER INTO REGULAR SESSION**

### **5. BOARDS AND COMMISSIONS**

**5.1** Consider and take all appropriate action on the appointment to fill the vacancy on the Economic Development Corporation for a term to expire on January 1, 2026.

### **6. NEW BUSINESS**

**6.1** Consider and take all appropriate action to acknowledge receipt of the Certified Appraisal Roll from the Harris County Appraisal District (HCAD). *Michael Gibbs, Director of Finance*

**6.2** Consider and take all appropriate action on the approval to accept the 2025 No New Revenue (NNR) and Voter Approval Rates (VAR) into the official record, as calculated in accordance with Texas Tax Code. *Michael Gibbs, Director of Finance*

**6.3** Consider approval for Proposed 2025 Property Tax Rate and call Public Hearing on September 25, 2025. A record vote is required.

**6.4** Consider approval of the Proposed Fiscal Year 2025-2026 Budget and calling Public Hearing on September 25, 2025. A record vote is required.

**6.5** Consider and take all appropriate action on a 1-year contract extension agreement between the City of Seabrook and Hydradry Inc. for post-disaster restoration and recovery services, and authorize the City Manager to execute the contract.

**6.6** Consider and take all appropriate action on an updated proposal between the City of Seabrook and Landmark Aquatic for the Pelican Bay Renovation and Aquatic Design in an additional design amount of \$24,480.00. This item is part of the 2025 Bond Program. *Brian Craig, Director of Public Works | City Engineer*

**6.7** Consider and take all appropriate action on a proposal to approve use of Hotel Occupancy Tax (HOT) funds for promoting and hosting a Seabrook Fleet Week event on November 11, 2025, and related expenses. This is FY2026 budget consideration.  
*Gayle Cook, City Manager*

**6.8** Consider and take all appropriate action the License Agreement between the City of Seabrook and Texas Markets. *Gayle Cook, City Manager*

## **7. EXECUTIVE SESSION**

**7.1** Conduct a Closed Session pursuant to Texas Government Code Sections:  
**551.087** Deliberation regarding economic development negotiations;  
**551.071** Consultation with attorney on matters in which the City Attorney has a duty to advise City Council in closed executive session.

## **8. 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".

## **9. ROUTINE BUSINESS**

**9.1** Establish future meeting dates and agenda items.

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

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

I certify that this notice was posted on the bulletin board on or before Tuesday, August 26, 2025, no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC









MEETING MINUTES  
AUGUST 19, 2025

SEABROOK CITY COUNCIL  
SPECIAL JOINT CITY COUNCIL MEETING WITH  
SEABROOK ECONOMIC DEVELOPMENT  
CORPORATION AND COUNCIL WORKSHOP

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Mayor Jim Sweeney called the Seabrook Council Meeting to order at 5:00 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 and City Secretary Rachel Lewis. Mayor Jim Sweeney declared a quorum and pledges were conducted.

**1. PUBLIC COMMENTS AND ANNOUNCEMENTS**

|              |                 |                                                     |
|--------------|-----------------|-----------------------------------------------------|
| Aaron McGee  | 1818 Wallington | Pine Gully Pier                                     |
| Jackie Rasco | 4002 Lakepointe | Livestream of meetings, HOT Committee, EDC Director |

**2. DECLARATION OF A QUORUM BY EACH CHAIR AND CALL MEETING TO ORDER**

Terri Chapman, Chair of the Economic Development Corporation declared a quorum and called the meeting to order at 5:06 pm.

**3. WORKSHOP SESSION - SEDC AND CITY COUNCIL**

**3.1 Presentation and discussion on schematic designs of the former wastewater treatment plant site for the proposed Bayside Park space expansion and Main Street Streetscape Improvements. *Kimley-Horn and Associates and Bayside Park Stakeholder Group***

Kristina Malek with Kimley Horn presented the designs. **See attachment A.**

**4. ADJOURN JOINT MEETING AND ENTER INTO BUDGET WORKSHOP WITH CITY COUNCIL**

Economic Development Corporation Chair Chapman adjourned the Joint Meeting for the Corporation, and Mayor Jim Sweeney adjourned into a Special Budget Meeting Session for City Council at 5:45 pm.

**5. WORKSHOP SESSION - CITY COUNCIL**

**5.1 Hear a presentation and report of the Certified Appraisal Roll from Harris County Appraisal District (HCAD) for the calculation of the 2025 No New Revenue rate (NNR) and the Voter Approval Rate (VAR).**

City Manager Gayle Cook stated the certified rolls were not yet received, so the planned budget items could not be considered.

**5.2 Review and discuss Fiscal Year 2025-2026 Proposed Budget including Special Funds and Capital Improvement Program (CIP).**

This item was not discussed.

**6. NEW BUSINESS**

**6.1 Consider and take all appropriate action to acknowledge receipt of the Certified Appraisal Roll from the Harris County Appraisal District (HCAD).**

This item was not considered.

**6.2 Consider and take all appropriate action on the approval to accept the 2025 No New Revenue (NNR) and Voter Approval Rates (VAR) into the official record, as calculated in accordance with Texas Tax Code.**

This item was not considered.

**6.3 Consider approval for Proposed 2025 Property Tax Rate and call Public Hearing on September 16, 2025. A record vote is required.**

This item was not considered.

**6.4 Consider approval of the Proposed Fiscal Year 2025-2026 Budget and calling Public Hearing on September 16, 2025. A record vote is required.**

This item was not considered.

**7. ADJOURN WORKSHOP SESSION**

Hearing no further business, Mayor Sweeney adjourned the Special Budget Meeting at 5:47 pm.

APPROVED:

\_\_\_\_\_  
Jim Sweeney  
Mayor

DATE: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Paul Dunphey  
EDC Chair

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rachel Lewis, TRMC  
City Secretary



**MEETING MINUTES  
AUGUST 19, 2025**

**SEABROOK CITY COUNCIL  
REGULAR CITY COUNCIL MEETING**

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Mayor Jim Sweeney called the Seabrook Council Meeting to order at 6:02 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Jim Sweeney, Buddy Hammann, Tyler Kubena, Jared Sessum, Tom Tollett, Angela Cervantes, Summer Sanford. Also in attendance were: City Manager Gayle Cook, City Secretary Rachel Lewis, and City Attorney David Olson. Pledges were conducted.

**1. PUBLIC COMMENTS AND ANNOUNCEMENTS**

|                  |                 |                                                                                 |
|------------------|-----------------|---------------------------------------------------------------------------------|
| Aaron McGuire    | 1818 Wallington | HOT Committee                                                                   |
| Joe Machol       | Seabrook, Tx    | Street improvements, HOT Committee, Pine Gully Pier, Flags, and Carothers Fence |
| Terri Sones      | 529 Baywood     | Carothers Community Gardens, Commended Code and building staff                  |
| Robert Jeter III | Pasadena, Texas | EDC Director and Pasadena EDC                                                   |

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

Councilmember Kubena announced the following events:  
Labor Day - City Offices closed on September 1, 2025  
Kids' Fish - September 13, 2025

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

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

**2. PRESENTATIONS**

**2.1 Presentation of the quarterly report from the Seabrook Volunteer Fire Department.**

Fire Chief Nathan Douglas delivered the report, introducing Assistant Chief Erin Bristow, Fire Captain Theo Presswood, and Fire Captain Lindsay Price. He provided an update to the Council regarding the current staffing levels and recent training achievements within the department. Additionally, he outlined the community events in which the department was actively involved, as well as the mutual aid assistance provided to neighboring municipalities. Chief Douglas reported a total of 584 incidents in 2025, with approximately 63% classified as EMS calls.

**2.2 Presentation of the Citywide Sign Ad Hoc Committee Recommendations Report to City Council.**

Russell Hatfield, Chair of the Signage Committee, gave the presentation of the recommendations. **See Attachment B.**

**3. CONSENT AGENDA**

**3.1 Approve the minutes of the July 30, 2025 and August 5, 2025 City Council meetings.**

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|              |                                            |
|--------------|--------------------------------------------|
| Motion:      | To Approve the Consent Agenda              |
| Made By:     | Mayor Pro Tem, At-Large Position 5 Hammann |
| Seconded By: | At-Large Position 6 Sanford                |
| Vote:        | <b>Passed</b> unanimously by all present   |

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**4. BOARDS AND COMMISSIONS**

**4.1 Consider and take all appropriate action on the appointment to fill the vacancy on the Economic Development Corporation for a term to expire on January 1, 2026.**

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|              |                                                                                                                                                      |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Motion:      | To table until interviews were concluded                                                                                                             |
| Made By:     | Mayor Pro Tem, At-Large Position 5 Hammann                                                                                                           |
| Seconded By: | At-Large Position 6 Sanford                                                                                                                          |
| Vote:        | <b>Passed</b> with Councilmembers Kubena, Sanford, Hammann, Sweeney, Tollett and Sessum voting in favor, and Councilmember Cervantes voting opposed. |

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**5. NEW BUSINESS**

**5.1 Consider and take all appropriate action on the reappointment of Steve Gillett to the Harris County 196 Subsidence District Board of Directors for a two-year term ending January 31, 2027.**

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

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**5.2 Consider and take all appropriate action on a Consumer Price Index (CPI) Adjustment to the city sanitation rates effective October 1, 2025, with Waste Management of Texas Inc.**

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

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**5.3 Consider and take all appropriate action to approve a contract between the City of Seabrook and GovWell for permitting, zoning and code enforcement software for Fiscal Year 2025–2026, including a non-appropriation clause, in an amount not to exceed \$39,000.00 for the first year fee and implementation.**

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|         |            |
|---------|------------|
| Motion: | To Approve |
|---------|------------|

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

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**5.4 Consider and take all appropriate action on Resolution 2025-22, Support for Phase II, Lower Clear Creek and Dickinson Bayou Watershed 203 Feasibility Study.**

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

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**5.5 Consider and take all appropriate action on the approval of a one (1) year extension of an Interlocal Agreement between the City of Seabrook and Lakeview Police Department for the use of the Seabrook Jail Facility and telecommunication (9-1-1) operator services from October 1, 2025 to September 30, 2026, with one (1) year options to extend annually and authorize the City Manager to execute.**

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Motion: To Approve  
Made By: At-Large Position 2 Sessum  
Seconded By: At-Large Position 3 Tollett  
Vote: **Passed** unanimously by all present

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**5.6 Consider and take all appropriate action on approval of a proposal from Duplantis Design Group, PC (DDG) for professional design services on the East Meyer Paving project, Seabrook CIP S26, in the amount of \$183,940 plus reimbursable expenses.**

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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

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**5.7 Consider and take all appropriate action on a first and final reading of Ordinance 2025-16, Fiscal Year 2025 Budget Amendment No. 5.**

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

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**5.8 Consider and take all appropriate action on the acceptance of the Citywide Ad Hoc Signage Committee Report.**

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

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## 6. DISCUSSION

### 6.1 Discussion of a possible city event in recognition of the U.S. Navy during 2025 Fleet Week on November 5-12, 2025

City Manager Cook presented the staff recommendations for the upcoming event, which included provisions for music and a drone show. Councilmember Cervantes proposed scheduling the event on a weekend to accommodate families. Mayor Sweeney indicated that the event organizers were in need of the city's support to host an event on a Tuesday. There was no further discussion.

## 7. ROUTINE BUSINESS

### 7.1 Presentation of the Monthly Financial Report for July, 2025

Finance Director Mike Gibbs gave the report. **See Attachment C.**

### 7.2 Establish future meeting dates and agenda items.

Mayor Sweeney inquired whether the Council members were available to convene a Special Budget Meeting on August 26, 2025, at 6:00 p.m. A quorum of members confirmed their availability. City Secretary Rachel Lewis informed Council that the next scheduled Regular Meeting would take place on September 2, 2025, at 6:00 p.m.

There being no further business, Mayor Sweeney adjourned the meeting at 6:59 pm.

APPROVED:

\_\_\_\_\_  
Jim Sweeney  
Mayor

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rachel Lewis, TRMC  
City Secretary

Application Form

Information

Which Boards would you like to apply for?

Economic Development Corporation: Submitted

Profile

Robert L Zeller  
First Name Middle Initial Last Name

[Redacted]  
Home Address

Seabrook TX 77586  
City State Postal Code

[Redacted]  
Email Address

Mobile: (281) 384-0706  
Primary Phone

Occidental Vice President  
Employer Job Title

Candidate Requirements

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

7 years

Are you registered to vote in the City of Seabrook?

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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## **Experience**

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

☐ Yes ☒ No

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

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

Question applies to Economic Development Corporation

**Have you attended a meeting of the SEDC?**

☐ Yes ☒ No

Question applies to Economic Development Corporation

**Are you currently a member of the SEDC?**

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☒ Yes ☐ No

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

City of League City Planning & Zoning 2005-2008

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

☒ No



Question applies to Economic Development Corporation

**Are you familiar with the City's Comprehensive Master Plan and zoning ordinance? \***

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☒ Yes

Question applies to Economic Development Corporation

**In your view, how should the EDC's funding priorities align with the City's broader development goals?**

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Of course, EDC funding priorities must align with the City's broader development goals and should be consistent with the Comprehensive Master Plan 2040 (published in 2022). However, in my view, recent EDC funding has not been consistent with broader development goals. Instead of chosen through a disciplined review process, such as a stage-gate process, there is an appearance of a lack of discipline or process. Communication and transparency must be paramount so that the best decisions for the residents, business owners, developers, and the City are made.

Question applies to Economic Development Corporation

**Part of the roles as an EDC member is to work with partnering agencies. Could you share your experience with some of your current or past community connections? (Check all that apply) \***

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☒ Corporate executive (non-local HQ)

Question applies to Economic Development Corporation

**Please list any professional experience or expertise that would support the mission of the Seabrook EDC. \***

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☒ Technology, transportation, energy, or utilities

☒ Entrepreneurship or consulting

Question applies to Economic Development Corporation

**What special skill or knowledge would you bring to the Seabrook Economic Development Corporation? You may also use this space to expand on any selections from the previous two questions.**

---

I am a Co-Founder of a new business unit with Occidental, focusing on low carbon solutions. Besides leading nearly 100 scientists, engineers, and technicians who are innovating and developing new processes and products to support our new businesses and markets, I lead our technology equity investment program. Our portfolio has nurtured companies from seed investments to IPOs. I currently serve as a board member of TerraLithium LLC and on the Scientific Advisory Board of Pure Lithium Corporation. During my tenure with the City of League City P&Z Board, I assisted in developing and updating several ordinances, including the Planned Unit Development (PUD) and Mixed-Use ordinances, and participated in many foundational decisions that has led to their current success. This experience gave me the perspective of balance between the needs and desires of residents, business owners, and developers, as well as the needs for a city looking for future revenue and growth.

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

☒ I Agree

[Redacted]

[Redacted]

☒ [Redacted]

[Redacted]

☒ [Redacted]

[Redacted]

☒ [Redacted]

[Redacted]

☒ [Redacted]



## PROFILE

Industry-recognized **technology and innovation leader** with practical experience and strategic vision to accomplish the impossible.

Awarded the prestigious **2022 Winthrop-Sears Medal** recognizing exceptional innovation and entrepreneurship in the sciences field, and specifically for his contributions to low carbon technologies and business solutions.

Recipient of the **2017 American Institute of Chemical Engineers (AIChE) Management Division Award** that "recognizes an outstanding individual who has made a substantial contribution to the management and leadership of engineers and scientists involved in the field of chemical engineering."

Earned a **Ph.D. in Chemical Engineering** from Case Western Reserve University, an elite research and academic institution focusing on the electrochemical sciences (GPA 4.0/4.0).

## CONTACT

PHONE:  
281-384-0706

EMAIL:  
[REDACTED]

# DR. ROBERT L. ZELLER III, P.E.

Vice President  
Occidental

Resident of Seabrook, TX since 2018

Profile: [Dr Robert L Zeller III | LinkedIn](#)

## QUALIFICATIONS

**Decades of Experience** in innovation and problem solving, with an uncanny ability to quickly discern new businesses/concepts and their future business value.

**Co-Founder of Oxy Low Carbon Ventures.** Formed a new opportunistic business unit within Occidental to develop and implement a strategy in the low carbon space.

## EXPERIENCE

Proven 36-year track record in developing successful businesses and new chemical processes from the laboratory through commercial operation.

- As a *Scientist*, developed a patented hypophosphorous acid manufacturing "disruptive" technology based upon bipolar electrodialysis principles and led the design, start-up, and successful operation of the commercial plant.
- As a *Plant Engineer*, developed a process to purify sodium sulfate into detergent grade quality that included both bench and pilot plant testing and subsequent commercial implementation.
- As a *Chemical Executive*, successfully transitioned a new technology from pilot testing to a world-scale commercial plant that produces a key raw material for the manufacture of HFO-1234yf, a next generation refrigerant, and started up 6 weeks after mechanical completion.
- As a *co-Founder and Executive*, built a portfolio of low carbon investments and developed new low carbon markets that has increased in value well into the \$B's, accomplished through active portfolio engagement, coaching, and leadership.

Named Inventor on over 20 US Patents, including several that have been successfully implemented and commercialized with business success

Invited speaker and panelist on Carbon Management topics

- Ex: COP25 in Madrid, COP26 in Glasgow, Climate Week 2021

Planning and Zoning Commissioner – Vice Chair, City of League City, TX (Jan 2005 to May 2008)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Secretary](#); [Marketing](#)  
**Subject:** Online Form Submittal: Application for Appointment to the Economic Development Corporation  
**Date:** Tuesday, August 6, 2024 2:22:31 PM

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## Application for Appointment to the Economic Development Corporation

### ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

#### PURPOSE

In 1992, the voters of Seabrook authorized the City to adopt a half-cent sales and use tax to pay for projects as authorized by Chapters 501, 502, and 505, Texas Local Government Code, and to pay for the principal and interest of bonds & other obligations issued to pay the costs of such projects. The Seabrook Economic Development Corporation (SEDC) was created to oversee the use of these tax monies to encourage and promote the City's economic welfare.

The SEDC comprises 5 members and 2 Council representatives serving 2-year terms.

#### REQUIREMENTS

Candidates must meet the following requirements to be considered for appointment:

- Having resided with the City of Seabrook for at least 12 months preceding appointment.
- Be a registered voter of the City of Seabrook.
- Have no felony convictions for which they have not been pardoned.
- Not be an adversary party to pending litigation against the City of Seabrook.
- Not be in arrears on any city taxes, utility service charges, or other obligations owed to the City of Seabrook.

#### APPOINTMENT

All appointments are made by and at the discretion of the City Council. Because vacancies may arise before the next regular appointment period, all applications are kept on file for 1 year.

#### QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

|       |              |
|-------|--------------|
| Name  | Amy Salmeron |
| Phone | 7132040826   |
| Email | [REDACTED]   |

*Please enter the address of your residence. All applicants must live within Seabrook City limits.*

|                                                                               |            |
|-------------------------------------------------------------------------------|------------|
| Street Address                                                                | [REDACTED] |
| City                                                                          | Seabrook   |
| State                                                                         | TX         |
| Zip Code                                                                      | 77586      |
| Are you a Registered Voter?                                                   | Yes        |
| How long have you been a resident of Seabrook?                                | 10         |
| Have you attended a meeting of the Seabrook Economic Development Corporation? | No         |
| Are you currently a member of the Seabrook Economic Development Corporation?  | No         |
| Have you previously served on a Seabrook board or commission?                 | No         |
| Have you ever served a full or partial term on Seabrook City Council?         | No         |

If you have served on a Seabrook board or commission please I have not served on a Seabrook board or commission

identify which ones.

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

No

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If you have served on a board or commission for another city or organization, please list them here.

Seabrook

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Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of a member of the Seabrook Economic Development Corporation??

No

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If you answered Yes or Uncertain to a potential conflict of interest, please explain

*Field not completed.*

---

What special skill or knowledge would you bring to the Seabrook Economic Development Corporation?

I have been in commercial construction for the past 25 years working all over US. I have been employed by general contractors, 7 years at an architectural firm writing specifications, and 14 years in the commercial door and hardware industry. I am well versed in business development and have worked with various contractors, architects and end users throughout my career. I believe I can bring a fresh set of eyes and information to the EDC including how Seabrook can become more green and sustainable.

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The Seabrook Economic Development Corporation is responsible for drafting an economic development strategy to bolster the business climate throughout the City as well identify strategies to coordinate

Im invested as a citizen in Seabrook. We need growth through small businesses and some chain and retail. Seabrook needs business development which to a lot of citizens, is lacking right now. I am acutely aware of the needs here in our town and would be ready to assist with providing any type of communication or relationship building with small business owners or larger investors.

public, private, and academic resources to develop and enhance business opportunities. What are your feelings on the importance of this role for which you are volunteering?

The Seabrook Economic Development Corporation determines which projects are to be funded with the sales tax allocated toward economic development in the City. Do you have a vision for what the business landscape should look like in the City of Seabrook? Should the Corporation focus on retail, restaurants, hotels, business/office functions or some a mixture of all?

I have a vision of small businesses such as mom and pop type owned shops which would include restaurants and retail. Seabrook would highly benefit from tourism and feeding off the the kemah visitors by way of small hotels, some chain restaurants, a better anchor grocery store and some low rise office. Mixed use would do well in Seabrook where living, shopping and work would be all inclusive.

Please provide any additional information you feel would be useful to the City Council in considering your application. A cover letter and/or resume may also be submitted with the application.

[AES resume-DHC04.doc](#)

Today's Date

8/6/2024

By submitting this application online, I hereby affirm that I am aware of the requirements for the

I Understand and Agree

position and certify that  
I meet those  
requirements.

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# Amy E Salmeron, CSI, CDT

CELL (713) 204-0826 • E-MAIL [REDACTED] LinkedIn: <https://www.linkedin.com/in/amy-e-salmeron-csi-cdt-49b9133/>

Commercial Door/Access Control Consultant / Specifications / Architectural Services Manager/Access Automation Consultant/Business Development Manager with 20+ years of experience in the Architectural / Manufacturing / Construction Industry specializing in various commercial and government Facilities including - Class A Office, Highrise Residential, Laboratories, Data Centers, K12 and University, Healthcare, Airports, Stadiums and Large Warehouse Projects.

- Sales Development
- Relationship Builder
- Educator/ Product Evangelist
- CRM Catalyst
- Product Knowledge Leader
- Design Assistance
- Specification Writing
- Content Creator
- Motivational Speaker
- Account Management

Experienced Business Development Representative cultivating strategic relationships within the AEC / End User / Security community through consultative sales supporting these practices and further developing project and standards specifications.

University of Houston - **Bachelor of Science**

**Territory Aftermarket Sales (Doors, Hardware and Automatics)** **MAY 2023 / PRESENT**  
*DH Pace, Houston, TX, Remote*

- Create market awareness within territory through on-site visits with potential customers (end users) (Medical Center, SE Houston, Beaumont, Lake Charles).
- Identify new opportunities through social engagements in BOMA and IFMA.
- Assess customer requirements and identify unique needs at targeted accounts.
- Develop and implement business plans to support territory objective.

**Regional Architectural Consultant** **DEC 2022 / APRIL 2023**  
*INOX by Unison Hardware, CA, Remote*

- Grow demand through marketing and generate brand awareness.
- Leverage existing client relationships for specification inclusion.
- Creation and delivery of targeted continuing educational programs.
- Developed and managed CRM accounts

**National Architectural Services Manager** **FEB 2017 / DEC 2022**  
*Dormakaba USA, Reamstown PA, Remote*

- Grew US national market share for entrance systems from 5% to 8%.
- Develop strategies to address the opportunities while considering our products

and services as to how they may align with potential clients. Educated architects with consultative design assistance in congruence with code and technical support while establishing dormakaba as basis of design.

- Secured multiple project specifications through writing, substitution requests and new and existing relationships.
- Work closely with sales team in all 28 branch markets to provide project management assistance and support architectural firms in and after bidding stage.
- Strategic account and territory planning to provide increased market share growth by representation and consultation with colleagues, architects, end users, national trade shows and industry associations. Drove segment crossover within company as well as educating other sales teams in entrance systems and physical access security systems.

#### **Architectural Sales Representative**

**MAR 2016/ FEB 2017**

*Bautex, San Marcos TX, Remote*

- Business Development and consulting within the architectural, construction and building industry.
- Prospecting and data mining contacts within the architectural, general contractor, structural engineering, and design build communities. Seeking new projects within territory in Schematic Design and follow through with sales process including estimating, bidding, and project progress.
- Deliver technical sales presentations to prospective clients; develop, submit proposals and responses to RFI/RFP's issued by prospective clients.

#### **Door Opening Consultant**

**SEPT 2011/ MAR 2016**

*ASSA ABLOY, New Haven, CT, Remote*

- Develop sales by managing A&D firms through project review, code review and walkthroughs. Grow with sales team to meet the objectives of our territory strategic market plan.
- Generate new accounts and drive incremental sales at existing accounts and projects.
- Self-growth with a team of colleagues in meeting the corporate objectives of ASSA ABLOY's strategic plan and driving sales for the account-based territory.
- Top Door Hardware Sales and Door openings Count in territory 2013, 2014, and 2015, out of 3 architectural consultants. Sales exceeded 4% of gross territory sales. Opening count goal was 12000 openings per year; Successfully succeeded that by finishing each year with 21000+ openings.
- Top 3 Nationally in Door Opening Count for 2014, out of 100 consultants throughout the country, ranked No. 3 finishing with 25000+ openings.

#### **Specification Writer/Coordinator**

**NOV 2004/ AUG 2011**

*PBK Architects, Houston, TX*

- Product research given client parameters, budget, and code restrictions. Development of Firmwide Architectural Specifications, using CHPS and LEED requirements.
- Writes technical descriptions specifying material qualities and properties, utilizing knowledge of material standards.
- Project experience includes Conroe ISD Stadium and Natatorium, Katy ISD HS No. 7, Dickinson ISD Sam Vitanza Stadium, CAP - Citizens for Animal Protection, Tomball ISD Administration Building, Marathon Petroleum LLC, Texas A&M University - Penberthy Field Addition, PETEX - The University of Texas Petroleum Extension Service.



*PROFESSIONAL AFFILIATIONS*

Construction Documents Technologist - Member No. 1476517

Construction Specification Institute – Houston/Dallas Chapters – Member No. 1476517

Vice President Public Services – Houston Chapter C.S.I. (2021-2022)

BOMA Member

IFMA Member

ASIS

SIA

Application Form

Information

Which Boards would you like to apply for?

Economic Development Corporation: Submitted

Profile

Michelle Brown  
First Name Last Name

[Redacted]  
Home Address

Seabrook TX 77586  
City State Postal Code

[Redacted]  
Email Address

Home: (409) 444-2747  
Primary Phone

Knack RCM Vice President of Transformation  
Employer Job Title

Candidate Requirements

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

8 years

Are you registered to vote in the City of Seabrook?

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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## **Experience**

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

☐ Yes ☒ No

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

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

Question applies to Economic Development Corporation

**Have you attended a meeting of the SEDC?**

☒ Yes ☐ No

Question applies to Economic Development Corporation

**Are you currently a member of the SEDC?**

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☒ No

Question applies to Economic Development Corporation

**Are you familiar with the City's Comprehensive Master Plan and zoning ordinance? \***

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☒ Somewhat

Question applies to Economic Development Corporation

**In your view, how should the EDC's funding priorities align with the City's broader development goals?**

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The Economic Development Committee's funding priorities should align directly with the City's broader goals for growth and improvement. I believe the EDC should fund projects that bring in industries aligned with the Master Plan, but also look beyond just industrial or energy sectors. We need to diversify so we're not overly reliant on any one business sector. In my opinion, it's also essential to invest in practical infrastructure upgrades, like cleaning up key corridors, to make space for new growth. And above all, I think we need to prioritize small business support, because local ownership strengthens our neighborhoods and brings life back to areas that need it.

Question applies to Economic Development Corporation

**Part of the roles as an EDC member is to work with partnering agencies. Could you share your experience with some of your current or past community connections? (Check all that apply) \***

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- ☒ Local small/large business owner
- ☒ Corporate executive (non-local HQ)

Question applies to Economic Development Corporation

**Please list any professional experience or expertise that would support the mission of the Seabrook EDC. \***

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- ☒ Marketing, PR, tourism, or retail
- ☒ Technology, transportation, energy, or utilities
- ☒ Healthcare, HR, or social services
- ☒ Entrepreneurship or consulting

Question applies to Economic Development Corporation

**What special skill or knowledge would you bring to the Seabrook Economic Development Corporation? You may also use this space to expand on any selections from the previous two questions.**

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I'm a strategic, no-nonsense leader with over 30 years of experience driving operations, transformation, and performance improvement across Fortune 100 and 500 companies. I also own a successful business consulting firm, where I help organizations scale smartly, simplify complexity, and deliver real results. Beyond the corporate world, I've co-founded four small businesses and helped turn around three others from near closure to sustained profitability, giving me a deep, hands-on understanding of the challenges entrepreneurs face, especially in evolving local markets. My commitment to Seabrook's business community runs deep. I have been volunteering to help local business owners. That engagement has enabled me to see, firsthand, the grit and potential of our small business ecosystem. I am committed to building strong businesses and even stronger communities. I believe in thoughtful growth, practical solutions, and collaboration that leads to lasting impact. I'm excited about the opportunity to contribute to Seabrook's continued progress and work alongside others who share a vision for a vibrant, inclusive future.

[Redacted]

Upload a Resume

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

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☒ I Agree

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[Redacted]

[Redacted]

☒ [Redacted]

[Redacted]

☒ [Redacted]

[Redacted]

☒ [Redacted]

[Redacted]

☒ [Redacted]

# Michelle Brown

Houston, Texas

409-444-2747

[www.linkedin.com/in/michellebrown](http://www.linkedin.com/in/michellebrown)

## Professional Profile:

Accomplished operations leader with over thirty years of diverse experience driving efficiency, growth, and exceptional customer experiences across various industries, including healthcare, financial services, transactional processing, customer service, business consulting, big box retail, logistics, and supply chain management. Demonstrated expertise in developing, prioritizing, and executing strategic operating plans that align with organizational goals and objectives. Proven record of improving operational processes, enhancing service delivery, and fostering a culture of continuous improvement. Adept at leading cross-functional teams and leveraging data-driven insights to make informed decisions contributing to organizational success. Committed to delivering unmatched value to customers while optimizing resources and maximizing profitability.

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## Core Competencies:

Operations Leadership | Lean Six Sigma | Scrum Master | Business Strategy Design | Customer Experience | Contact Center Operations | Balanced Score Card Design | Program Design and Management | Technology Integration | Operations Standardization | Results Driven | Collaborative Leadership | Training and Mentoring

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## Professional Experience:

### Centric Consulting and Sholar Brown Performance Solutions, LLC

#### National Process Excellence Practice

2016- present (variable dates)

- Specializing in operational design for new business startups, mergers/acquisitions, and business transformation. Combined YOY value: 12M- revenue and cost
- Led multiple large-scale business transformation projects that have linked business process improvements to technology solutions and organizational change.
  - B2B and B2C client engagements included: Process definition, standardization, optimization, and automation for the following processes: "Lead to Order," "Order to Cash," "Procure to Pay," and "Order to Delivery." Additional projects include: "Recruit to Onboard," "Customer Inquiry to Resolution" (Call Center and Warranty/Customer Complaints), and "Product Development to Launch."
  - Technology solution selection and processing optimization projects included: ERP, eCommerce, Salesforce, Process Automation (Workflow and RPA), and Warehouse/Inventory Management
- Defined and documented current state process(s) and workflow leveraging Root Cause and Waste analysis, facilitated Kaizen and Future state design workshops.
- Facilitated organizational strategy development workshops leveraging SWOT and Hoshin Planning methods.
- Conducted assessments of enterprise architecture to define capability gaps and risks
- Designed and implemented prioritized roadmaps that enabled leadership to move from strategy to execution.

### Amazon Pharmacy

#### Regional Fulfillment Site Leader- West Region

2022-2023

- Responsible for leading four Amazon Pharmacy fulfillment centers, ~350 clinical and operational associates, and a combined fill/ ship volume of over 95k prescriptions per week, ~12.5M in inventory per site.
- Operational improvements included increasing Top-Line Total Packets Per Hour (TPH) from 16.6 to 18.6, Packet TPH from 29 TPH to 30.8, Bulk TPH from 22.1 to 26.3, and refrigerated medications TPH from 7.2 to 10.7. Reducing Indirect Spending from 40% to approximately 34% (as a combined network goal).
- Improved site-level fulfillment productivity by 18% by reducing machine downtime and manual processing. Improved medication dispense automation from 78% to 87%; improved manual tray fills from 32.5 fills per hour to 42 fills per hour; improved shipments per hour per FTE from 23 to 45. Reduced production backlog from 7.2 days to a steady state of 3.5 days. Improved medication packet builds from 35 units per hour per FTE to 60 per hour per FTE.
- Mentored three lead pharmacists to Lean Six Sigma certification. Projects resulted in quality and productivity improvements that included a 60% reduction in false positive evaluations for medication debris (improved First Time Yield) and a decrease in automation errors that reduced packet repair rates from 1.08 to .38



- Reduced medication fill dwell time (order to ship) by 69% from 12 hours to a steady state of 4.4 hours, with the lowest dwell time being 1.2 hours for bulk fill prescriptions.
- Improved Critical Pull Time success rates and time lost because of inventory holds by leveraging only lean flow techniques. Results from 86.75% to 93.83% of all orders achieved CPT success. Reduced hard stop downtime by 67% from 9200 defects to 3500 defects monthly.

## **Village MD**

### **Vice President of MSO Shared Services and Customer Contact Center**

**2020-2022**

- Designed, launched, and led five MSO Shared Services operations. Operations scaled from supporting ~600 employees/physicians and 135 clinics in 2021 to ~2,100 employees/physicians and ~300 clinics in Q1 2022. Shared Services operations scaled from ~130 associates to ~400 and a 35M budget within 12 months.
- Led Shared Services organizational maturity from "Launch" to "Stabilization" within 12 months.
- Designed, launched, and led a multi-market Customer Service Contact Center that supported 180 clinics across nine markets, accepting 42k calls per week and supported by over 350 associates.
- Designed and implemented Avaya telephony platform that integrated Chat, Salesforce CRM (Gen 1), web-based scheduling, Workforce management, quality, and escalation management. Effectively scaled call volume capacity from 22k weekly calls to over 42k within nine months. Reduced Cost Per Call by \$3.50, resulting in over 6M in Year 1 cost savings.
- Implemented a Workforce Management monitoring system that enabled the organization to scale from 120 FTE in a single location to over 330 FTE within multiple remote and onsite locations.
- Improved "Service Level" from 49% to 83%; decreased "Average Speed to Answer" from 109 seconds to 14 seconds; reduced customer escalation resolution TAT from 22 days to 3 days; improved call quality scores from 84% to 89% while increasing call quality monitoring sample size by 3x
- Established a "Center of Excellence" that created multiple training programs (new hire, refresher, and remediation) for Shared Services associates. Over 500 work instructions and operational protocols were created within nine months and were leveraged over 550k times.
- Improved MoM Annual Wellness Visit scheduling from ~880 scheduled encounters per month to over 2200 scheduled encounters per month without adding FTE.
- Designed end-to-end Specialist Referral management operations that included: Cross-functional process definition, technology enablement (solution selection), and BPO support. Interim results: Increased capacity from 1k Referrals per month supporting 25 clinics to 14k Referrals processed per month for 65 clinics.
- Enabled "straight-through processing" methods for patient Referrals at "time of service." Result: Reduced volume by 33% while improving patient satisfaction because of reduced wait time. Reduced TAT for STAT referral processing from 72 hours to 24 hours. Reduced Specialist network referral leakage by 30% (Cardiology cohort)
- Credentialing Transformation: Consolidated multiple databases into a single source of truth and designed a workflow management tool that improved credentialing processing capacity from ~10k opportunities to credential and enrolled a provider to ~27k opportunities. Reduced Provider enrollment cycle time by 25% and eliminated over 3.8M in held claims, and reduced timely filing write-offs by 18%
- Additional Credentialing transformation results included: Development of a secure "single source of truth" repository for all document storage, standardization of document retention rules that align with regulatory requirements, defined data structure and migration rules between technology systems, creation of data reconciliation protocols, validation standards, and daily operational reporting to support work prioritization and adherence to regulatory requirements
- Designed and implemented a delegated health plan onboarding roadmap, including database scorecards and project plans. Fifteen delegated services and six Direct Contracting Entities (DCE) were successfully onboarded within 12 months of the new program launch.
- Designed claims processing operations to include configuring and implementing a claims processing system that processed over 550K claims within ten months. This processing capability enabled the effective implementation of six Direct Contract Entities (DCE) and two delegated Health Plans

## **ACCRETIVE HEALTH- R1 RCM**

### **Vice President of Process Excellence: Front-End Revenue Cycle and Patient Experience**

**2013-2016**

- Responsible for leading a team of consultants that standardized, optimized, and automated patient access activities and transactional processing from "Order Intake" to "Discharge Not Final Billed" across ~60 hospitals. Product design leader for Patient Access technology requirements: Order intake, Medical Necessity verification, Pre-registration, Patient check-in, updated data capture, scheduling, prior authorization, and denials management.

- Created work cell design and patient flow process (s), improving financially cleared Pre-Registrations from 90% to 99% < within two months. Increased Pre-Registrations per FTE from 46 to 65 and reduced Patient Reduced Wait Time from an average of 13 minutes to 6 minutes. Improved Patient Sat scores from 85%-96%, reduced Registration time from 13 minutes to eight minutes per transaction, and reduced cost per transaction by \$5.00
- Increased Pre-Registration capacity by 90% while reducing FTE requirements by .5. Reduce Authorization Denials of CPT codes by 50% per CPT group and 80% reduction by defect category. Improved ED Financial Screening Rates by 85% while improving alternate funding source outcomes by 34%, improved point-of-service Collections -Deferred savings by \$1.4M and 24% improvement in cash collected per encounter, Improved DNFB from ~7.2 days to ~5.1 days and \$4.5M in backlog billing.
- Front-End Model Line Redesign: Cost out 1.3M - Improved Point-of-Service Registrations from three per hour to ~10 within four months. Improved Net Promoter Score by 60% for "Patient Experience and Delivering Value."
- Improved Net Promoter Score by 60% for "Patient Experience and Delivering Value."
- Created end-to-end and front-end-focused metrics to measure all hospital performance in a rack and stack method to identify best practices, entitlement, and improvement opportunities.

**UNIVERSAL AMERICAN**  
**Vice President of Corporate Performance Improvement**  
**2010-2013**

- Managed twenty-five associates with a \$1.7M budget across four teams: Metrics and Reporting, Operational Quality and PMO, Operational Excellence, and Customer Experience Program Management
- Lead OpEx projects that delivered ~\$5.6M in combined savings within 18 months; 30 leaders were trained in OpEx and delivered ~\$2.9M in savings; over 40% of the workforce was trained on OpEx fundamentals and within 12 months of program launch the program delivered over 750k in savings.
- Created a quality testing program that eliminated Annual Communication errors and reduced CMS ERRATA for the 2013 annual enrollment season from ~25 to zero.
- Reduced CTM member complaints and brought UAM from the lowest national performance rating to the national average within nine months of implementation. Reduced CTM Rate from 60.3 per 100k to 27.5 per 100k
- Optimized annual Chart Chase Strategy that resulted in a .15 lift to the 2013 Clinical STAR Rating

**KeyCorp**  
**Senior Vice President of Operations Excellence and Strategy**  
**2008-2010**

- Responsible for establishing, creating, and leading four operational functions within Consumer Credit Risk Operations, including Compliance/Audit, Strategic Sourcing and Vendor Relations, Process Improvement and Operational Strategy, and Strategic Project Management and Finance, in addition to the development and oversight of a \$26.6M budget.
- Led the organizational Maturity from "Launch" to "Stabilization" within 24 months.
- Improved OCC ratings from "Less than Satisfactory" to "Fully Satisfactory" within nine months
- Developed pricing and supplier strategies that effectively fulfilled operational requirements and optimized future state business performance. Estimated Cost Savings 8M.
- Developed and administered White Belt- and Green Belt-Level Lean Six Sigma training content. Within 12 months - 200 frontline associates received the eight-hour White Belt training, with a 30-day retention score of 80%; 30 Executive- and mid-level leaders received two-week Green Belt training. Wave 1 certification (15 candidates) with savings +\$1.2M Transformed financial reporting into transactional/cost-for-services model, which allowed for economic measurement and expense management at the process level.
- Developed and implemented a "Bright Ideas" program to engage frontline associates in ongoing process improvement efforts. Within five months, this program had saved ~\$350K, and within 12 months, it had saved over \$2.4 million.
- Facilitated annual operations strategy (Hoshin Planning) development workshops, including the identification of technology, compliance, and process improvement projects to execute against that strategy.

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**Education and Certifications:**

**Bachelor of Science- Criminology**  
**Lean Six Sigma Master Black Belt**  
**Kaizen Facilitator for Rapid Improvement**  
**Balance Score Card Trainer**  
**Certified Scrum Master**

**Florida State University**  
**George Group**  
**International Standards for LSS**  
**Balanced Scorecard Institute**  
**SSGI**



## *Agenda Briefing*

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**Date of Meeting:** September 2, 2025

**Responsible Department:** City Manager's Office

**Presenter:** Michael Gibbs, Director of Finance

**Briefing Prepared By:**

**Strategic Focus Area:** CITY SERVICES

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**General Information:**

Consider and take all appropriate action to acknowledge receipt of the Certified Appraisal Roll from the Harris County Appraisal District (HCAD).

**Executive Summary / Background:**

In accordance with the Texas Truth in Taxation requirements outlined in Chapter 26 of the Texas Tax Code, the City of Seabrook must base its property tax rate calculations on the certified appraisal roll issued by the Harris County Appraisal District (HCAD).

The certified appraisal roll represents the final valuation of all taxable property within the City limits for the current tax year. This document is necessary to determine the No-New-Revenue Tax Rate and the Voter-Approval Tax Rate, and it must be received prior to initiating the rate-setting process and publishing required notices.

As part of the Truth in Taxation process, the City Council is required to formally acknowledge receipt of the certified appraisal roll. Upon acknowledgment, staff will proceed with the required calculations and prepare notices in compliance with all statutory deadlines.

**Funding / Fiscal Information:**

**Supporting Materials Attached:** None

**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.



## *Agenda Briefing*

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**Date of Meeting:** September 2, 2025

**Responsible Department:** City Manager's Office

**Presenter:** Michael Gibbs, Director of Finance

**Briefing Prepared By:**

**Strategic Focus Area:**

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**General Information:**

Consider and take all appropriate action on the approval to accept the 2025 No New Revenue (NNR) and Voter Approval Rates (VAR) into the official record, as calculated in accordance with Texas Tax Code.

**Executive Summary / Background:**

To inform City Council of the statutory requirement to calculate the No-New-Revenue Tax Rate (NNR) and the Voter-Approval Tax Rate (VAR) as part of the Texas Truth in Taxation process, and to request Council's formal acceptance of these calculated rates.

**Funding / Fiscal Information:**

**Supporting Materials Attached:** None

**Prior Action / Review by Council, Boards, Commissions:**

**Staff Recommendation:**



## *Agenda Briefing*

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**Date of Meeting:** September 2, 2025

**Responsible Department:** City Manager's Office

**Presenter:**

**Briefing Prepared By:**

**Strategic Focus Area:**

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**General Information:**

Consider approval for Proposed 2025 Property Tax Rate and call Public Hearing on September 25, 2025. A record vote is required.

**Executive Summary / Background:**

**Funding / Fiscal Information:**

**Supporting Materials Attached:** None

**Prior Action / Review by Council, Boards, Commissions:**

**Staff Recommendation:**



## *Agenda Briefing*

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**Date of Meeting:** September 2, 2025

**Responsible Department:** City Manager's Office

**Presenter:**

**Briefing Prepared By:**

**Strategic Focus Area:**

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**General Information:**

Consider approval of the Proposed Fiscal Year 2025-2026 Budget and calling Public Hearing on September 25, 2025. A record vote is required.

**Executive Summary / Background:**

**Funding / Fiscal Information:**

**Supporting Materials Attached:** None

**Prior Action / Review by Council, Boards, Commissions:**

**Staff Recommendation:**



## *Agenda Briefing*

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**Date of Meeting:** September 2, 2025

**Responsible Department:** Emergency Services

**Presenter:**

**Briefing Prepared By:**

**Strategic Focus Area:**

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**General Information:**

Consider and take all appropriate action on a 1-year contract extension agreement between the City of Seabrook and Hydradry Inc. for post-disaster restoration and recovery services, and authorize the City Manager to execute the contract.

**Executive Summary / Background:**

**Funding / Fiscal Information:**

**Supporting Materials Attached:**

1. Seabrook Contract Extension HydraDry
2. Hydradry\_Primary Disaster Recovery\_2021

**Prior Action / Review by Council, Boards, Commissions:**

**Staff Recommendation:**





This Contract Extension Agreement (the “Extension Agreement”) is made and entered into as of **September 1, 2025**, by and between:

**Hydradry Inc.**, a corporation, located at 8200 Northwest Parkway North Richland Hills, Texas 76182

and

**City of Seabrook**, a municipal corporation, located at 1700 First Street, Seabrook, Texas 77586.

### **RECITALS**

WHEREAS, the parties entered into a Post Disaster Restoration and Recovery Service Agreement 2021-09, dated September 1, 2021 (the “original Agreement”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Extension of Term:** The Term of the Original Agreement is hereby extended for an additional period of 12 months, commencing on September 1, 2025 and expiring on August 31, 2026.
2. **Terms and Conditions:** Except as expressly modified by this Extension Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect during the extended Term.
3. **Scope of Services:** The Service Provider agrees to continue providing the Disaster Restoration and Recovery Services as described in the Original Agreement during the Extended Term. Any modifications to the scope of services must be agreed upon in writing by both parties.
4. **Compensation:** The compensation terms outlined in the Original Agreement shall continue to apply during the Extended Term. Any changes to the compensation or payment terms must be documented in a written amendment signed by both parties.
5. **Miscellaneous:**
  - **Entire Agreement:** This Extension Agreement, together with the Original Agreement, constitutes the entire agreement between the parties with



respect to the subject matter hereof and supersedes all prior agreements and understandings.

- **Governing Law:** This Extension Agreement shall be governed by and construed in accordance with the laws of the State of TEXAS.
- **Counterparts:** This Extension Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension Agreement as of the day and year first above written.

Hydradry Inc.

By: Brittany R. Joubert, VP  
Authorized Representative, Title

City of Seabrook

By: \_\_\_\_\_

Gayle Cook, City Manager

## **Post Disaster Recovery/Restoration Contract**

This CONTRACT ("Contract") is entered into by and between Hydradry Inc. ("Contractor"), located at 8200 Northwest Parkway North Richland Hills, Tx. 76182 and City of Seabrook ("City"), a municipal corporation, located at 1700 First Street, Seabrook, Texas 77586 on the date set forth below.

### **Terms:**

**1. Scope of Services:** In the event of a disaster, Contractor agrees, as Primary Contractor to furnish the City with disaster restoration and recovery services as outlined and priced within the Proposal submitted in response to Seabrook Request for Proposal 2021-09 Disaster Restoration and Recovery Services, attached hereto. The Contractor shall comply with all city, state and federal laws and regulations.

**2. Term and Termination:** The term of this Contract shall be for three (3) years from the execution date. The Contract may be renewed for two (2) additional one (1) year terms with the mutual consent of both parties, not less than 60 days prior to the expiration of the initial Contract.

The Contract will not automatically renew. The Contractor shall perform in accordance with the terms and conditions of the Contract. Charges of poor performance shall be documented by the City and submitted to the Contractor for corrective action. If Contractor fails to timely take corrective action or if continued poor performance is determined by City, this will be deemed a breach of these specifications and shall be the cause for immediate termination of the Contract. Notwithstanding anything herein to the contrary, the City of



Seabrook and/or Contractor reserves the right to terminate this contract for any reason by notifying the other party in writing thirty (30) days prior to the termination date.

If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of the Contract shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of the Contract.

3. **Escalation Clause:** The City acknowledges the fluctuating nature of prices, especially for fuel. Therefore in the case of gasoline and diesel fuel prices only, unit prices may be surcharged upward or downward on a weekly basis, based on the local prevailing market prices for fuel as long as the Contractor provides adequate documentation to support the increase in fuel cost. Furthermore, the fee schedule unit prices may be adjusted upward or downward, on the contract anniversary date, based on the United State Department of Labor, Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers or as mutually agreed to by both parties.
4. **Termination for Cause:** Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law the City, upon giving the Contractor five (5) calendar days prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:
  - (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of

any proceeding commenced under any statute or law for the relief of debtors; or

(2) If a receiver trustee or liquidator of any of the property or income of the Contractor shall be appointed; or

(3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

(4) If the Contractor shall fail to remedy any default within ten (10) days after written notice thereof from City; or

(5) If the Contractor commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

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

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



6. **Compensation:** Contractor shall be paid for the services, as set forth in the Proposal submitted in response to Seabrook Request for Proposal 2021-09 Disaster Restoration and Recovery Services, attached and incorporated for all purposes. Notwithstanding anything herein to the contrary, in case of conflict between Contractor's response to the subject Request for Proposal, and this Contract, and/or the City Request for Proposal 2021-09, this Contract and the City Request for Proposal shall control. The City shall pay Contractor in accordance with the Texas Government Code 2251 and any other applicable state or federal regulations. Contractor must timely submit invoices for all services. Payment for delivery of services rendered shall not be unreasonably withheld or delayed.

Contractor shall submit invoices directly to the City or to the authorized Monitoring Firm, as instructed by City in the Notice to Proceed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City. All invoices must be emailed to accounts payable, [payables@seabrooktx.gov](mailto:payables@seabrooktx.gov) or mailed to:

City of Seabrook  
Attn: Accounts Payable  
1700 First Street  
Seabrook, TX 77586

7. **Insurance:** The Contractor shall keep and maintain during the term of this Contract, a comprehensive general liability policy, with the City named as Additional Named Insured, with limits of:

- |                           |                              |
|---------------------------|------------------------------|
| 1. General Aggregate      | \$1,000,000.00               |
| 2. Contractor's Liability | \$500,000.00                 |
| 3. Bodily Injury          | \$500,000.00                 |
| 4. Property Damage        | \$500,000.00                 |
| 5. Workers Compensation   | Requirements Per Texas State |

Law

providing the required coverage shall be authorized under the laws of the State of Texas to underwrite insurance and be acceptable to City.

8. **Bonds:** Prior to issuance of Notice to Proceed, Contractor shall provide payment and performance bonds for the entire estimated cost of restoration and recovery for the disaster event, in standard forms for this purpose and companies authorized under the laws of the State of Texas to act as surety on the subject bonds for principals, guaranteeing faithful performance and payment to all persons supplying labor and materials or furnishing the Contractor any equipment in the execution of the Contract. It is specifically stipulated and agreed that the Notice to Proceed shall not be in effect until such performance and payment bonds are furnished and approved by the City. Such performance bond shall expressly provide that the principal and surety shall be liable to the City for the full amount of such performance bond, thereby agreed upon and admitted as the amount of the damages to be suffered by the City on account of the failure of the proposer to so comply with the terms of his proposal.

9. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to



City of Seabrook employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Contract, and shall not be reimbursed by the City for such expenses except as otherwise provided in this Contract.

10. **Confidentiality:** During the course of the work and/or services to be provided under this Contract, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Contract and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Contract shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Contract or the engagement of Contractor without the prior written approval of the City.

11. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Codes and Rules, including



but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

12. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Contract. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Contract and is authorized to execute this Contract according to its terms on behalf of Contractor.
13. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Contract. Contractor warrants that all services performed under this Contract shall be performed consistent with generally prevailing professional or industry standards.
14. **Non-Transferable Contract:** The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger,

consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is not subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

15. 16R Conflict of Interest: Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Contract.
16. 17UR INDEMNIFICATION: THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED



MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY.

THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

17. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the Contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
18. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate.

**State Auditor:** Contractor understands that acceptance of funds under the Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

19. **Jurisdiction:** Any disputes under this Contract shall be brought in a court of competent jurisdiction exclusively in Harris County, Texas and governed by Texas law.



20. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.
21. **Changes to Contract:** Any changes made to this Contract must be reasonable for the completion of the project scope, made in writing and agreed to by both parties. Changes include but are not limited to extending the term of the Contract and any alterations to the method of work and prices.
22. **Entire Contract:** This Contract contains the entire Contract between the parties and supersedes all prior Contracts, arrangements, and understanding, oral or written between the parties relating to this Contract. This Contract may not be

modified except by mutual written Contract of the parties executed subsequent to this Contract.

23. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Contract and payments pursuant to the Contract and acknowledges that the Contract may be terminated, and payment withheld if this representation is inaccurate.
24. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of Seabrook and is current on all taxes owed to the City of Seabrook. Contractor agrees that any payments owing to Contractor under the Contract may be applied directly toward any debt or delinquency that Contractor owes the City of Seabrook regardless of when it arises, until such debt or delinquency is paid in full.
25. **Products and Materials Produced in Texas:** If Contractor will provide services under the Contract, Contractor covenants and agrees that in performing its duties and obligations under the Contract, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
26. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Contract will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.



27. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
28. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Contract are declared to be severable. The Parties may mutually agree to renegotiate the Contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
29. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Contract, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.



30. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Contract by City nor any other conduct, action or inaction of any City representative relating to the Contract is a waiver of sovereign immunity by City.
31. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Contract and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Contract on behalf of City.
32. **Non-Waiver:** No covenant or condition of this Contract may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
33. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Contract Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Contract.
34. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

**[Remainder of page intentionally left blank -signature block on next page].**

Executed this XXth day of XXXX, XXXXX.

Hydradry Inc - "Contractor"

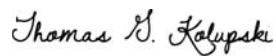


Title/Authorized Representative

Elizabeth Rodriguez

Bid Analyst

CITY OF SEABROOK - "City"



Thom Kolupski, Mayor

Attest:



Robin Lenio, City Secretary

**SPECIAL ADDENDUM**  
**Federal Contract Provisions and Certifications**  
**2 CFR PART 200**  
**Appendix II**

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

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

**1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted



amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does Vendor agree? YES ER Initial of Authorized Company Official

## 2. **Termination for Cause and Convenience:**

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

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

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

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

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

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

Does Vendor agree? YES ER Initial of Authorized Company Official



### **3. Equal Employment Opportunity:**

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

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

rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The Vendor/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Vendor/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Vendor/Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the



event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Does Vendor agree? YES ER Initial of Authorized Company Official

**4. Contract Work Hours and Safety Standards Act:-**

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such

individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

Does Vendor agree? YES ER Initial of Authorized Company Official

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

Clean Air Act



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

#### Federal Water Pollution Control Act

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



\$150,000 financed in whole or in part with Federal assistance provided by FEMA."

Does Vendor agree? YES ER Initial of Authorized Company Official

**6. Debarment and Suspension:**

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of sub recipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision

requiring such compliance in its lower tier covered transactions.

Does Vendor agree? YES ER Initial of Authorized Company Official

7. **Byrd Anti-Lobbying Amendment**

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

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

Does Vendor agree? YES ER Initial of Authorized Company Official

8. **Procurement of Recovered Materials:**

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



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

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

Does vendor agree? YES EL Initial of Authorized Company Official

9. **Additional FEMA Requirements**

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

Does Vendor agree? YES EL Initial of Authorized Company Official

b) Access to Records

The following access to records requirements apply to this contract:

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

Does Vendor agree? YES E.R. Initial of Authorized Company Official

c) DHS Seal, Logo, and Flags

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

Does Vendor agree? YES E.R. Initial of Authorized Company Official

d) Compliance with Federal Law, Regulations and Executive Orders

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

Does Vendor agree? YES EL Initial of Authorized Company Official

e) No Obligation by Federal Government

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

Does Vendor agree? YES EL Initial of Authorized Company Official

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

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

Does Vendor agree? YES EL Initial of Authorized Company Official

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



Company Name: Hydradry Inc.

Print Name of authorized representative:  
Elizabeth Rodriguez

Signature of authorized representative:

Elizabeth Rodriguez

Date: 09 / 01 / 2021



## *Agenda Briefing*

---

**Date of Meeting:** September 2, 2025

**Responsible Department:** Public Works

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

**Briefing Prepared By:** Brian Craig

**Strategic Focus Area:** QUALITY OF LIFE

---

**General Information:**

Consider and take all appropriate action on an updated proposal between the City of Seabrook and Landmark Aquatic for the Pelican Bay Renovation and Aquatic Design in an additional design amount of \$24,480.00. This item is part of the 2025 Bond Program.

**Executive Summary / Background:**

City Council approved the original Landmark Aquatic proposal for pool design, permitting and construction administration for the amount of \$79,560 at the June 17, 2025 Council meeting.

For a more complete project, staff asked for the additional services below:

- Landscape design and construction documents for \$18,200
- Structural/MEP services for \$6,280

Total design project will be \$104,040.

**Funding / Fiscal Information:**

CIP PROJECT P24 - PELICAN BAY MUNICIPAL POOL FACILITY:  
2025 Bond Program \$4,000,000.00 and additional \$519,200 in the CIP Fund

**Supporting Materials Attached:**

1. Pelican Bay Aquatic Design Proposal 2

**Prior Action / Review by Council, Boards, Commissions:**

May 2025 - Bond Proposition Passed

June 17, 2025 - City Council Meeting to approve a proposal for the pool design components in the amount of \$ 79,560.00

**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.

# LANDMARK AQUATIC

## ADDITIONAL SERVICES

### LANDSCAPE DESIGN AND CONSTRUCTION DOCUMENTS

As part of the design process, this task includes coordination, design, and preparation of construction documents for a landscape design that will be jurisdictional requirements and owner intent. The Design Team will follow a typical submittal and CD submittal schedule. Our scope includes the following landscape architecture plans, details, notes, and specifications:

#### Construction Documents –

- Landscape Planting Plans - A detailed planting plan that delineates the proper placement of landscape features and plant materials will be prepared to identify the proper species, sizes and methods for establishing a healthy, maintainable landscape.
- Landscape Irrigation Plans – A conceptual irrigation plan will be prepared to identify the placement for automatic irrigation zones as determined through discussions with the maintenance team to understand the existing system. This scope does not include inspection of the existing system to ensure functionality or product compatibility. This plan will be developed with information provided by the client.
- Landscape Planting and Establishment Details – The detail sheets will support the proposed improvements shown on the landscape related plans with appropriate notes and specifications to the installation contractor.
- Entry Pergola Plans and Details – Construction details for entryway pergola featuring a break-away design as determined by the coastal-zone requirements for structures.

#### EXCLUSIONS:

Our landscape architecture scope does NOT include the following items from the entry screening concept provided to the client in previous phases:

- Mural Wall Design– The landscape architect recommends contracting a local, experienced mural artist for the design and installation of the mural wall shown on the visioning concept already produced for the City of Seabrook.

| AQUATIC TASK                                          | LUMP SUM FEE |
|-------------------------------------------------------|--------------|
| Total for Landscape Design and Construction Documents | \$18,200     |

## AUTHORIZATION

This proposal may be accepted by executing this proposal. This proposal is valid only if authorized within thirty days from the listed proposal date. If an alternative contract is proposed additional delays may occur due to reviewing the contract. We appreciate the opportunity to provide this proposal and look forward to



# LANDMARK AQUATIC

working with you on this project. Please call the undersigned if you have any questions or comments regarding this proposal.

**LANDMARK AQUATIC**

**CITY OF SEABROOK**

BY: Stephen Seliskar

Stephen Seliskar  
Aquatic Engineer

BY: \_\_\_\_\_

Gayle Cook  
City Manager

DATE: July 29, 2025

DATE: \_\_\_\_\_

# LANDMARK AQUATIC

## ADDITIONAL SERVICES

### STRUCTURAL – By Landmark Aquatic Sub-Consultant

1. Prepare a demolition plan for the existing storage enclosure on the southeast side of the bathhouse to be repurposed as a shower area. Coordinate with other disciplines to adjust routing of the overhead electrical conduit in these areas.
2. Prepare construction documents and details for how the existing roof structure above the storage room being repurposed is to be supported.

### MECHANICAL - By Landmark Aquatic Sub-Consultant

3. Prepare construction documents and provide specifications for up to four (4) new shower fixtures in the area being repurposed on the southeast side of the bathhouse.
4. Provide specifications and coordinate with other disciplines for installation of new air conditioning units in the existing party room and upstairs lifeguard room.

| AQUATIC TASK                          | LUMP SUM FEE |
|---------------------------------------|--------------|
| Total for Structural/MEP Add-Services | \$6,280      |

## AUTHORIZATION

This proposal may be accepted by executing this proposal. This proposal is valid only if authorized within thirty days from the listed proposal date. If an alternative contract is proposed additional delays may occur due to reviewing the contract. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or comments regarding this proposal.

LANDMARK AQUATIC

CITY OF SEABROOK

BY: Stephen Seliskar  
Stephen Seliskar  
Aquatic Engineer

BY: \_\_\_\_\_  
Gayle Cook  
City Manager

DATE: August 28, 2025

DATE: \_\_\_\_\_

Brian Craig  
Public Works Director/City Engineer  
City of Seabrook, TX

June 09, 2025

Subject: City of Seabrook, TX – Pelican Bay Renovation, Aquatic Design Proposal

Dear Mr. Craig,

Thank you for the opportunity to provide a proposal for the aquatic design services for the proposed aquatic facility. The purpose of our services will be to provide the aquatic construction and permitting documents and construction administration. This proposal outlines our understanding of the project, our documents and proposed scope of services and provides a fee for our services. This proposal is valid for thirty (30) days.

## A. PROJECT INFORMATION

|                              | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Location</b>              | The project is located at the existing aquatic facility (Pelican Bay) located at 1109 Hammer St, Seabrook, TX 77586.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Proposed Improvements</b> | <p>Based on the aquatic facility assessment performed in 2024, conceptual design renderings reviewed by City Council, and subsequent correspondence on 05/20/25, it is proposed to demolish the existing Leisure and Lap Pools. A new Leisure Pool with zero-depth entry, children's play structure, and tanning ledge will replace the Leisure Pool and a new 6-lane 25-yard Lap Pool will be constructed. New mechanical, filtration, and chemical treatment systems will be provided.</p> <p>Landmark Aquatic Sub-Consultants will be responsible for an associated geotechnical survey, MEP and Civil engineering associated with the aquatics scope, and structural design of the pool shells and surge tank(s).</p> |

# LANDMARK AQUATIC

## B. SCOPE OF SERVICES

The Client (City of Seabrook, TX) retains the Consultant (Landmark Aquatic), for professional aquatic planning and design engineering consulting services to prepare construction documents for the pools for obtaining a construction permit and construct the swimming pools and associated aquatic mechanical and sanitization systems in conformance to the State of Texas Health and/or applicable Building Codes for Public Swimming Pools and Spas. The scope of the Consultant's services shall include:

### I. DESIGN DEVELOPMENT PHASE

One (1) Scheduled Site Visit

- A. Attend meetings with Client, Design Team and Owner Representatives via teleconference or web conference as required to determine and confirm desired aquatic programmatic features, filtration / chemical treatment system options, budget, code related items and aquatic points of coordination between the respective design consultants.
- B. Provide an overview of applicable codes, standards and laws related to the swimming pool design for coordination with the project team and client, including building codes, health code, ADA Accessibility Guidelines and Virginia Graeme Baker (VGB) Pool and Spa Safety Act.
- C. Provide recommendations for aquatic facility design and operation based on Consultant's 50+ year overall experience in design, construction, service and facility management.
- D. Review project Geotechnical Report to determine aquatic shell structural design parameters which impacts overall project construction budget.
- E. Prepare plan and sections of pools and spas in CAD format for confirmation of aquatic program.
- F. Confirm aquatic equipment for design of aquatic mechanical room. Provide product aquatic cut sheets or list for review and sign-off.
- G. Prepare preliminary plan of aquatic equipment room and chemical rooms showing pump, filters, and water chemistry equipment in CAD format. Indicate where electrical, plumbing, mechanical coordination items are located.
- H. Provide preliminary aquatic construction budget for review and present value engineering options for consideration, if required.
- I. Geotechnical Survey and Report – By Landmark Aquatic Sub-Consultant
  - 1. Scope of services include field exploration, laboratory testing, engineering report, and project delivery. Excludes environmental site assessment services.
  - 2. Borings shall be taken beneath or adjacent to the existing pool shells and decking.
  - 3. Geotechnical Engineer will remain under contract for the duration of the project and be consulted during structural design of the pool shells and decking.

### II. CONSTRUCTION DOCUMENT PHASE

Page 2 of 7



# LANDMARK AQUATIC

## No Scheduled Site Visits

- A. Attend meetings with Client, Design Team and Owner Representatives via teleconference or web conference as required for aquatic points of coordination between the respective design consultants.
- B. Prepare aquatic drawings (SP or AQ sheets) in CAD format based on the Manufacturer drawings and submit to Design/Construction Team following the drawing format indicated below. Refer to SECTION E – DESIGN TEAM COORDINATION for additional information relative to aquatic and design team scope.
  - 1. Aquatic Site Plan (building or site background from Client)
  - 2. Aquatic Demolition Plan
  - 3. Aquatic Plans and Sections
  - 4. Aquatic Details
  - 5. Aquatic Piping Plan and Details
  - 6. Aquatic Equipment Details
  - 7. Aquatic Systems Schematic
  - 8. Provide Aquatic Specifications on Plans
    - a) Swimming Pool Equipment
    - b) Swimming Pool Finish(es)
- C. Structural Design of Pool Shells and Surge Tanks – By Landmark Aquatic Sub-Consultant
  - 1. Prepare structural design construction documents for the pool and surge tank floor slab and walls.
  - 2. Specifications for the pool and surge tank poured-in-place concrete and pneumatically-applied-concrete.
  - 3. Coordinate pool deck structural documents with other disciplines.
- D. PLUMBING/CIVIL - By Landmark Aquatic Sub-Consultant
  - 1. If required in the project Geotechnical Report, the pool underdrain system design shall be by Civil for dewatering the area. Consultant shall provide a monitoring well to assist the Client for observing groundwater conditions prior to emptying pool for maintenance. Hydrostatic relief valves shall be specified by the Consultant in each pool main drain, but these relief valves are not the primary means of prevention of floating the pool shell.
  - 2. Consultant shall size pool wastewater tank / catch basin within the equipment room for periodic draining of pool and filter cleaning via an approved air gap. Plumbing and Civil shall be responsible for pool wastewater from the pit / holding tank to the appropriate sewer.

# LANDMARK AQUATIC

3. Consultant shall size and provide design for pool automated fill based on domestic water supply and backflow preventer provided by Plumbing/Civil.
4. Plumbing shall be responsible for drinking fountains, hose bibs and bathroom facilities per the Health Code. Consultant may recommend locations for hose bibbs in pool equipment room and on pool deck at no greater than 150-ft apart or as listed by the Agency.
5. Deck drain system selection and layout shall be the responsibility of Plumbing with Consultant guidance on location from pool and if applicable, area drain separation.

## E. MECHANICAL - By Landmark Aquatic Sub-Consultant

1. Consultant will size and specify (if desired) natural or propane gas-fired pool heaters. Mechanical is responsible to design heater gas connections, any necessary gas regulators, combustion air supply and exhaust venting. Consultant shall specify the venting configuration as selected by the Mechanical Engineer for installation by the Mechanical Contractor.
2. If pool water heater source requirement is heating hot water or steam, specification of the boiler shall be by the Mechanical Engineer with the Consultant's recommendation for heating load and coordination with pool filtration system. Controls for temperature and system shutdown shall be by the Mechanical Engineer.
3. Mechanical is responsible for providing ventilation to pool building, equipment and chemical treatment rooms.

## F. ELECTRICAL – By Landmark Aquatic Sub-Consultant

1. Electrical Engineer is responsible for specifying the pool electrical panel and power. Electrical Engineer is responsible for connection of line voltage and greater to pool equipment. Connections shall be provided by the Electrical Contractor. Consultant will show low voltage control wiring connections (less than 120V) to pool equipment. Low voltage connections provided by swimming pool contractor.
2. Consultant will specify underwater lighting fixtures and niches. Electrical Engineer responsible for connections from pool panel, junction boxes and conduit to niches. Connections shall be provided by the Electrical Contractor.
3. Consultant will provide details for pool bonding and grounding per Electrical Code. Connections shall be provided by the Electrical Contractor.

G. Meet with Client and/or Architectural design team via teleconference or web conference to review plans and determine specific aquatic program and features desired and discuss points of coordination for architectural, structural, mechanical, electrical, plumbing and civil designers.

H. Provide final aquatic construction budget for review and present value engineering options for consideration, if required.

## III. AGENCY REVIEW PHASE



# LANDMARK AQUATIC

## No (0) Scheduled Visits

- A. Furnish sealed engineering swimming pool (SP or AQ Series) plans, specifications, application, equipment cut sheets and additional documents as required to the Agency for obtaining a swimming pool construction permit. Furnish additional sealed engineering swimming pool plans to Client for submittal to the Department of Buildings or other agencies having jurisdiction, as required.
- B. Coordinate requirements for Owner, Architectural, Civil, Structural, Mechanical, Electrical and Plumbing plans with design team for consolidated Agency submittal by the Consultant.
- C. Any agency permit filing fees shall be by the Client or Owner.
- D. Coordinate any Agency comments with respective design team members and furnish consolidated responses to Agency. Response to State Building Department Plan check comments shall be provided for the aquatic engineering scope items.
- E. Respond to contractor requests for information (RFI) items pertaining to the pool and to clarify drawings as required.

## IV. CONSTRUCTION ADMINISTRATION PHASE

### Three (3) Scheduled Visits

- A. Review submittals by pool subcontractor for the pool and their related systems. Provide review and comments on submittals related to the aquatic items from the design team.
- B. Observe aquatic construction throughout construction at specific milestones and submit a report following the site visit.
- C. Provide final observation of the aquatic facility, submit a final punch list and furnish construction compliance letter upon completion.
- D. Address Contractor, Sub-Contractor and Design Team requests for information and provide clarifications via Bulletin response and/or drawing revisions.
- E. Address Agency requests for information during their construction observation visits.
- F. Furnish Record Documents, if requested, based on pool contractor plan markups and furnished data.

## C. SCHEDULE

Completion of Construction Documents and Agency Review Submittal shall comply with the schedule as provided by the Client and/or Owner. The Consultant's schedule shall be extended based on delays provided by other Consultants or the Owner.

# LANDMARK AQUATIC

## D. COMPENSATION – LUMP SUM

| AQUATIC TASK                                                                |                                                                                                                                                            | LUMP SUM FEE                                                          |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| I.                                                                          | Design Development Phase (one site visit planned)                                                                                                          | \$24,740                                                              |
| II.                                                                         | Construction Document Phase (no site visits planned)                                                                                                       | \$50,820                                                              |
| III.                                                                        | Agency Review Phase (no site visits planned)                                                                                                               | \$4,000                                                               |
| IV.                                                                         | Construction Administration Phase (three site visits planned, travel reimbursables included). Landmark Aquatic assumed to be the Swimming Pool Contractor. | N/A                                                                   |
| <b>Total for Aquatic Design, Permitting and Construction Administration</b> |                                                                                                                                                            | <b>\$79,560</b> <span style="color: red;">Approved<br/>6-17-25</span> |

The Consultant monthly invoices submitted shall be based on the percentage of the Consultant's services completed. Client shall make payments to Landmark Aquatic within thirty (30) days after receipt of invoice. Upon written notice, Consultant may suspend services until payment for past due invoices is made.

Reimbursable expenses and add services are subject to Client approval. Reimbursable expenses shall consist of travel expenses and personnel time for additional trips and be billed to the Client at cost at the rates listed below.

### ADDITIONAL SERVICES

1. If the Geotechnical Survey/Report calls for deep foundations of the pool shells or associated structures, additional fees shall be required for structural design of these elements.

**Fee: \$19,500**

2. Civil Design for water service to and from the building, underdrain system(s) as determined by the Geotechnical Survey/Report, altering the existing stormwater connections to sanitary sewer, and grading plans to be negotiated based on scope of work required and agreed upon with Client.

**Fee: To be Determined**

3. Site lighting design to be negotiated based upon scope of work required and agreed upon with Client.

**Fee: To be Determined**

Consultant shall not proceed with any additional work without Client authorization in writing. The above lump sum fee is based on our current rate schedule.

If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.

Additional Services shall be billed out at the following rates:



# LANDMARK AQUATIC

|                                               |                                        |
|-----------------------------------------------|----------------------------------------|
| President                                     | \$200.00/hour                          |
| Design Director / Structural Principal        | \$175.00/hour                          |
| Project Manager / Structural Designer         | \$140.00/hour                          |
| Revit Designer                                | \$100.00/hour                          |
| Administration                                | \$70.00/hour                           |
| Design/Construction Administration Site Visit | \$2,500/trip, includes travel expenses |
| Mileage                                       | 0.65/per mile                          |

## E. DESIGN TEAM COORDINATION

### 1. HOLD HARMLESS

- a. The Consultant shall provide recommendation for design of the pool building and support spaces based on previous experience, but the Client, Architect and their Engineers shall be responsible for the design of the building. The Client shall hold harmless the Consultant from all claims relating to building design, and specifically claims related to condensation, moisture damage, excessive humidity, absence or poor performance of vapor barriers and corrosion of surfaces.

### 2. ARCHITECTURAL / BUILDING STRUCTURAL

- a. Consultant will develop a pool equipment room plan layout locating pump pit with sump pit, backwash pit/tank and chemical feed/storage rooms for Architectural coordination and building structural design.
- b. Housekeeping pads for pool equipment shall be by the Structural Engineer with the assistance of the Consultant to provide operational weights and location of items requiring a thickened slab greater than the floor slab.
- c. Building Structural Engineer and Architect are responsible for pool deck design from the back side of the respective pool wall, including backer rod, sealant, deck finish(es) and fencing.

## F. AUTHORIZATION

This proposal may be accepted by executing this proposal. This proposal is valid only if authorized within thirty days from the listed proposal date. If an alternative contract is proposed additional delays may occur due to reviewing the contract. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or comments regarding this proposal.

**LANDMARK AQUATIC**

**CITY OF SEABROOK**

BY: Stephen Seliskar

Stephen Seliskar  
Aquatic Engineer

DATE: June 09, 2025

BY: Gayle Cook

Gayle Cook  
City Manager

DATE: 6/18/2025



## *Agenda Briefing*

---

**Date of Meeting:** September 2, 2025

**Responsible Department:** City Manager's Office

**Presenter:** Gayle Cook, City Manager

**Briefing Prepared By:** Gayle Cook

**Strategic Focus Area:** ENGAGEMENT & BRANDING

---

**General Information:**

Consider and take all appropriate action on a proposal to approve use of Hotel Occupancy Tax (HOT) funds for promoting and hosting a Seabrook Fleet Week event on November 11, 2025, and related expenses. This is FY2026 budget consideration.

**Executive Summary / Background:**

City staff is bringing back for discussion a proposed *Fleet Week Seabrook* event scheduled for November 11, 2025, in conjunction with the larger Houston Fleet Week 2025. This event would provide the City of Seabrook with a unique opportunity to welcome Navy personnel and showcase the community as part of the regional celebration.

Staff has prepared a proposed budget and draft itinerary for the Fleet Week Seabrook event. Council consideration is requested to confirm the use of preliminary Hotel Occupancy Tax (HOT) funds and acknowledge the ask of Seabrook Economic Development Corporation (EDC) funding to initiate the planning process. Staff will also continue to seek out sponsorship opportunities to offset costs and expand event offerings.

This proposed event has been formally submitted to the City of Houston Fleet Week Event Coordinator and Consultant and will be included in the official schedule of activities, identified as an opportunity for Navy personnel engagement in Seabrook.

**Action Requested:**

1. Confirmation of Fleet Week Seabrook participation on November 11, 2025.
2. Authorization of preliminary HOT and EDC funding (pending board approval)

for event planning and execution.

3. Direction to staff to continue pursuing sponsorships and partnerships to enhance the event.

**Funding / Fiscal Information:**

**Supporting Materials Attached:**

1. Seabrook, TX Fleet Week - Sky Elements Options-2
2. Fleet\_Week\_Options\_Costs

**Prior Action / Review by Council, Boards, Commissions:**

August

**Staff Recommendation:**

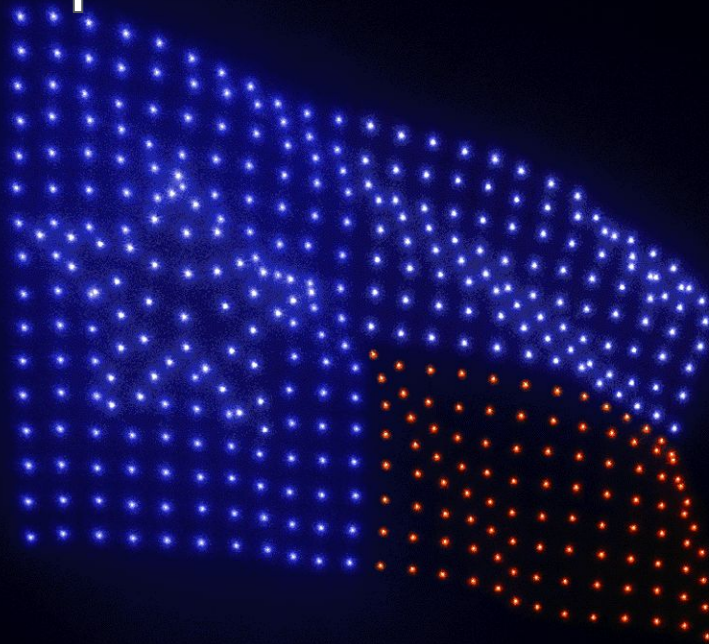
Staff recommends that City Council approve Seabrook's participation in Fleet Week 2025 with the Fleet Week Seabrook event scheduled for November 11, 2025, and authorize the use of preliminary Hotel Occupancy Tax (HOT) funds and Economic Development Corporation (EDC) (pending EDC approval) funds to begin the planning process. Staff further recommends Council direct staff to continue pursuing event sponsorships and partnerships to supplement City funding and enhance the overall impact of the event.





# Seabrook, TX Fleet Week

**Drone  
Show  
Options**



by  
**Collin Dishman**

**SkyElements**  
DRONE SHOWS





# Who We Are



# 16

Guinness World Record Titles

**Sky Elements is the Largest Drone Show Provider** in the United States flying over 60% of all known U.S. Drone Shows. Sky Elements has orchestrated and flown some of the largest known drone shows in the world. Just a few of our clients include the MLB, Disney Studios, Marvel, The Seattle Seahawks, Coca-Cola, and many other renowned organizations.

At our heart we are a production company focusing on creating turn-key drone light shows for a variety of clients. From local 4th of July celebration to companies looking to advertise their next big campaign - we are the go-to solution in the industry for drone light shows no matter the project.

## Notable Highlights



### Americas Got Talent Finalists

On Season 19 of America's Got talent we got the Golden Buzzer in round one and took our drone show talents all the way to the podium with third place.



### Pyro Drones

Sky Elements became the first ever drone show provider to receive FAA approval to attach fireworks to drones. We forever changed the world of drone light shows.



### World Class – In-house Animation Team

We provide in-house animation work for all of our drone shows. Ensuring that your vision is brought to life exactly how you imagined it

# Show Specifications

Our Drone Light Shows are 10-15 minutes in length and are fully custom. Our animations can be as complex as you can imagine - the more drones you add to your show the more resolution that each animation can allow.



**25+ MPH Wind Threshold**



**Custom Designed Show**



**15 Minute Flight Time**



**Custom Music Track  
Curated to your Show**



**Unlimited Animations**



**FAA Compliant**

## FAQ's

### What Happens if [Weather](#) Impacts My Event?

If you need to cancel your event due to weather – we will gladly reschedule your show for up to a year later at no cost!

### How Long Does It Take to [Set Up](#)?

Our setup time is usually 6 hours prior to the show time. Some complicated sites may take more time. Before your event you'll receive our exact production schedule.

### How Do You Handle [Timing](#) The Show?

We will provide to you a rendered video that showcases all our exact timing. On the day of - our pilot will coordinate with you and your team to ensure your show is perfectly synced up!

### How Much [Space](#) Do You Need?

Our setup space all depends on your drone count. Smaller shows need a setup area the size of a tennis court, and extremely large shows need about half of a football field.

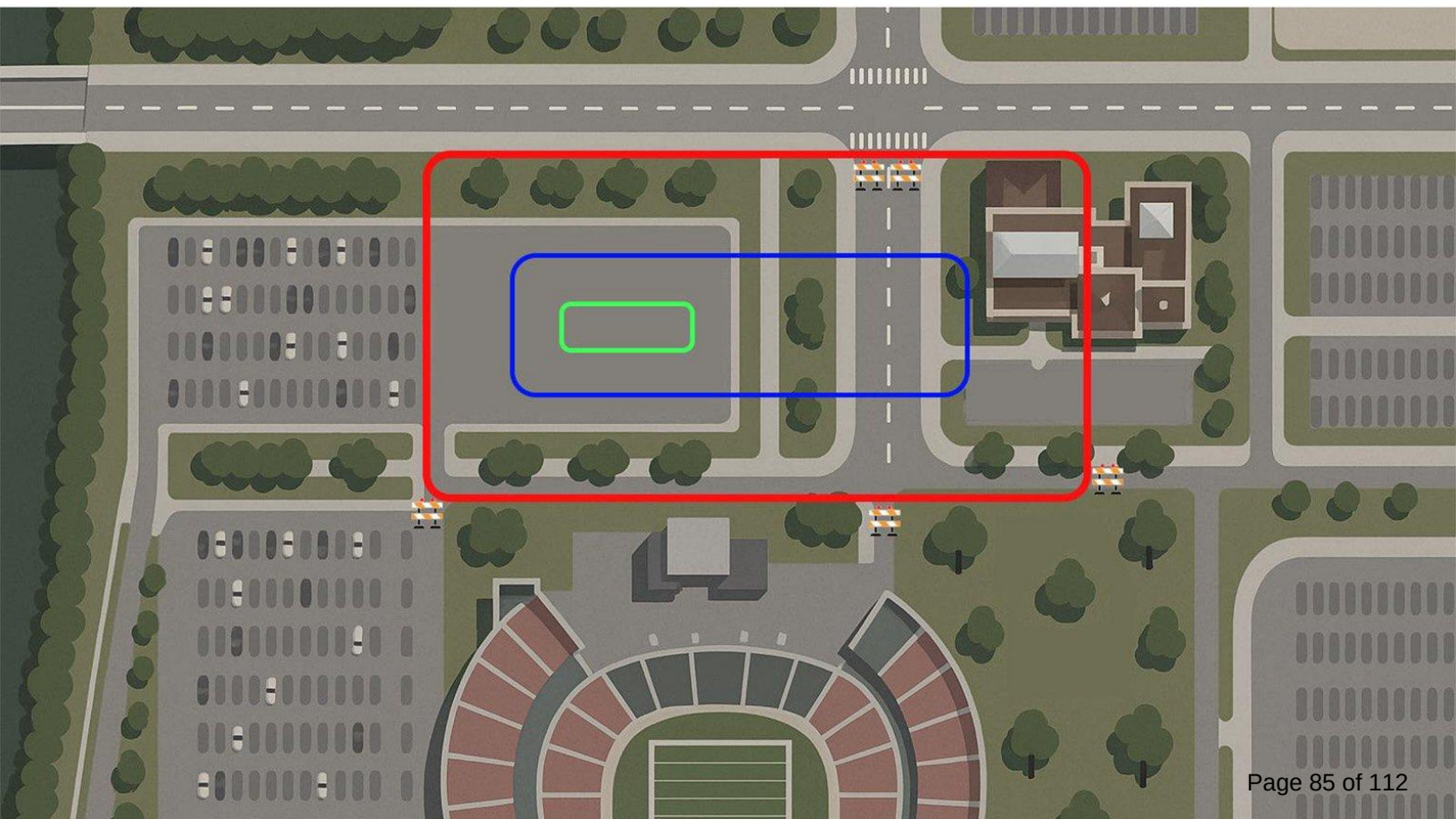




# Launch Area

**Drones are not allowed to fly over people, moving vehicles, or critical infrastructure.** Our setup area is small and tightly controlled during setup. The safety zone expands only during the actual show performance and extends beyond the show area. This expanded zone is essential for safe operations, and a Sky Elements representative will work with you to create a site plan that meets your event's needs.

- **Safety Zone** Extending ~200ft beyond the show performance area – this area needs to have no people, moving vehicles, or activity during the show  
**Duration ~ 15 Minutes**
- **Performance Area** This is the area the drone show will perform. The bigger the area – the better!  
**Duration ~ 15 Minutes**
- **Setup Area** This is the area the drones will be placed. More drones will need more space to setup. A 200 Drone show needs roughly the size of a tennis court for setup  
**Duration ~ 8 hours**

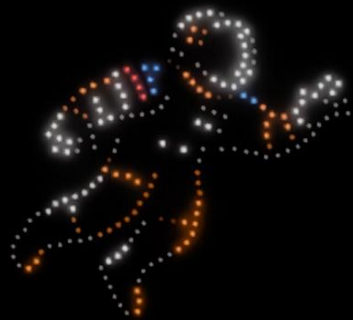




# Drone Show Sizes



150  
Drones



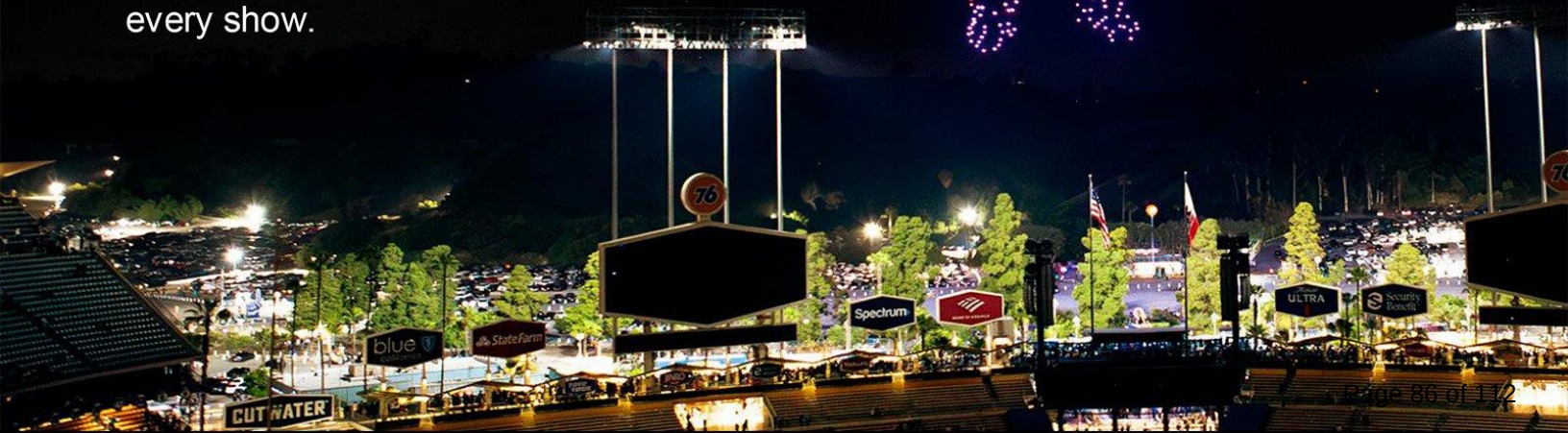
200  
Drones



250  
Drones

As you add more drones to your show, each image gains greater detail and resolution. With lower drone counts, complex visuals may need to be simplified to work effectively.

Our expert in-house animation team will collaborate with you to craft a show that brings your vision to life. No matter how many drones are in your performance, we bring the same level of creativity and expertise to every show.





# The Creative Process

## Step 1 – Storyboard

We will take your ideas and create a storyboard for your review. You can edit and make changes here as much as you like, and when final approval is given we move on to Mock-ups.



## Step 2 - Mock-Ups

We take your storyboard and mock them up in your chosen drone count. This is a good chance for your team to review and ensure all images look how you imagined. When these are approved by your team we move on to animate your show.



## Step 3 - Animation

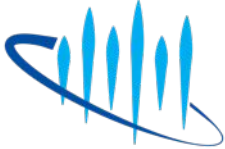
Before your event - you will receive an exact replica of your drone show via a curated animated video. This will be exactly timed to the performance. Once you approve this - we are ready to come and fly!



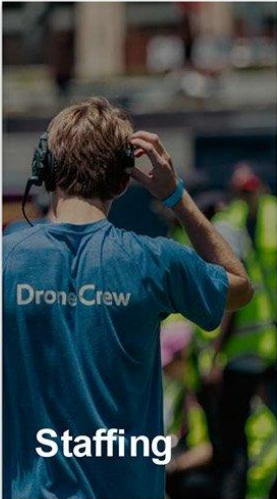




# Drone Show Pricing

|                                                                                   | Good          | Better        | Best          |
|-----------------------------------------------------------------------------------|---------------|---------------|---------------|
|  | 150<br>Drones | 200<br>Drones | 250<br>Drones |
| Drone Show Pricing                                                                | \$ 18,750     | \$ 25,000     | \$ 31,250     |

## Pricing Includes





# Pyro Drones

Sky Elements is the first Drone Light Show provider to be able to launch fireworks off of drones. A PyroDrone Show adds a new layer to your entertainment where you can have an extra wow moment like no other. Create a finale moment, highlight your logo, or bring your vision to life and amaze your audience. With the seamless integration of drones and pyrotechnics, we ensure a safe and spectacular display tailored to your event's unique needs.

## Snap

Need an extra wow moment? With our starter PyroDrone effect you can add a new way to wow your audience. This package comes with up to 25 PyroDrones and is a great way to make a splash.

+ \$12,000

## Crackle

If you need something a bit bigger – this package is right for you. With this package you will receive up to 50 PyroDrones – allowing for 3 smaller hits of pyro, or one large wow moment!

+ \$17,500

## Pop

Add up to 100 PyroDrones to your show and create a show stopping moment for your crowd. This package is perfect for those who want the best display in Drone Show technology

+ \$25,000





# Optional Content Capture

**\$7,500 – The Signature Package** – Our in-house team will capture your entire drone show and provide a 30 second recap edit of the event within 7 days of the activation. This package includes a drone camera operator and a ground videographer

**\$12,000 – Premium Content Capture** – With premium content capture you get higher resolution and faster turnaround time. We will provide you with a 30-60 second edited recap video of your drone show and event within 48 hours. With premium content your event will be equipped with a drone camera operator, ground videographer, and a FPV Pilot

**\$18,000 – Full Production** – We offer comprehensive recap videos of your drone show and event, including a 30-second and a 60-second version, with additional social media aspect ratios available upon request. Our service includes pre- and post-show meetings with your team and Sky Elements' content experts to finalize the shot list and ensure smooth day-of operations. You'll receive additional deliverables such as cutdowns, string-outs, and full cuts. We provide an accelerated post-production timeline, incorporating client feedback.





# Some of Our Clients





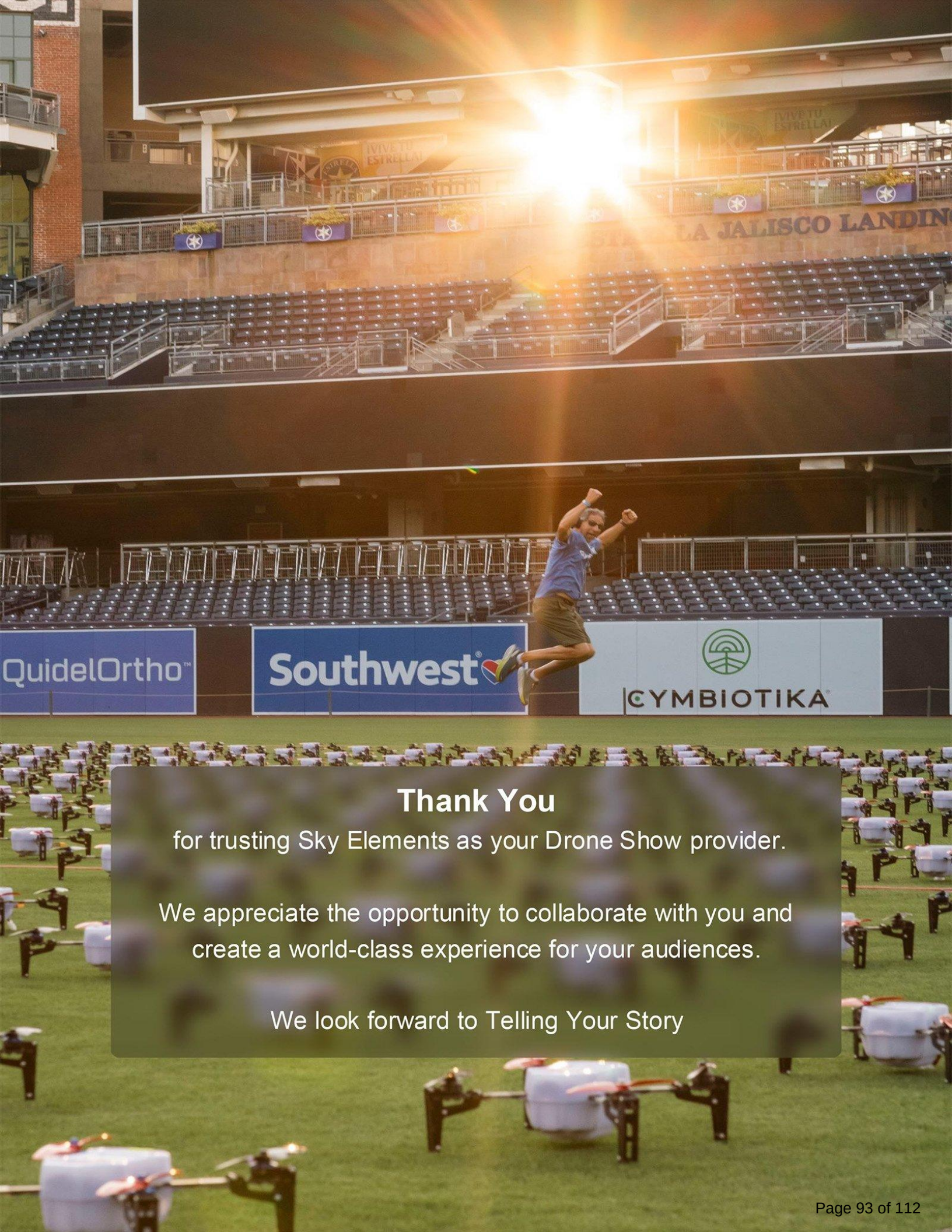
*“Beyond their artistic, creative and logistical excellence in producing a stellar production for us, Sky Elements provides something some may not - Confidence in delivery.*

*After testing the waters in this space with other providers, we realized quickly that in terms of a trustworthy partner that can cover all aspects of this level of production, Sky Elements is the best in the game.”*

-Faham Zakariaei  
Senior Director, Promotions &  
Special Events Marketing







## Thank You

for trusting Sky Elements as your Drone Show provider.

We appreciate the opportunity to collaborate with you and  
create a world-class experience for your audiences.

We look forward to Telling Your Story



# Fleet Week Event Options (One-Pager)

## Option A: Rented Tents & 3rd Party Logistics

### Infrastructure & Logistics

- Large professional rented tents for vendors and VIP areas.
- Dedicated VIP area with seating, hospitality, and sponsor recognition.
- 3rd party vendor manages setup, logistics, fencing, and site operations.

### Experience

- Premium, polished presentation with uniform vendor setups.
- Controlled flow with structured fencing and access points.
- Enhanced guest amenities and sponsor visibility.

### Costs & Resources

- **Total Estimated Cost: \$96,600.00**
- Higher costs for rentals, contracted services, and staffing.
- Reduced burden on internal staff as logistics are outsourced.

## Option B: Conservative, In-House Approach

### Infrastructure & Logistics

- Vendors supply their own popup tents (no rentals).
- No dedicated VIP area.
- Limited fencing, logistics handled by City staff in-house.

### Experience

- More grassroots and community-focused feel.
- Lower polish but greater participation flexibility.
- Retains **drone show** as marquee attraction.

### Costs & Resources

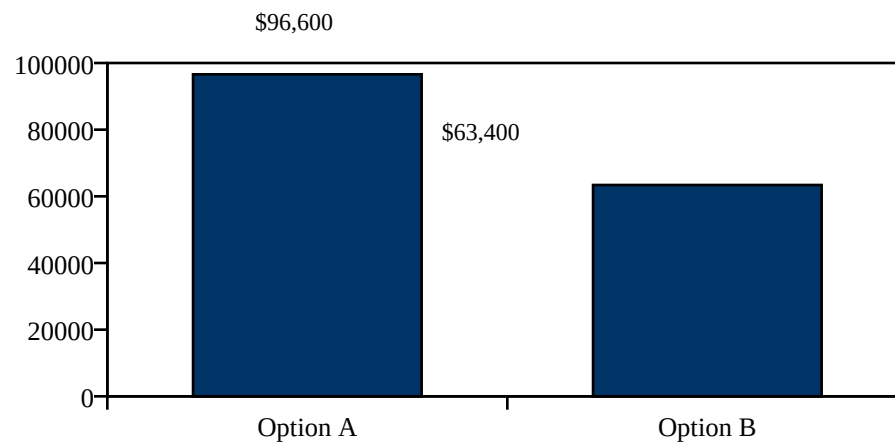
- **Total Estimated Cost: \$63,400.00**
- Significant cost savings by eliminating rentals and 3rd party services.
- Higher internal staff workload for coordination, fencing, and logistics.

■ **Both options keep the drone show** as the headline experience.

■ **Trade-off:** Option A = higher cost, professional execution; Option B = leaner budget, more staff-heavy but community-driven.

## Cost Comparison







## *Agenda Briefing*

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**Date of Meeting:** September 2, 2025

**Responsible Department:** City Manager's Office

**Presenter:** Gayle Cook, City Manager

**Briefing Prepared By:** Gayle Cook

**Strategic Focus Area:**

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**General Information:**

Consider and take all appropriate action the License Agreement between the City of Seabrook and Texas Markets.

**Executive Summary / Background:**

To brief City Council on the current status of the License Agreement between the City of Seabrook and Texas Markets DBA for use of 1209 Main Street as the site of the Market at Seabrook, and to confirm that the terms of the agreement and location are functioning as intended.

- On **May 7, 2025**, the City entered into a License Agreement with Texas Markets DBA to host recurring market events at **1209 Main Street** with the option to renew after six months.
- The agreement establishes terms for vendor operations, site use, waste management, insurance coverage, utilities, and promotional responsibilities.
- Rent is set at **\$100 per event day**, payable in advance each week to the City.
- The location includes the City-owned parking lot if needed, and is subordinate to larger City events such as July 4th or Christmas

## **Findings**

1. Payments are timely and consistent

2. No conflicts with larger City events have been reported
3. Temporary toilets are not being removed between events and staff is receiving complaints
4. Temporary signage is not being removed between events and staff is receiving complaints
5. Evaluate with City Council and receive further direction

**Funding / Fiscal Information:**

**Supporting Materials Attached:**

1. LICENSE AGREEMENT 1209 MAIN ST - TEXAS MARKETS DBA (1)

**Prior Action / Review by Council, Boards, Commissions:**

**Staff Recommendation:**



THE STATE OF TEXAS     §  
                                      §     **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF HARRIS     §

**LICENSE AGREEMENT**

This License Agreement (the "Agreement") is entered into as of the   6th   day of   May  , 2025, by and between the City of Seabrook, Texas, a home-rule city (the "City") and Texas Markets DBA (the "Licensee").

**RECITALS**

WHEREAS, the Licensee has proposed to the City the institution of the Market at Seabrook (the "Event") at the Real property, 1209 Main Street (the "real property") including additional real property, City Owned Parking Lot, if necessary, based on availability, but **no more than once in a two week period**;

WHEREAS, the City is the owner of the Real property real property located in Seabrook, Texas;

WHEREAS, the City desires to encourage the licensing of the real property by Licensee for use of a market;

WHEREAS, the Licensee agrees to provide space for vendors for the sale of locally produced agricultural products or locally produced non-agricultural products such as art, artisan crafts and goods, jewelry and accessories, foods, snack and beverages, and other similar type ventures; provided however, the Licensee agrees not to provide space for flea market or garage sale items;

WHEREAS, the City does therefore find the addition of the Event to the city owned real property to be a benefit to the patrons of the city; and

WHEREAS, the purpose of this Agreement is to set forth the general terms and conditions for the license granted Licensee for use of the real property;

**NOW, THEREFORE,** in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

## **ARTICLE I STATUS OF TITLE**

The parties acknowledge that the City is and shall remain the owner of the real property, more fully described in **Exhibit “A.”** Licensee acknowledges and agrees that it does not now have, and never shall have, title or other property interest in the real property; provided however, upon termination or expiration of the Agreement, Licensee shall be allowed to remove items considered to be non-fixtures.

## **ARTICLE II LICENSE AGREEMENT**

The City hereby grants a license to Licensee for use of real property located 1209 Main Street, as the exclusive promoter/operator of events. The events shall include: Set-up on Saturday mornings, hours of operation for vendors on **Saturday from 9:00 a.m. until 3:00 p.m.,** and vacation of the real property by **5:00 p.m. on Saturday evening.** Clean-up and coordination of waste removal shall be conducted throughout the event. The Licensee is permitted to use city owned trash receptacle at City Hall, 1700 First Street, Seabrook, TX 77586.

Beginning on May 7, 2025, the City shall grant Licensee a license for **6 months**, with an option to renew the license for an additional 6 months. Rent shall be at the regular rate of 100.00 per day. Total payment for each day shall be made payable to the City of Seabrook and must be delivered to the City Manager via the Utility Billing and Customer Service area prior to 4:00 pm on the Thursday before such event. If the City’s office is closed due to a holiday or other scheduled “off-day” on the Thursday before the Event, then total payment for such Event shall be due by 4:00 pm on closest business day the City’s office is open prior to the Event. The Licensee and City agree to have review and possible renegotiation of this Agreement.

The Licensee agrees to the following as conditions of this Agreement and the license provided herein:

1. Licensee shall provide all clean-up and waste removal resulting from the Event, and make arrangements for such waste removal with the City, and will be granted use of the city owned receptacles at 1700 First Street, Seabrook, TX 77586,
2. Licensee shall promote the Event and supply local businesses with flyers and promotional materials advertising, and will be allowed to have temporary signs or banners as shown in Exhibit "A",
3. Licensee shall maintain a general liability insurance policy in an amount not less than \$1,000,000, include the City as a named insured party to such insurance policy, and provide the City a copy of the insurance policy. The insurance policy shall contain a provision requiring the insurer to give the City at least thirty (30) days notice if such policy is terminated or altered,
4. Licensee shall conduct business as an independent contractor,
5. Licensee shall provide temporary toilet facilities,
6. Licensee shall provide security for the Event, if deemed necessary
7. Licensee shall provide a real property attendant for all cars located in the real property areas,
8. Licensee acknowledges and understands that the Event is subordinate to the other planned events at the real property, including, but not limited to events for, July 4<sup>th</sup>, Christmas, or other city events, and will be communicated by city to Licensee if certain dates are not available,
9. Licensee shall pay for all applicable public utilities, either on a mutually agreed lump sum amount or by monitoring actual meter usage. If the City and the Licensee mutually agree to a lump sum amount, payment for such utilities shall be due at the same time and in the same manner as the total rent payment established in this Article. If the City and the Licensee agree that the Licensee is responsible for actual meter usage, then payment for such utilities shall be due on the following Thursday, prior to the next Event, in accordance with the schedule established in this Article for total rent payment,



10. Licensee shall submit a site plan, including policies, to be approved by the City,
11. Licensee shall formulate a vendor application and selection process that shall be **reviewed and approved by the City**, and Licensee shall select quality vendors in accordance with recitals provided for in this Agreement,
12. Licensee shall pay for all other expenses not provided for in this Agreement.

As a condition of this Agreement, the City acknowledges and agrees, as permitted by law, to the following:

1. City shall provide non-financial guidance and assistance to the Licensee in the process for obtaining necessary permits and/or licenses for providing both beer/wine and food concessions at the Event, or direct Licensee to appropriate County department,
2. City may provide police officers during the Event, at a cost to Licensee, as determined by the City, if needed,
3. City shall provide non-financial assistance and guidance to the Licensee in the process for obtaining a contract for the clean-up before and after the Event, and may elect, at its discretion, to become a party to the contract for such services; however, in either instance, the City shall not be responsible for financial obligations under the contract,
4. City shall not require the Licensee, unless otherwise required by law, to pay any other tax other than normal City tax that is paid by businesses throughout the rest of the City,

### **ARTICLE III TERMINATION**

The City may terminate this Agreement at any time if any of the following conditions occur:

1. Licensee ceases to own and/or operate Texas Markets DBA, unless a successor

- and/or assign is authorized by the City,
2. Licensee ceases to use the real property for the Event,
  3. Licensee fails to make timely rent or utility payments as described in Article II of this Agreement,
  4. Licensee fails to adhere to the conditions of the license as enumerated in Article II of this Agreement,
  5. Licensee fails to give the City at least thirty (30) days notice of termination or change in the general liability insurance policy required in Article II of this Agreement, and
  6. As provided for by law, the City determines that the use of the Facilities and Lots by Licensee is inconsistent with an authorized use for real property purposes.

The Licensee may terminate this Agreement at any time if any of the following conditions occur:

1. City fails to adhere to the conditions of this Agreement as enumerated in Article II of this Agreement.

#### **ARTICLE IV RIGHTS UPON TERMINATION**

Should this Agreement be terminated, unless otherwise provided for in Article III above, title to all any improvements located on Property shall vest in the City.

#### **ARTICLE V DEFAULT AND BREACH OF THIS AGREEMENT**

Licensee and the City will give prompt written notice to the other party when either party becomes aware of the occurrence or failure to occur, or the impending or threatened occurrence or failure to occur, of any fact or event that would cause any of its representations or warranties contained in this Agreement to be untrue or the failure by such party to perform any of its obligations contained in this Agreement. If either party desires to bring action against the other

party for the breach of this Agreement, it shall deliver a written notice to the other party of the reason for such decision, specifying the factual basis therefore in reasonable detail. The party receiving such notice may cure the alleged breach within thirty (30) days following receipt of the notice; provided however, this shall not limit the City's ability to terminate all or part of this Agreement, in accordance with Condition 4. of Article III of this Agreement.

## **ARTICLE VI FORCE MAJEURE**

The obligations of Licensee hereunder and of the City shall be suspended during any period of Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of Licensee or the City, including, but not restricted to, flood, earthquake, storm, fire, lightning, epidemic, war, acts of the public enemy, riot, civil disturbance or disobedience, strike, lockout, work stoppages, other industrial disturbance or dispute, whether determined to have arisen out of an unfair labor practice of any party hereto, labor or material shortage, sabotage, restraint by court order or other public authority, and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by the exercise of due diligence such party could not reasonably have been expected to avoid. Nothing contained herein shall be construed so as to require a party to settle any strike lockout, work stoppage, or other industrial disturbance or dispute in which it may be involved. Any party rendered unable to fulfill any of its obligations under this Agreement by reason of uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.



## **ARTICLE VII SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such deleted provision, there shall be added automatically as part of this Agreement a provision as similar in terms and substance to such deleted provision as may be possible and yet be legal, valid and enforceable.

## **ARTICLE VIII ATTORNEYS' FEES**

If, on account of any breach or default by the City or Licensee of their obligations to the other party hereto under the terms, conditions or covenants of this Agreement, it shall become necessary for either party hereto to engage an attorney, or to use an attorney employed by either party, to enforce and defend any of its rights or remedies hereunder and should such party prevail, such prevailing party shall be entitled to any reasonable attorneys' fees, costs or expenses incurred by such party in connection herewith.

## **ARTICLE IX AMENDMENTS**

This Agreement may be amended at any time, by a written instrument signed by both Licensee and the City.

## **ARTICLE X MEDIATION**

In the event of any dispute hereunder, the parties shall first resort to mediation, to be held in Seabrook, Texas, before a mediator or mediators acceptable to the parties and in accordance with Chapter 154 of the Texas Civil Practice and Remedies Code.

## **ARTICLE XI MISCELLANEOUS**

The City and Licensee shall execute such further assurances, in writing, as are necessary to carry out the intent and purposes of this Agreement. The laws of the State of Texas shall govern this Agreement. Venue of any dispute arising out of this agreement shall be in Harris County, Texas.

Neither the consummation of the transactions contemplated in this Agreement, the delay or omission of a party to exercise any of its rights hereunder, nor any investigation or disclosure of any party, shall affect the liability of the parties to one another for breaches of this Agreement or prevent any party from relying upon the representations and warranties made in this Agreement.

This Agreement including all exhibits or schedules constitutes the full and entire understanding and agreement between the parties and supersedes any prior or contemporaneous written or oral agreements between the parties. Except as expressly provided in this Agreement, it may not be amended, waived, discharged, or terminated except by written instrument signed by both parties.

Notices shall be in writing mailed by first-class mail, telecopied, or delivered by messenger, or overnight courier and shall be deemed given when received at the address of the parties set forth below.

If, to the City:

City of Seabrook  
1700 First Street  
Seabrook, TX 77586  
Attention: City Manager

With a copy to:

Olson & Olson, LLP  
2727 Allen, Suite 600  
Houston, TX 77019  
Attention: City Attorney, City of Seabrook

If, to the Licensee:

Texas Markets DBA

515 Avenue H  
South Houston, TX 77587  
Attention: Miguel Vasconcelos

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Nothing in this Agreement is intended to create any partnership or joint venture between the parties, and any implication to the contrary is expressly disapproved. This Agreement does not create a joint enterprise of any kind and does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any liability of the other for the acts of the other or obligations of the other. In particular, the City shall have no liability whatsoever with regard to any fixtures or permanent improvements unless title has passed to the City.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

No member of the City Council, officer, official, agent, or employee of the City shall be personally liability for any requirement, term, condition, dispute, cause of action, or other matter occurring as a result of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of May 7, 2025, to be effective from and after such date.

**THE CITY OF SEABROOK, TEXAS**

BY:   
Gayle Cook  
City Manager

ATTEST:

\_\_\_\_\_  
Rachel Lewis  
City Secretary



Texas Markets, dba

BY: 

|                           |                                                                 |
|---------------------------|-----------------------------------------------------------------|
| <i>Miguel Vasconcelos</i> | dotloop verified<br>06/10/25 4:18 PM CDT<br>BYB0-JVXZ-MYX3-KUAY |
|---------------------------|-----------------------------------------------------------------|

NAME: Miguel Vaconcelos

TITLE: General Manager

**Exhibit “A”**

**Real property**

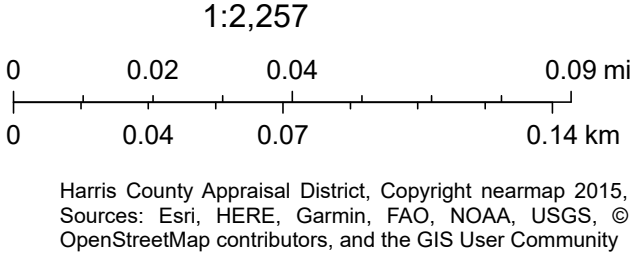


EXHIBIT A - LICENSE AGREEMENT



5/21/2025, 3:39:25 PM

-  HCAD Parcels
- Nearmap\_Seabrook
-  Red: Band\_1
-  Green: Band\_2
-  Blue: Band\_3







## *Agenda Briefing*

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**Date of Meeting:** September 2, 2025

**Responsible Department:** City Secretary's Office

**Presenter:**

**Briefing Prepared By:**

**Strategic Focus Area:**

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**General Information:**

Establish future meeting dates and agenda items.

**Executive Summary / Background:**

**Funding / Fiscal Information:**

**Supporting Materials Attached:**

1. Calendar

**Prior Action / Review by Council, Boards, Commissions:**

**Staff Recommendation:**



# August 2025

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

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

# September 2025

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

| SUNDAY | MONDAY | TUESDAY                                                          | WEDNESDAY | THURSDAY                                                                                | FRIDAY | SATURDAY                              |
|--------|--------|------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------|--------|---------------------------------------|
| Aug 31 | Sep 1  | 2<br>6:00pm Regular City Council Meeting (City Hall)             | 3         | 4<br>6:00pm Open Space and Trails Committee Meeting (Public Works Facility)             | 5      | 6                                     |
| 7      | 8      | 9                                                                | 10        | 11<br>6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber) | 12     | 13<br>10:00am Kids' Fish              |
| 14     | 15     | 16<br>6:00pm Regular City Council Meeting (City Council Chamber) | 17        | 18<br>6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)            | 19     | 20                                    |
| 21     | 22     | 23                                                               | 24        | 25<br>6:00pm Special Budget Meeting (City Hall)                                         | 26     | 27<br>8:00am Seabrook Saltwater Derby |
| 28     | 29     | 30                                                               | Oct 1     | 2                                                                                       | 3      | 4                                     |