



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, NOVEMBER 4, 2025 - 6:00 PM**

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

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, NOVEMBER 4, 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

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. PRESENTATIONS

2.1 Mayor Sweeney to present a proclamation declaring the month of November 2025 as Diabetes Awareness Month in the City of Seabrook.

2.2 Presentation by Amy Skicki with Bay Area Houston Transportation Partnership

(BAYTRAN) on its programs and membership as a partner city.

2.3 Presentation of the quarterly report from the Seabrook Volunteer Fire Department. *Fire Chief Nathan Douglas*

3. CONSENT AGENDA

3.1 Approve the minutes of the October 21, 2025 City Council Meeting.

4. BOARDS AND COMMISSIONS

4.1 Consider and take all appropriate action on the reappointment of Debra Harper, Nehemiah Jackson, and David Popken to the Parks and Trails Committee, with terms to expire on December 31, 2028.

4.2 Consider and take all appropriate action on the appointment of members to the Planning and Zoning Commission for a term to expire on December 31, 2028.

5. SPECIFIC PUBLIC HEARING

5.1 Conduct a Public Hearing on a request for a Conditional Use Permit to establish an "Open Air Market" at 1208 North Meyer Road as per the Seabrook City Code, Appendix A, Comprehensive Zoning, Article 4, "Special Use Regulations," Section 4.11, "Conditional use permit criteria and procedures". *Sean Landis, Deputy City Manager | Planning and Zoning Director*

6. NEW BUSINESS

6.1 Consider and take all appropriate action on the first reading of Ordinance 2025-22 a request for a Conditional Use Permit to establish an "Open Air Market" at 1208 North Meyer Road as per the Seabrook City Code, Appendix A, Comprehensive Zoning, Article 4, "Special Use Regulations," Section 4.11, "Conditional use permit criteria and procedures". *Sean Landis, Deputy City Manager | Planning and Zoning Director*

AN ORDINANCE AMENDING THE SEABROOK CITY CODE, APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 13, "TEMPORARY AND NONTEXT CHANGES," SECTION 13.03, BY ADDING A NEW PARAGRAPH (30) GRANTING A CONDITIONAL USE PERMIT FOR AN "OPEN AIR MARKET" TO BE LOCATED AT 1208 NORTH MEYER ROAD, WITHIN THE OS (OLD SEABROOK) ZONING DISTRICT AND ESTABLISHING ANY APPLICABLE CONDITIONS FOR THE OPERATION OF THE BUSINESS IN ACCORDANCE WITH LAW; PROVIDING A PENALTY IN AN AMOUNT OF NOT TO EXCEED \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

6.2 Consider and take all appropriate action on the first reading of Ordinance 2025-23 adopting the optional Texas Public Information Act rules enshrined in Section 552.275 of the Texas Local Government Code. *Rachel Lewis, City Secretary*

AN ORDINANCE OF THE CITY OF SEABROOK, TEXAS ESTABLISHING A PUBLIC INFORMATION POLICY TO MANAGE EXCESSIVE, REPETITIVE, OR BURDENSOME REQUESTS FOR PUBLIC INFORMATION AND DESIGNATING A PUBLIC INFORMATION COORDINATOR PURSUANT TO THE TEXAS PUBLIC INFORMATION ACT; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

6.3 Consider and take all appropriate action on renewal and amendment of the License Agreement between the City of Seabrook and Texas Markets for the continued use of City property at 1209 Main Street, adding new provisions regarding vendor selection preferences, restroom requirements, and event frequency, including allowance for additional weekends. *Gayle Cook, City Manager*

6.4 Consider and take all appropriate action on the acceptance of a donation Special Warranty Deed for a 0.6904 acre tract of land associated with the Estate of Ruth Hanssen. *Gayle Cook, City Manager*

6.5 Consider and take all appropriate action on approval of a proposal with Kimley-Horn and Associates, Inc. for Bayside Park Expansion final design and construction drawings to proceed to the Seabrook Economic Development Corporation (SEDC) for funding consideration. *Gayle Cook, City Manager*

6.6 Consider and take all appropriate action on the first reading of Ordinance 2025-24 updating the City of Seabrook Master Fee Schedule.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, TO UPDATE "APPENDIX B", ENTITLED "MASTER FEE SCHEDULE" BY UPDATING AND AMENDING "CITY SECRETARY'S OFFICE FEES"; AND "EMERGENCY MEDICAL SERVICES FEES"; AND "MUNICIPAL COURT FEES"; AND "PARKS AND RECREATION FEES"; AND "SANITATION FEES" AND "POLICE FEES" MAKING FINDINGS OF FACT; REPEALING AND REPLACING ALL REFERENCES TO SUCH FEES AND CHARGES IN ALL ORDINANCES OR RESOLUTIONS IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE AND EFFECTIVE DATE.

7. ROUTINE BUSINESS

7.1 Establish future meeting dates and agenda items.

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

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

I certify that this notice was posted on the bulletin board on or before Wednesday, October 29, 2025, no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





Proclamation

WHEREAS, Diabetes is a serious chronic disease that affects millions of people across the country, with potentially life-threatening complications such as heart disease, stroke, blindness, and kidney disease; and

WHEREAS, an estimated 38.4 million Americans have diabetes, and an additional 97.6 million have prediabetes and are at risk for developing Type 2 diabetes; and

WHEREAS, the annual observation of National Diabetes Awareness Month each November serves to increase public understanding of the risk factors, symptoms, and different types of diabetes; and

WHEREAS, increasing community awareness of preventative measures and healthy lifestyle choices can improve the likelihood that people at risk for or living with diabetes will receive the care they need before suffering serious complications; and

WHEREAS, a focused effort is necessary to combat the diabetes epidemic by supporting research, promoting comprehensive healthcare, and ensuring equitable access to care for all residents;

NOW THEREFORE, I, Jim Sweeney, Mayor of the City of Seabrook in recognition of this event do hereby proclaim the month of **November, 2025** as

Diabetes Awareness Month

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 4th day of November, 2025.

City of Seabrook

Jim Sweeney, Mayor



**MEETING MINUTES
OCTOBER 21, 2025**

**SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING**

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

Mikayla Rios 1801 Aspen Lane Skate Park

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

Councilmember Kubena announced the following events:

Costume Paw Parade on October 25, 2025

National Drug Take-Back Day on October 25, 2025

Fall Sweep on November 1, 2025

Veteran's Day Event on November 11, 2025

Fleet Week Drone Show on November 11, 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 presented the update. **See Attachment A.**

2. PRESENTATIONS

2.1 Mayor Sweeney to present a proclamation declaring November 3, 2025 through November 7, 2025 as Municipal Court Week in the City of Seabrook.

Mayor Sweeney presented the proclamation declaring Municipal Court Week to the Seabrook Municipal Court Judge Dick Gregg and his court staff.

2.2 Mayor Sweeney to present a proclamation declaring October 2025 as Breast Cancer Awareness Month in the City of Seabrook.

Mayor Sweeney presented the proclamation declaring Breast Cancer Awareness Month to Shannon Lecoq with The Rose.

2.3 Hear and receive a report on the City's Financial Report for the period ending September 30, 2025, and the Fiscal Year 2025 Year-End Summary

Finance Director Mike Gibbs presented the report. **See Attachment B.**

2.4 Presentation of an update to the City of Seabrook Strategic Plan

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

3. CONSENT AGENDA

- 3.1 Approve the minutes of the October 7, 2025 City Council Meeting.
- 3.2 Consider and take all appropriate action on the second reading of Ordinance 2025-09 a request to amend the Seabrook Code of Ordinances, Appendix A, "Comprehensive Zoning," Article 2, "Administration," Section 2.03.5, "Prohibited Uses," to modify the ordinance adoption process by reducing the required number of readings and to create a special exception permitting the use of shipping/storage containers in the construction of above-ground and below-ground swimming pools.
- 3.3 Consider and take all appropriate action on the second reading of Ordinance 2025-14 a request to amend the Seabrook Code of Ordinances, Chapter 18, Division 9, "Swimming Pools," to adopt the 2021 Edition of the International Swimming Pool and Spa Code and to create an amendment allowing an alternative construction method using shipping/storage containers for above-ground and below-ground swimming pools, including all related regulations and amendments.
- 3.4 Consider and take all appropriate action on approval on the second reading of Ordinance 2025-21 updating Section 2-47 "Agenda; establishing" to reflect changes enacted by voters in the 2025 Special Charter Election, as well as new requirements by the State of Texas.
- 3.5 Consider and take all appropriate action on Resolution 2025-26 updating the Harris County Multi-Jurisdiction Hazard Mitigation Action Plan.

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

4. WORKSHOP SESSION

Mayor Sweeney moved the meeting into a Workshop Session at 6:34 pm.

- 4.1 Discussion and possible direction regarding funding options and conceptual designs for the Pine Gully Pier project and review of Quality of Life Capital Improvement Projects (CIPs) including those with unfunded or TBD funding sources, and potential new projects such as donated property and the Seabrook Skatepark.

City Manager Cook provided an update on ongoing projects. **See Attachment D.** Mayor Sweeney informed the Council of the current status regarding Harris County's grant intentions following a discussion with County Commissioner Adrian Garcia. The Council engaged in a discussion about the recently donated property on NASA Parkway and deliberated on various initiatives, including the reconstruction of the skate park and the potential demolition of Pine Gully Pier.

The Council instructed staff to prioritize the development of Bayside Park, followed by conducting a study of Pine Gully Pier with input from the General Land Office (GLO). Additionally, staff was directed to pursue funding for the skate park rebuild and to provide a presentation outlining options for a comprehensive renovation. The expansion of parking at Robinson Park will be addressed at a later date, pending further information.

Finally, the Council authorized staff to allocate funding and commence work on the pedestrian bridge at Hester Park.

5. ADJOURN WORKSHOP SESSION AND ENTER BACK INTO REGULAR SESSION

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

6. NEW BUSINESS

6.1 Consider and take all appropriate action on the approval of the video recording of all City board, commission, and corporation meetings.

Councilmember Cervantes presented the equipment acquisition item, highlighting the estimated cost of \$27,400.00. Notably, the equipment would be capable of video recording, with the recorded content to be uploaded the following day. This does not include live-streaming capabilities.

Councilmember Kubena provided an overview of the benefits associated with offering video recording services, and highlighted its potential value.

Motion:	To Approve for all boards, commissions and corporations
Made By:	At-Large Position 6 Sanford
Seconded By:	At-Large Position 4 Cervantes
Vote:	Passed unanimously by all present

6.2 Hear a presentation and take all appropriate action on the overview of a financing plan and a schedule of events for the General Obligation Bonds, Series 2025, regarding the construction of the City Pool. City Financial Advisor John Robuck

With no objections, this item was considered prior to the Workshop Session.

John Robuck presented the overview. **See Attachment E.** Council gave direction to move forward with the presented plan.

6.3 Consider and take all appropriate action on an updated Water and Sewer Impact Fee Study Proposal from Cobb Fendley.

City Engineer Brian Craig presented the item along with all costs associated with the proposed study.

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

6.4 Consider and take all appropriate action to approve the allocation not to exceed \$15,000 from the Hotel Occupancy Tax Fund (HOT) to sponsor a Seabrook-themed fiberglass soccer ball in the Houston 'Art of Soccer' public art program as a participant in the display in Houston's display for the FIFA World Cup 2026.

Motion:	To Approve
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Made By: At-Large Position 6 Sanford
Seconded By: At-Large Position 3 Tollett
Vote: **Passed** unanimously by all present

- 6.5 Consider and take all appropriate action on approval of a Medical Director Agreement with Dr. Madain and authorize the City Manager to execute.**
Emergency Medical Services Chief Robert Turner presented the item.
-

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

7. EXECUTIVE SESSION

Mayor Sweeney adjourned into Executive Session at 7:59 pm.

- 7.1 7.1 Conduct a Closed Session pursuant to Texas Government Code Sections: Sec. 551.074 Personnel Matters**
Annual evaluation of the performance and duties of the City Secretary

8. OPEN SESSION

Mayor Sweeney reconvened into Open Session at 8:21 pm announcing no action taken.

9. ROUTINE BUSINESS

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

City Secretary Rachel Lewis informed Council their next Regular Council Meeting was scheduled for November 4, 2025 at 6:00 pm.

Hearing no further business, Mayor Sweeney adjourned the meeting at 8:21 pm.

APPROVED: _____

Jim Sweeney
Mayor

DATE: _____

ATTEST: _____

Rachel Lewis, TRMC
City Secretary

Application Form

Information

Which Boards would you like to apply for?

Parks and Trails Committee: Submitted

Profile

Debra A Harper
First Name Middle Initial Last Name

Home Address

Suite or Apt

City

State

Postal Code

Mailing Address

Email Address

Primary Phone

Retired from Delta Air Lines/
self employed International Flight
Attendant/ Real Estate-
Landlord
Employer Job Title

Candidate Requirements

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

☒ Yes ☐ No

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

50 years

Are you registered to vote in the City of Seabrook?

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Experience

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

☒ Yes ☐ No

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

☒ Open Space & Trails Committee

Question applies to Parks and Trails Committee

Have you attended a meeting of the Parks & Trails Committee (formerly Open Space & Trails Committee)?

☒ Yes ☐ No

Question applies to Parks and Trails Committee

Are you currently a member of the Parks & Trails Committee (formerly Open Space & Trails Committee)?

☒ 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

Seabrook:Tourism & HOT committieess

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

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

N/A

Question applies to Parks and Trails Committee

The Parks and Trails Committee may work each month with city parks staff and performing hands-on work in the Seabrook parks, such as watering and trimming plants and flowers; planting trees; and checking that equipment is in good working order. What are your feelings on the importance of this role for which you are volunteering?

I enjoy hands on projects.

Question applies to Parks and Trails Committee

The Parks and Trails Committee is directly involved in a number of city events each yer, including an annual tree planting event, a monthly bird count event, and an annual cleanup event. Have you used any of the city's parks and trails or participated in any of the regularly scheduled city events? What was your experience like?

Yes, I've participated in many of these events and I must like them since I keep coming back.

Question applies to Parks and Trails Committee

What special skill or knowledge would you bring to the Parks and Trails Committee?

I bring experience and knowledge of the past, present and ongoing projects with our parks and trails as well as my experience with what will and will not thrive in this area.

Please provide any additional information you feel would be useful to the City of Seabrook City Council in considering your application.

I became interested in serving on what was then called Parks and Trails Beautifucation and Preservation Committee when Carothers Coastal Gardens had been aquired after a bond election. I have a lot of man hours invested in that property as well as working on making Bay Brook Park more inviting and would like to continue getting Carothers Coastal Garden back on track as an adult destination park.

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

☒ I Agree

Application Form

Information

Which Boards would you like to apply for?

Parks and Trails Committee: Submitted

Profile

Nehemiah Jackson
First Name Last Name

Home Address
City State Postal Code

Email Address
Primary Phone

Acoustical Ceiling Tile Solutions Owner
Employer Job Title

Candidate Requirements

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

☒ Yes ☐ No

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

10 years

Are you registered to vote in the City of Seabrook?

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Experience

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

☒ Yes ☐ No

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

☒ Open Space & Trails Committee

Question applies to Parks and Trails Committee

Have you attended a meeting of the Parks & Trails Committee (formerly Open Space & Trails Committee)?

☒ Yes ☐ No

Question applies to Parks and Trails Committee

Are you currently a member of the Parks & Trails Committee (formerly Open Space & Trails Committee)?

☒ 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

Carothers Coastal Gardens Task Force

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 Parks and Trails Committee

The Parks and Trails Committee may work each month with city parks staff and performing hands-on work in the Seabrook parks, such as watering and trimming plants and flowers; planting trees; and checking that equipment is in good working order. What are your feelings on the importance of this role for which you are volunteering?

I'm ok with this and I already ready have direct contact to alert city staff of needs.

Question applies to Parks and Trails Committee

The Parks and Trails Committee is directly involved in a number of city events each yer, including an annual tree planting event, a monthly bird count event, and an annual cleanup event. Have you used any of the city's parks and trails or participated in any of the regularly scheduled city events? What was your experience like?

Yes, I attend Trash Bash and Fall sweep every year. I literally have the T-shirt.

Question applies to Parks and Trails Committee

What special skill or knowledge would you bring to the Parks and Trails Committee?

I'm a Galveston County Master Gardener Gardening for myself Landscape Architecture Experience Civil Engineering Experience Architectural and Engineering drawings of spaces for planning purposes for Grants or other needs.

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

☒ I Agree

Application Form

Information

Which Boards would you like to apply for?

Parks and Trails Committee: Submitted

Profile

David

First Name

Popken

Last Name

Home Address

City

State

Postal Code

Email Address

Primary Phone

Candidate Requirements

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

☒ Yes ☐ No

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

2005

Are you registered to vote in the City of Seabrook?

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Experience

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

☒ Yes ☐ No

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

☒ Open Space & Trails Committee

Question applies to Parks and Trails Committee

Have you attended a meeting of the Parks & Trails Committee (formerly Open Space & Trails Committee)?

☒ Yes ☐ No

Question applies to Parks and Trails Committee

Are you currently a member of the Parks & Trails Committee (formerly Open Space & Trails Committee)?

☒ 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

Wetlands Board pre 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 Parks and Trails Committee

The Parks and Trails Committee may work each month with city parks staff and performing hands-on work in the Seabrook parks, such as watering and trimming plants and flowers; planting trees; and checking that equipment is in good working order. What are your feelings on the importance of this role for which you are volunteering?

this is our most import task

Question applies to Parks and Trails Committee

The Parks and Trails Committee is directly involved in a number of city events each yer, including an annual tree planting event, a monthly bird count event, and an annual cleanup event. Have you used any of the city's parks and trails or participated in any of the regularly scheduled city events? What was your experience like?

The City handles the events in a very professional manner

Question applies to Parks and Trails Committee

What special skill or knowledge would you bring to the Parks and Trails Committee?

Extensive experience with plants, trees and planting, experienced as a board member and board chair

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

☒ I Agree

Application Form

Information

Which Boards would you like to apply for?

Planning and Zoning Commission: Submitted

Profile

Thomas J Doolin
First Name Middle Initial Last Name

Home Address
City State Postal Code

Mailing Address

Email Address
Primary Phone

Becht Engineering Strategic Planning Specialist
Employer Job Title

Candidate Requirements

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

Yes No

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

1 Year

Are you registered to vote in the City of Seabrook?

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Experience

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

☐ Yes ☒ No

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

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

Question applies to Planning and Zoning Commission

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

☐ Yes ☒ No

Question applies to Planning and Zoning Commission

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☒ Yes ☐ No

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

Bay Oaks HOA Treasurer

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 Planning and Zoning Commission

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

Focus on quality-of-life infrastructure is also important. During the construction of Rt146 bypass, many small businesses were displaced and there was disruption to the city's quality of life. As the project winds down and the modifications north of Repsdorph are complete, efforts to bring business back and beautification of the corridor could be supported. Also, some of the infrastructure is aging, especially along Main Street & Old Seabrook, and could use a refresh. It also seems to me that maintaining the small-town environment is important. A focus on locally owned and operated businesses would take priority over franchise businesses. Businesses like the Classic Café, Alspaugh's and Dam Fine Coffee can be challenging as they do not have economies of scale. While they need to be viable on their own, a little help may go a long way. The City of Seabrook 2023-2024 Strategic plan highlights several points focused on the objectives of Supporting Existing Businesses, Business Marketing and Recruitments, Quality of life Infrastructure, Communications and Old Seabrook. These are all important parts of a growth plan

Question applies to Planning and Zoning Commission

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

Seabrook is fairly well developed with little un-used properties. The most significant planning related iassue is the re-development of te 146 corridor now that the construction is complete. Planning and zoning can ensure the new development maximized the quality of life for the residence of the city. For example, I thought the plan to have the city center apartments entrances be onto the 146 frontage road vs onto Repsdorph was a great idea. Those types of recomemndatons will enhance any new development.

Question applies to Planning and Zoning Commission

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

Everytime I hear someone comment that they thoughth new construction would impact their quality of life, I reply that remember your house was once new and it may have impacted someone elses quality of life. So the good is that Seabrook is a great place to live and people want to move hear. It is a small city in the middle of a large metroplex so we have the small town feel with all the big city amenities. Maintaining that balance while allowing development is improtant.

Question applies to Planning and Zoning Commission

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

"Not in my back yard" attitude towards commercial or industrial development is common. But it is also needed. Positive factors are that it provides jobs and a tax base for the city. Negative factors are that it can impact residential life. Anyone who drives north on 146 while the container trucks are running understands that. It is not if, but how the commercial or industrial areas develop. Keeping a barrier, to the extent possible, between commercial and residential areas is important. Proper commercial vehicle access is also important. Utilities must also be evaluated.

Question applies to Planning and Zoning Commission

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

My background in front end project evaluation and project portfolio management would be directly related to the work of Planning and Zoning. I spent the last 17 years of my primary career managing the large project portfolios of 3 large gulf coast refineries. I have experience working with engineering companies on feasibility studies, financial analysis of project proposals, and presenting opportunities to steering committees. While my undergraduate degree in Chemical Engineering is not directly applicable, the analytical and critical thinking skills are. I also understand the need to focus on standards when evaluating any project.

[TJDoolin.doc](#)

Upload a Resume

Please provide any additional information you feel would be useful to the City of Seabrook City Council in considering your application.

While new to Seabrook (October 2024), I have been a resident of Clear Lake for the last 20 years and Seabrook has been the center of our social and civic activities for the last 10 years. I am a member of the Seabrook Rotary and have participated in many civic and charitable activities over the years. In 2023 I was commissioned as an Admiral in the Texas Navy.

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

THOMAS J. DOOLIN

████████████████████
████████████████████
████████████████
████████████████████

Professional Summary

38+ years of business planning, management, engineering and process operations experience in the downstream and midstream industry. Emphasis on project development and process improvements & expansions. International experience in the Asia Pacific, Middle East, European, and South American regions. Background includes technical and operating experience on all key process units.

Core competencies include cross functional team leadership, refinery economics, project development, alternative screening, portfolio management and capital budgeting.

Professional Experience:

EXXONMOBIL CORPORATION, Spring, Texas (2017 to 2018)

Project Executive

Lead cross functional teams including engineering, operations, business planning, product sales & supply and environmental & safety. Portfolio includes early development of \$900MM in potential capital investments. Opportunities focused on configuration changes at US Gulf Coast Refineries. Key decisions focused on scale of investment, permitting strategy, resource balancing and portfolio management.

Business Planner, Mid-stream

Completed all business planning functions for project associated with investments in the Permian basin. Activities include development of project economics, evaluation of incremental investments, and managing capital budgeting process.

EXXONMOBIL CORPORATION, Baytown, Texas (2015 to 2017)

Project Development Group Leader

Supervised a team of 5 planners with the responsibility to identify opportunities, evaluate alternatives, coordinate contract engineering resources and progress appropriations. Projects totaling \$600M in execution or are complete.

- Maintained alignment among technical, operations and headquarters groups on capital plan, economic basis, schedules, etc.
- Projects included margin related crude unit expansions and well as regulatory projects for the Refinery Sector Rule and NSPS Ja
- Member of the Capital Project Prioritization Team for screening smaller opportunities

EXXONMOBIL CORPORATION, Baytown, Texas (2006 to 2015)

Planning Advisor

Advisor to North American Project Executive (Regional organization with 25 business planners managing project development and capital appropriations averaging \$400M per year)

- Developed compliance strategy for 2 major environmental regulations and lead regional team through development and appropriation. Total Corporate spend was \$500M.
- Member of Steering Committee directing the Process Technology Development Research budget. \$25M/YR program focused on the development of breakthrough technologies.

EXXONMOBIL CORPORATION, Chalmette, Louisiana (2001 to 2006)

Business Planner

Managed the development of capital investments for a 190,000 BBL/D joint venture refinery on the Gulf Coast. Responsible for a \$2M per year developmental expense budget and \$50 million in annual capital appropriations. Activities include identification of opportunities, evaluation of alternatives, coordination of contract engineering resources and capital budgeting.

- Managed joint venture relationships with respect to capital investment. Careful management of project development and owner relations prevented potential project delays of as much as 6 months.
- Crude/Coker expansion increased sour crude processing 5KBD in full upgrade.
- Developed logistics opportunities including upgrades to the Crude terminal allowed increased parcel size and connection to the Louisiana Offshore Oil Port (LOOP) for improved crude flexibility.

MURPHY OIL CORPORATION, Meraux, Louisiana (1998 to 2001)

Operations Superintendent, West Plant (1998-2000)

Responsible for the operations activities for FCC #1, FCC #2, Alkylation, Boiler house, process water treatment and product movement. Total staff size included 56 hourly production and 8 salary personnel.

Operations Superintendent, East Plant (2000-2001)

Responsible for the operations activities for the Crude Unit, Vacuum Unit, ROSE, CCR, Hydrotreaters and Sulfur Complex. Established two record years for Crude throughputs in 1998 and 2000. Total staff size included 40 hourly production and 6 salary personnel.

TOTAL PETROLEUM, NORTH AMERICA, Ardmore, Oklahoma (1996 to 1998)

Senior Process Engineer

Perform operations engineering functions as member of the Crude Unit / Distillate Hydrotreater Team. Activities cover the full range of engineering disciplines including process optimization, catalyst evaluation and selection, turnaround planning, economic evaluations and new project development.

MOBIL OIL CORPORATION, Fairfax, Virginia (1992 to 1996)

Product Coordinator

Coordinated the movement of product from a 350,000 barrel/day Joint Venture Refinery in the Kingdom of Saudi Arabia. Optimized integrated refinery economics. Performed supply operations on all Mobil cargoes shipped from the refinery.

Business Analyst

Promoted to a key role in the global optimization of the production and distribution of products in Mobil's integrated, 15 million barrel per year lubricant business.

MOBIL OIL CORPORATION, Paulsboro Refinery, New Jersey (1980 to 1992)

Process Engineering Supervisor

Supervised a group of four engineers performing technical service functions related to day-to-day process and project problem solving. Monitored unit performance, enhanced unit efficiency, and troubleshoot unit problems.

Product Scheduler

Designed, instituted and revised short term refinery operations plans based on the raw materials, product demands, and operational capabilities. Ensured appropriate supply of crude oil and shipment of finished products. Managed intermediate inventories.

Assistant Operating Supervisor

Troubleshoot operational problems. Interfaced with engineering groups to ensure operability of designs. Assigned as Operations Supervisor as needed.

Process Engineer

Provided process engineering services such as monitoring and troubleshooting unit performance and optimizing unit efficiency. Also performed project engineering functions. Conceived, designed and implemented refinery projects for improved process efficiency and increased product recovery.

Education

MBA, University of Delaware, Newark, Delaware	1987
B.S. in Chemical Engineering, Lafayette College, Easton, Pennsylvania	1980

Application Form

Information

Which Boards would you like to apply for?

Planning and Zoning Commission: Submitted

Profile

Byron Hanssen
First Name Last Name

Home Address
City State Postal Code

Email Address
Primary Phone

Law Office of Byron Hanssen, PLLC Attorney
Employer Job Title

Candidate Requirements

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

Yes No

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

32 Years

Are you registered to vote in the City of Seabrook?

Yes No

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

Yes No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Experience

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

☒ Yes ☐ No

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

- ☒ Civil Service Commission
- ☒ Planning & Zoning Commission

Question applies to Planning and Zoning Commission

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

☒ Yes ☐ No

Question applies to Planning and Zoning Commission

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

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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 Planning and Zoning Commission

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

Seabrook is a coastal bedroom community. Its future and growth are closely tied to this identity. For Planning and Zoning this becomes essential to steer growth in line with the communities wishes and needs.

Question applies to Planning and Zoning Commission

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

The primary planning related challenge in Seabrook is that 60%+ of the land has already been developed. With the focus shifting to infill projects the Planning and Zoning Commission must bear in mind the impact of new development on the neighboring properties and the people that live in the surrounding area. Seabrook also faces the challenge that much of this undeveloped land is held by families that are unmotivated to develop the land. There is little Planning and Zoning can do about this alone, however coordinating with the Economic Development Corporation could be effective in designing plans to motivate business to work with unmotivated landowners.

Question applies to Planning and Zoning Commission

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

The factors that make a residential neighborhood a good place to live is a focus on quality of life. Security of person, place, and possessions. Spaces for recreational activities. Amenities such as grocery stores, restaurants, healthcare services and other conveniences. Commuting distance to work. And quality infrastructure such as roads, sidewalks, and reliable utilities.

Question applies to Planning and Zoning Commission

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

Some of the aspects that contribute to a productive commercial or industrial area begins with a focus on access to resources such as transportation networks, a skilled workforce, and reliable utilities. Mindful regulation around these areas to balance economic development incentives with environmental preservation and maintaining the area's attractiveness.

Question applies to Planning and Zoning Commission

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

- Prior experience on the City of Seabrook Planning and Zoning Commission; active participation in meetings, proposal of new ordinance ideas. - Familiar with the City of Seabrook Comprehensive Master Plan and prior surveys. - Small business owner - Attend the State of the Bay / State of the City presentations - Licensed Texas Attorney, proficient in reading and analyzing state codes and city ordinances. - Resident of Seabrook for over 30+ years.

Please provide any additional information you feel would be useful to the City of Seabrook City Council in considering your application.

I attempted to upload my resume, but was unable to. I attempted, .PDFs, .DOCs, and .DOCX

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

☒ I Agree

Application Form

Information

Which Boards would you like to apply for?

Planning and Zoning Commission: Submitted

Profile

Gary T Renola
First Name Middle Initial Last Name

Home Address
City State Postal Code

Email Address
Primary Phone

ExxonMobil (Retired) Project Executive
Employer Job Title

Candidate Requirements

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

Yes No

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

33 years

Are you registered to vote in the City of Seabrook?

Yes No

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

Yes No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

Experience

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

☐ Yes ☐ No

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

- ☒ Master Plan Review
- ☒ Planning & Zoning Commission
- ☒ Seabrook Economic Development Corporation

Question applies to Planning and Zoning Commission

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

☐ Yes ☐ No

Question applies to Planning and Zoning Commission

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

City of Mont Belvieu (2004), Water and Sewer Committee to advise on what to place in bond election

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 Planning and Zoning Commission

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

The key processes to promote growth through "good" development are 1) an City Council open to development and flexible in thinking, 2) ECD/CC that uses appropriate incentives to recruit the "good" consistent with our needs and values, 3) P&Z that is thoughtful and deliberate in the opportunities presented, 4) development and execution of our existing "planning documents" and 5) thoughtful public input. The hwy146 completion and moving the sewer plant are going to open up a lot of development opportunities. The Livable City Plan and Seabrook Master Plan will provide direction for City Council and P&Z for many years. Most of our efforts will be concentrated on our commercial opportunities along Nasa Parkway, the Hwy 146 corridors and in the Old Seabrook "Livable Center" area. Commercial opportunities than enhance the quality of our lives and provide needed amenities will be the city's focus. In our large vacant tracts we need to ensure enhanced property tax and sales tax revenue. In the smaller areas, we need to have quality small, unique businesses. Since Seabrook has limited vacant land, we need to be judicious in any opportunities that do not comply with our current zoning though PUDs. I expect that we will continue to have developers bring us PUDs for consideration. These will require thorough review by P&Z and City Council and thoughtful public input.

Question applies to Planning and Zoning Commission

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

The Seabrook Master Plan Provides P&Z a template for the next few years. Typically P&Z pulls elements from the Master Plan to work on with input from CC. One example is Old Seabrook (per the Livable City Plan) where P&Z can have an impact. Its execution will require some tweaks to the existing land uses and ordinances in Old Seabrook. Also, the zoning in the Red Bluff area needs to be carefully thought through so that we maximize commercial/residential opportunities without negative effects on the existing residential in that area. We need to realize that the Port of Houston is an entity to our north that operates in its own best interest and not necessarily Seabrook's interests. In general, since there are minimal open tracts in Seabrook, the recent trend of using PUDs will continue. The PUD approval process needs to have good public input and P&Z's attention to detail. Lastly, traffic in the intersection of Hwy146/Red Bluff will be a challenge for Seabrook. It is not certain that P&Z can help, but it needs a more detailed study for future impact of residents east of Hwy146 that use Red Bluff.

Question applies to Planning and Zoning Commission

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

Key aspects of quality residential neighborhoods are: 1) Consistent standards provided by each zoning area, 2) a recognition that not all areas/subdivisions of Seabrook have HOAs to protect neighborhood values, 3) quality access with well-planned thoroughfares, 4) adequate buffering from intrusive commercial development particularly with site lines, traffic, noise and lights, 5) attention to threats from flooding from significant rain events/hurricanes, 6) sensitivity to existing property owners property values and rights from new uses or developments 7) a recognition that tweaks are necessary as technology and problems occur. Quality residential neighborhoods flourish with these concepts.

Question applies to Planning and Zoning Commission

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

Significant factors that are important for good commercial or industrial area are 1) Aesthetics (example façade materials, lighting), 2) good traffic access, 3) quality, non-intrusive signage, 3) bringing quality amenities to the residents, 4) attracting significant customers from outside Seabrook, 5) priority to residential property values, 6) ideally higher sales tax and property tax revenue, 7) attention to redundant uses that compete for the same customers (not all redundant uses are bad. However, multiple quality restaurants in one area, like The Point, is not necessarily bad if we are able to create an area known for quality food that attracts customers from outside the city. For Seabrook, we are not likely to get the big box stores that are prominent in our area. This does not fit our city land use at the current time.

Question applies to Planning and Zoning Commission

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

I have an extensive background with Seabrook city government and served in many leadership positions. I was on City Council (2005-2008), Mayor (2008-2011), EDC including Chair (4yrs), Seabrook Master Plan commission (2016) and currently serving as Chair of P&Z (5 yrs) . I am thoroughly familiar with city processes, ordinances (especially those related to zoning), and the history of the city. My ExxonMobil work and leadership experience provided significant relevant planning and strategic thinking. I have extensive experience with area non-profits volunteering and serving in leadership for most of those. Non-profit experience includes Board of Directors for the following: West Chambers County Chamber of Commerce, Big Brothers Big Sisters, Clear Creek Education Foundation, Communities in Schools, and Space Center Rotary. I also have excellent working knowledge of Roberts Rules of order.

[Renola Resume_2025_PandZ_Application.doc](#)

Upload a Resume

Please provide any additional information you feel would be useful to the City of Seabrook City Council in considering your application.

I appreciate the opportunity to serve Seabrook on P&Z and hope to do so in the future. I enjoy the challenges that serving as a volunteer provides. I especially enjoy being Chair of P&Z and having the entire commission participate in thoughtful deliberation. I hope that we can continue to use P&Z to do the strategic aspect of "planning" for Seabrook. Also, P&Z is a very technical commission and that suits my background and aptitudes. I believe I add value to P&Z as a long term resident, having an extensive background in serving the city, and having the historical and technical knowledge of P&Z and our zoning ordinances. I have served the community with many organizations and have won numerous awards for my service. I wish to be reappointed and continue serving Seabrook.

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

Gary T. Renola

Work experience

Summary: Retired ExxonMobil engineer with 32 years of experience in synthetic fuels development, polyethylene process and product development, safety, project management, and capital project development and execution. Experience in plant management team for 1.5 billion pound per year commercial Mont Belvieu Polyethylene Plant. Also experience in Baytown Refinery Extended Leadership Team.

2008 – 2010(retired) ExxonMobil Baytown Refinery

Baytown Refinery OSD Planning and Improvement (Sr. Planner)

- Responsible for Project Development activities in Baytown Refinery
- Member of refinery Extended Leadership Team

1998 - 2010 ExxonMobil Chemical, Mont Belvieu Plastics Plant

Improve Team Leader and Project Venture Manager

- Management of Process Design, Detailed Engineering and Construction of Capital Projects at 1.5 billion lb/yr polyethylene plant.
- Venture Manager for multiple projects up to \$50M.
- Member of plant management team reporting to the Plant Manager.

1995 - 1998 Exxon Chemical, Mont Belvieu Plastics Plant

Major Expansion Project Leadership Team

- Held multiple leadership roles in Project Team for major debottleneck projects of approximately \$100M.
- Member of Project Leadership Team responsible for safety, design, and execution of projects.

1991 - 1995 Exxon Chemical, Baytown Polymer Center

Metallocene Catalyst Commercialization

- Responsible for translating pilot plant results to commercial test conditions and coordination of commercial test runs, data analysis and follow-up.

1986 – 1991 Exxon Chemical, Mont Belvieu Plastics Plant

Mont Belvieu Plastics Plant Technical Department for LLDPE

- Responsible for wide range of longer range activities in polymerization and finishing.
- Task force leader for finishing improvement, reactor fouling reduction and pellet quality improvement teams.

1985 - 1986 Exxon Chemical, Baytown Polymer Center

Polyethylene Product Development

- Responsible for blow molding product development program including support of customer trials and supporting pilot plant and commercial production plant experimental runs.

1984 - 1985 Exxon Chemical, Baytown Polymer Center

Polyethylene Process Technology Department

- Responsible for grade development and pilot plant support for Linear Low Density Polyethylene UNIPOL technology.

1978 - 1984 Exxon Research and Engineering Company

Synthetic Fuel Pilot Plant Development

- Technical contact for coal gasification and coal liquefaction pilot plants. Project leader responsible for 3 synthetic fuel conversion pilot plants including technical and operations supervision.

Education

1970 - 1974 The Pennsylvania State University, University Park, Pa.

B.S. in Chemical Engineering

- ChE Senior Achievement Award for Outstanding Senior.
- President, Engineering Undergraduate Council.

1974 - 1976 The University of Illinois, Champaign/Urbana, Ill.

M.S. in Chemical Engineering

- Thesis: Control of Unstable States for Carbon Monoxide Combustion in a Well-Mixed Reactor

1976 - 1978 The University of Illinois, Champaign/Urbana, Ill.

Ph.D. in Chemical Engineering

- Thesis: Chaotic Oscillations in the Catalytic Oxidation of Hydrogen on Nickel

Volunteer Activities

Clear Creek Education Foundation Board of Directors, (2012 - present), Chair/ Past Chair/ Program Committee Chair

Space Center Rotary Board of Directors (2014 - present), Fundraising Administrator, New Generations

City Of Seabrook Master Plan Commission (2015 – present)

City of Seabrook Mayor (2008 - 2011) Note: served during Hurricane Ike and interfaced with County, State and Federal Agencies for recovery funding.

City of Seabrook City Council Position 6 (2005 - 2008), Mayor Pro Tem

Seabrook Economic Development Corporation Board of Directors (2003 - 2005, 2008 - 2011), President

Bay Area Houston Convention and Visitors Bureau Board of Directors (2010 - 2011)

Bay Houston Transportation Partnership Board of Directors (2006 - 2011), Secretary

Economic Alliance Houston Port Region Board of Directors (2008 - 2011)

West Chambers County Chamber of Commerce Board of Directors (1999 - 2004), Chairman/Vice Chairman

Big Brothers Big Sisters (BBBS) Houston Board of Directors (1999 - 2004)

BBBS Mentor (1999 - present), mentored 4 different young men in community match

Space Center Rotary (2013-2025), 8 years on Board of Directors

**Awards and
Recognition**

Big Brothers Big Sisters Lone Star – Big Brother of the Year (2011)

ExxonMobil Chemical Global Award for Excellence in Responsible Care (Community Service, 2005)

Bay Area Men and Women of Heart Community Volunteer Award (2004)

Big Brothers Big Sisters Houston - Volunteer of the Year (2001)

CCEF George B. Carlisle Distinguished Service Award (2024)

Seabrook Citizen of the Year (2024)

**Patents and
publications**

Professional Publications:

Reactor Scale-up for the Exxon Donor Solvent Coal Liquefaction Process, Seventh Annual EPRI Conference on Coal Liquefaction, May, 1983

Applications of Semi-Empirical Correlations for the EDS Liquefaction Process, Y. A. Hu, G. T. Renola, et al, AIChE Meeting, November, 1981

Strange Oscillations in Chemical Reactions – Observations and Models, G. T. Renola and R. A. Schmitz, et al, Dynamics and Modelling of Reactive Systems, 1975

Patents:

Co-inventor for 5 Patents related to Commercialization of Metallocene Catalyst in LLDPE Reactors (US5442019, US5672665, US5672666, US5763543, US5712352)

Application Form

Information

Which Boards would you like to apply for?

Planning and Zoning Commission: Submitted

Profile

Russ F Rhodes
First Name Middle Initial Last Name

Home Address
City State Postal Code

Mailing Address

Email Address
Primary Phone

Retired
Employer

Candidate Requirements

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

☒ Yes ☐ No

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

Since 2015

Are you registered to vote in the City of Seabrook?

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Experience

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

☐ Yes ☒ No

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

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

Question applies to Planning and Zoning Commission

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

☐ Yes ☒ No

Question applies to Planning and Zoning Commission

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☒ Yes ☐ No

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

4th of July Commission in Friendswood

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 Planning and Zoning Commission

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

I think we have a chance to do some very good things post 146 project. Thinking outside the box might be required, but do want to help manage this transition, balancing the old Seabrook feel with the new opportunities!

Question applies to Planning and Zoning Commission

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

Short term - managing the new business needs post 146 Long term- Managing the north side of the city and its impact on nearby communities. I think the businesses I have heard about can coexist well, Would like to see a citizen/business partnership similar to what Deer Park and Laporte have to keep communication lines open!

Question applies to Planning and Zoning Commission

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

Strong enforcement of our ordinances to ensure properties are kept in good shape Having a clear vision of what we want Seabrook to look and feel like in 5, 10, 20 years.

Question applies to Planning and Zoning Commission

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

Poor communication with the community and businesses. Need a routing interface forum.

Question applies to Planning and Zoning Commission

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

I have worked with these community forums in Deer Park and Laporte when I worked with Shell

[Resume_Russ_Rhodes_Dow.docx](#)

Upload a Resume

Please provide any additional information you feel would be useful to the City of Seabrook City Council in considering your application.

My life experiences to date have allowed me to build strong communication skills, troubleshooting skills and calm disposition towarded emotional topics.

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

Russ Rhodes



[REDACTED]



[REDACTED]

Summary

Objective - Part time consulting using my 38 years experience in Refining and Chemicals manufacturing to help customers improve their performance.

Specialties: Production Management, Maintenance Management, Engineering Management, Plant Operations, Turnaround Management, Project Management

Experience



Advisor

Pilko and Associates LP
January 2022- present



Board Member

Habitat for Humanity - Bay Area Houston
Dec 2018 - Present (1 year 8 months +)



Consultant

Motiva Enterprises LLC
Aug 2017 - Sep 2019 (2 years 2 months)
Worked as Interim Engineering Assurance Manager for Motiva Major Projects. Helped the Engineering Director stand up the technical assurance organization - work processes and standards.



Motiva Port Arthur Engineering Manager

Motiva Enterprises LLC
Jul 2015 - May 2017 (1 year 11 months)
Member of the Site Leadership team in charge of all Engineering functions for the site. The Port Arthur site is the largest refinery in the United States. Engineering functions include Rotating Equipment, Electrical Engineering, Pressure Equipment Engineering, Reliability Engineering, Facilities Engineering, Learning from Incidents, Investigations of Incidents and Engineering Documents. The site has set record levels of production in 2016. The site had the best quarter and best month of reliability operation in 2016 in the history of Port Arthur.



Manager Production Excellence Asset Availability

Shell
May 2013 - Jul 2015 (2 years 3 months)
The department provided expert support in the areas of Maintenance, Reliability and Turnarounds for all of the Shell/Motiva Sites in North and South America. Team of 25 developed annual improvement plans with each site and defined the level of support from our team. As the leader of the group, I provided senior consultant support for several sites and visited each site to ensure an improvement plan was on target.



Reliability and General Engineering Support Manager

Shell
Jan 2008 - May 2013 (5 years 5 months)
Team provided Reliability Engineering, Facilities Engineering and Civil Engineering support for the Shell Deer Park site. Supervised a team of 30 engineers and contractors. Also served as the Global Discipline Head for

Reliability Engineering.

HSSE Manager - Shell Deer Park Site

Shell

Jan 2006 - Jan 2008 (2 years 1 month)

First manager of the integrated Shell Chemical Site and Shell Refinery Site HSSE Department. These two sites had been run totally independent for over 15 years. Our team integrated all work processes, documentation and support for the site. This role was a member of the Site Leadership Teams for the Refinery and Chemical plant.

Operations Manager - Shell Deer Park Olefins Plant

Shell

Mar 2001 - Jan 2006 (4 years 11 months)

Integrated the revamped Op-2 plant and the existing Op-3 plant into one group. The integrated plant had 27 furnaces, and 3 cold side trains. Merged the operating practices, procedures and plans into one department. Department had Operations, Maintenance, Technical and Engineering resources assigned. The total group size was over 150 personnel. Plant reached record levels of HSE, Production and costs during this period. Accountable for developing and delivering the annual Business Plan.

Operations Technical Manager Aromatics Business

Shell

Jan 1998 - Mar 2001 (3 years 3 months)

This role was an integration role. Ensured technical, capital and business plans were developed and supported for all Shell Aromatics plants globally. Worked in the Business Center offices.

Projects Manager/Divestment Manager - Shell Chemicals Deer Park

Shell

Oct 1997 - Nov 1998 (1 year 2 months)

Managed Capital projects for the Deer Park Chemical Plant. Also Managed all Deer Park activities to support the divestment of Shell Resins plant. The group developed all service contracts for utilities and services for the new company. Also provided all due diligence documents in the HSE and asset space. Deal negotiations went smoothly, and contracts are still in place and functioning.

Technical/Maintenance Manager - Shell Deer Park Resins

Shell

Dec 1994 - Oct 1997 (2 years 11 months)

Managed the Maintenance and Facilities Engineering team for the Resins Plant. Implemented new global maintenance work processes and achieved record low levels of craft headcount while maintaining backlog, equipment and safety performance.

Operations Manager - Heavy Olefins Plant - Shell Deer Park

Shell

Dec 1989 - Dec 1994 (5 years 1 month)

Managed operations, engineering, technical and maintenance resources for the Heavy Olefins Plant. Department started up a new Isoprene plant in 1990 and quickly worked through all technical issues and reached stable operations 12 months before premised date. Accountable for developing and delivering the annual Business Plan.

Event Manager/Project Engineer - Shell Deer Park Phenol Plant

Shell

Jan 1987 - Dec 1989 (3 years)

Was the first Turnaround event manager in the newly formed DP Turnaround department. Prior TAs had been

executed under the guidance of the Maintenance departments. Delivered \$15 mm TA and project with no HSE incidents, on time, on budget and meet project and reliability premises.

Production Engineer - Shell Deer Park

Shell

May 1981 - Jan 1987 (5 years 9 months)

Provided facilities engineering support for multiple departments - Alkylation/Thermal Cracking, Logistics, Phenol - Acetone. Implemented projects and provided day to day engineering support for the plants.

Education



Christian Brothers University

BS, Mechanical Engineering

1977 - 1981



Harding Academy

Mathematics

1970 - 1977

Skills

Project Management • Operations Management • Technical Leadership • Maintenance Management • Production Management • Talent Management • Engineering • Risk Assessment • Refinery • Petrochemical

Planning & Zoning Commission OFFICIAL REPORT

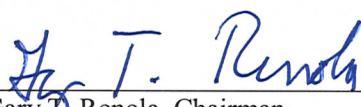
The Planning and Zoning Commission of the City of Seabrook met on September 18, 2025 to hold a meeting to consider:

3.1 Consider and take all appropriate action on a request for a Conditional Use Permit to establish an "Open Air Market" at 1208 North Meyer Road as per the Seabrook City Code, Appendix A, Comprehensive Zoning, Article 4, "Special Use Regulations," Section 4.11, "Conditional use permit criteria and procedures".

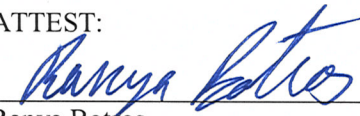
THE PLANNING & ZONING COMMISSION MADE THE FOLLOWING RECOMMENDATION:

APPROVAL ☒ **APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW)** ☐ **DENIAL** ☐
by a concurring vote of a majority of members of the Planning and Zoning Commission present at the meeting on September 18, 2025, as designated below and as certified by the signature of the Chairman.
This document is not valid unless signed by the Chairman/Presiding Commissioner.

<u>VOTE:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>INITIAL</u>
Gary Renola	✓				GJR
Byron Hanssen	✓				BH
Scott Reynolds	✓				SR
Ed Klein	✓				EK
Guy Rodgers	✓				GR
Rhonda Thompson	✓				RT
Jared Justus	✓				JJ



Gary T. Renola, Chairman
Planning & Zoning Commission

ATTEST:


Ranya Boros
Community & Economic Development
Coordinator



Agenda Briefing

Date of Meeting: November 4, 2025

Responsible Department: Community Development

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

Briefing Prepared By: Sean Landis

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the first reading of Ordinance 2025-22 a request for a Conditional Use Permit to establish an “Open Air Market” at 1208 North Meyer Road as per the Seabrook City Code, Appendix A, Comprehensive Zoning, Article 4, “Special Use Regulations,” Section 4.11, “Conditional use permit criteria and procedures”.

Executive Summary / Background:

The Brunch Party Market is a vibrant community event held at 1208 Meyer Road in Old Seabrook. The event holder believes it brings together local makers, artisans, food vendors, and musicians for one-of-a-kind shopping and social experience. Designed to celebrate creativity and community, the market blends the laid-back energy of a weekend brunch with the excitement of a curated vendor fair. Guests can enjoy a variety of food and beverage options, browse unique handmade goods, discover local small businesses, and connect with neighbors in a festive, welcoming atmosphere.

The Brunch Party Market takes place on the last Saturday of each month, from 11:00 a.m. to 3:00 p.m., serving as a dedicated site for pop-up vendors to showcase their work. Each market features 20–25 vendor booths, offering artisan crafts, specialty foods, and locally made goods. Attendance is strong, with hundreds of customers on-site at any given time throughout the event. While final headcounts are not tracked, the bustling atmosphere has been a consistent draw for both residents and visitors.

To date, the first four Brunch Party Markets have been approved through the City of Seabrook’s Special Events process. Given the event’s success and community benefit, the event holder is now requesting the approval of a Conditional Use Permit (CUP) to allow the market to continue as an approved use throughout the entire year.

The market has also had a measurable positive economic impact. For example, vendors

report that a normal Saturday generates around \$1,500–\$2,500 in sales, while Brunch Party Market Saturdays regularly exceed \$4,000.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Official Report
2. Staff Presentation
3. Ordinance # 2025-22

Prior Action / Review by Council, Boards, Commissions:

At its regular meeting on September 18, 2025, the Planning and Zoning Commission unanimously recommended that the City Council approve the requested Conditional Use Permit (CUP).

Staff Recommendation:

Planning & Zoning Commission OFFICIAL REPORT

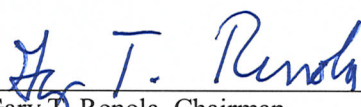
The Planning and Zoning Commission of the City of Seabrook met on September 18, 2025 to hold a meeting to consider:

3.1 Consider and take all appropriate action on a request for a Conditional Use Permit to establish an "Open Air Market" at 1208 North Meyer Road as per the Seabrook City Code, Appendix A, Comprehensive Zoning, Article 4, "Special Use Regulations," Section 4.11, "Conditional use permit criteria and procedures".

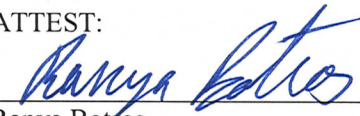
THE PLANNING & ZONING COMMISSION MADE THE FOLLOWING RECOMMENDATION:

APPROVAL ☒ **APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW)** ☐ **DENIAL** ☐
by a concurring vote of a majority of members of the Planning and Zoning Commission present at the meeting on September 18, 2025, as designated below and as certified by the signature of the Chairman.
This document is not valid unless signed by the Chairman/Presiding Commissioner.

<u>VOTE:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>INITIAL</u>
Gary Renola	✓				GJR
Byron Hanssen	✓				BH
Scott Reynolds	✓				SR
Ed Klein	✓				EK
Guy Rodgers	✓				GR
Rhonda Thompson	✓				RT
Jared Justus	✓				JJ



Gary T. Renola, Chairman
Planning & Zoning Commission

ATTEST:


Ranya Boros
Community & Economic Development
Coordinator

City Council Meeting November 4, 2025







Seabrook Cheese Co.

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Besties and Bubbles Summer Market

AUGUST 30TH



Ladies Night Market

✨ Recap ✨

Ladies Night Market

[No Title]

YOUR INVITED TO LADIES NIGHT:

BLOOMS & Bubbly

OFFICIAL VENDOR



THUR | AUG 14 | 6-9PM
@Seabrook Cheese Co

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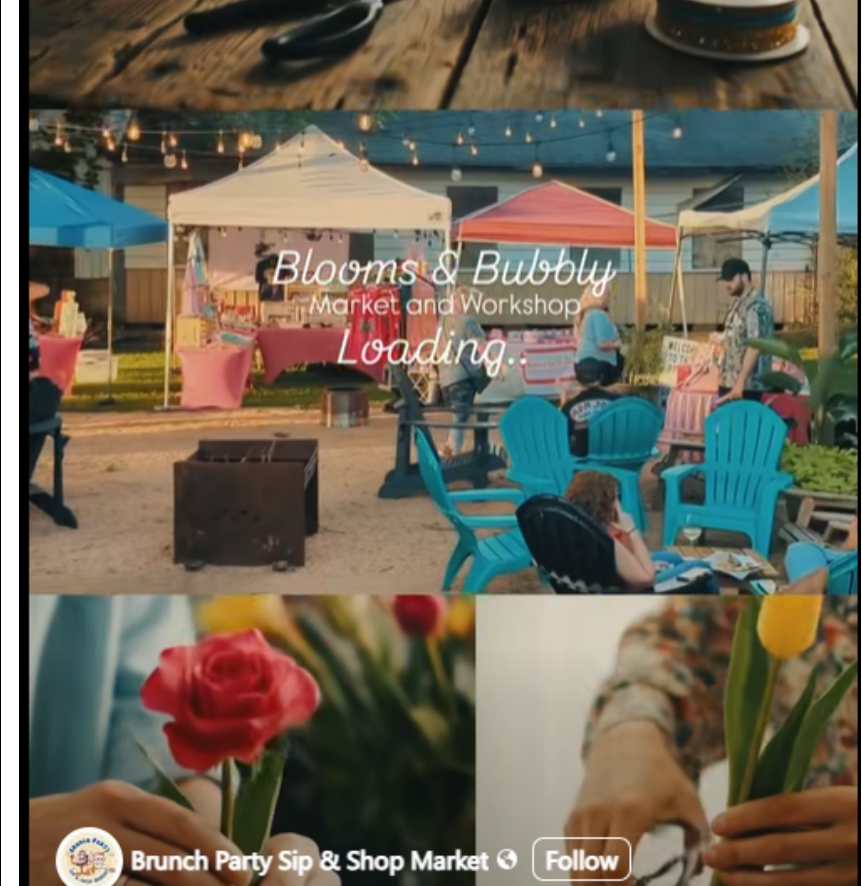
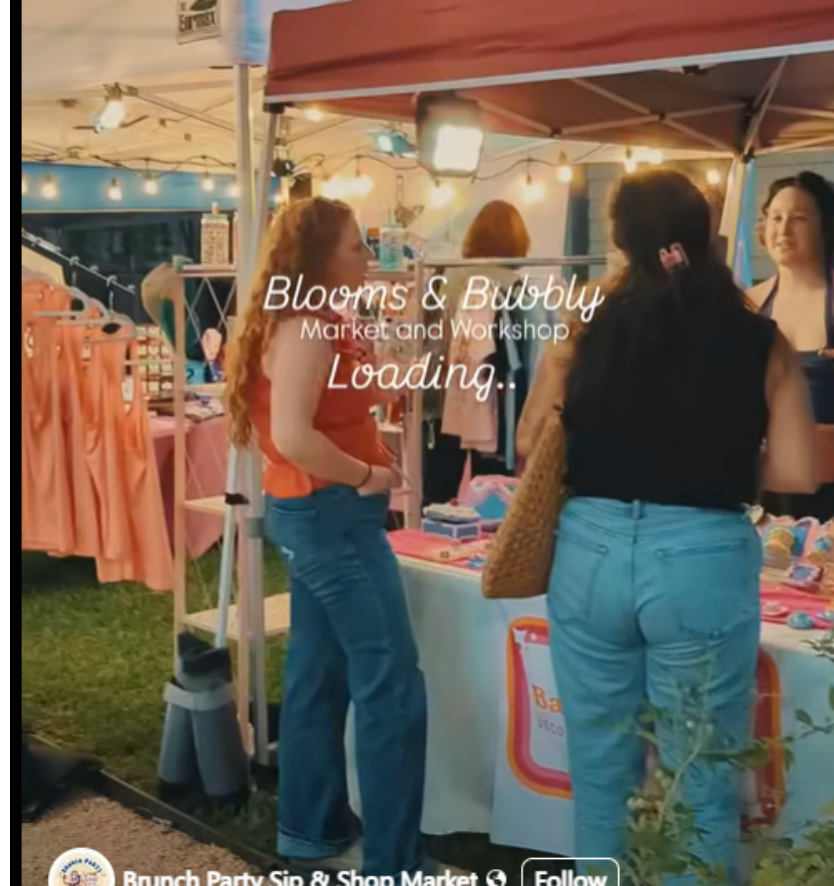
YOUR INVITED TO LADIES NIGHT:

BLOOMS & Bubbly

OFFICIAL VENDOR



THUR | AUG 14 | 6-9PM
@Seabrook Cheese Co



The Planning and Zoning Commission at its regular meeting on September 18, 2025, unanimously recommended that the City Council approve the requested Conditional Use Permit (CUP).

Questions



**CITY OF SEABROOK
ORDINANCE NO. 2025-22
ISSUANCE OF CONDITIONAL USE PERMIT
TO ALLOW FOR AN “OPEN AIR MARKET” AT 1208 NORTH MEYER ROAD
IN THE OS OLD SEABROOK DISTRICT**

AN ORDINANCE AMENDING THE SEABROOK CITY CODE, APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 13, “TEMPORARY AND NONTEXT CHANGES,” SECTION 13.03, BY ADDING A NEW PARAGRAPH THIRTY (30) GRANTING A CONDITIONAL USE PERMIT FOR AN “OPEN AIR MARKET” TO BE LOCATED AT 1208 NORTH MEYER ROAD, WITHIN THE OS (OLD SEABROOK) ZONING DISTRICT AND ESTABLISHING ANY APPLICABLE CONDITIONS FOR THE OPERATION OF THE BUSINESS IN ACCORDANCE WITH LAW; PROVIDING A PENALTY IN AN AMOUNT OF NOT TO EXCEED \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Russell Hatfield of Brunch Party Market requests the issuance of a Conditional Use Permit (“CUP”) to allow for the operation of an “Open Air Market” to be located in a OS (Old Seabrook) district in accordance with the requirements of Section 4.11.13 of the City’s Comprehensive Ordinance which is Attachment A of the Code of the City of Seabrook (“Zoning Ordinance”); and

WHEREAS, the City’s Zoning Ordinance, Section 3.15 requires the issuance of a Conditional Use Permit to allow for the operation of an “Open Air Market” in an OS zoning district; and

WHEREAS, the Planning and Zoning Commission of the City of Seabrook has conducted a public hearing, received input from staff and has issued its final report recommending approval of the subject CUP; and

WHEREAS, all required hearings on this matter have been held, all criteria have been established for consideration by City Council, and the applicant has agreed to comply with all ordinances of the City of Seabrook;

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

SECTION 1. FINDINGS OF FACT.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its application for CUP, the final report from the Planning & Zoning Commission September 18, 2025 recommending this CUP and the minutes of City Council of November 4, 2025 and November 18, 2025), the performance of which City Council is specifically relying upon in granting this CUP, as provided hereafter.

49
50 **SECTION 2. USE PERMITTED.**
51

52 A Conditional Use Permit is hereby granted to allow for the operation of an “Open Air
53 Market”, in the OS (Old Seabrook) district located at 1208 North Meyer Road. Such Conditional
54 Use Permit shall be in conformance with all conditions contained herein, and city ordinances,
55 including the Comprehensive Zoning Ordinance and Subdivision Ordinance, specifically
56 including 4.11.13 of the Comprehensive Code.
57

58 **SECTION 3. AMENDMENT TO THE CODE.**
59

60 The Code of the City of Seabrook, Appendix A, “Comprehensive Zoning”, Article 13,
61 Section 13.03 “Conditional use permits granted” is hereby amended by adding a new paragraph
62 thirty (30) which shall read as follows:
63

64 **“(30) By Ordinance No. 2025-22, a conditional use permit was granted to allow the**
65 **operation of an “Open Air Market” at 1208 North Meyer Road which is located in an OS**
66 **zoning district. This permit shall not be transferred to any other address.”**
67

68 **SECTION 4. INCORPORATION INTO THE CODE; PENALTY CLAUSE.**
69

70 This Ordinance is hereby incorporated into and made a part of the Seabrook City Code
71 and violation of any provision hereof shall be subject to the penalty described in said Code,
72 Section 1-15 “General Penalty; continuing violations” which provides that any person who shall
73 violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon
74 conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall
75 constitute a separate offense.
76

77 **SECTION 5. REPEAL OF CONFLICTING ORDINANCES.**
78

79 All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent
80 of such inconsistency or conflict, hereby repealed.
81

82 **SECTION 6. SEVERABILITY.**
83

84 In the event any clause, phrase, provision, sentence, or any part of this Ordinance or the
85 application of the same to any person or circumstances shall for any reason be adjudged invalid
86 or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or
87 invalidate this Ordinance as a whole or any part or provision hereof other than the part declared
88 to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares
89 that it would have passed each and every part of the same notwithstanding the omission of any
90 such part thus declared to be invalid or unconstitutional, whether there be one or more parts.
91

92 **SECTION 7. NOTICE.**

93
94 The City Secretary shall give notice of the enactment of this Ordinance by promptly
95 publishing it or its descriptive caption and penalty after final passage in the official newspaper
96 of the City; the Ordinance to take effect upon publication.
97

98 **PASSED, APPROVED, AND ADOPTED** on first reading with a quorum present, by an
99 affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City
100 Charter Section 2.10 on this 4th day of November, 2025.
101

102 **PASSED, APPROVED, AND ADOPTED**, as revised on final reading with a quorum present,
103 by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook
104 City Charter Section 2.10 on this 18th day of November, 2025.
105
106
107

108 By:

109 _____
James J. Sweeney

110 Mayor

111 ATTEST:

112
113
114 By:

115 _____
Rachel Lewis

116 City Secretary
117

118 APPROVED AS TO FORM:
119
120

121 _____
122 David Olson

123 City Attorney



Agenda Briefing

Date of Meeting: November 4, 2025

Responsible Department: City Secretary's Office

Presenter: Rachel Lewis, City Secretary

Briefing Prepared By: Rachel Lewis

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the first reading of Ordinance 2025-23 adopting the optional Texas Public Information Act rules enshrined in Section 552.275 of the Texas Local Government Code.

Executive Summary / Background:

In 2023, HB 3033 was passed which enabled Texas cities to address vexatious requestors by establishing procedures to limit or manage repeated and burdensome public records requests. This helps protect city resources and ensures efficient handling of requests while still maintaining transparency.

Funding / Fiscal Information:

None

Supporting Materials Attached:

1. Ordinance 2025-23
2. HB 3033 - Vexatious Requestors

Prior Action / Review by Council, Boards, Commissions:

To date, there has been no prior action regarding HB 3033.

Staff Recommendation:

Staff recommends the adoption of Ordinance 2025-23 to implement the provisions of HB 3033 within the City of Seabrook. This ordinance will enable the city to establish procedures for identifying and managing vexatious public records requestors, thereby protecting city resources and ensuring the efficient processing of public information requests.

Enacting this ordinance aligns with the city's commitment to transparency, while also

safeguarding operational efficiency by preventing abuse of the public records process. We believe this measure will support the city's ability to serve the public effectively while maintaining the integrity of our administrative functions.

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.

ORDINANCE NO. 2025-23

AN ORDINANCE OF THE CITY OF SEABROOK, TEXAS ESTABLISHING A PUBLIC INFORMATION POLICY TO MANAGE EXCESSIVE, REPETITIVE, OR BURDENSOME REQUESTS FOR PUBLIC INFORMATION AND DESIGNATING A PUBLIC INFORMATION COORDINATOR PURSUANT TO THE TEXAS PUBLIC INFORMATION ACT; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Texas Public Information Act (Texas Government Code, Chapter 552) grants members of the public the right to access public records; and

WHEREAS, the City of Seabrook, Texas supports transparency and is committed to fulfilling lawful public information requests in a timely and efficient manner; and

WHEREAS, excessive, repetitive, or burdensome requests for public information have interfered with city operations and staff's ability to perform essential duties; and

WHEREAS, Texas Government Code § 552.275 allows governmental bodies to establish time limits and cost-recovery mechanisms for public information requests from a single requestor; and

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

SECTION 1. PURPOSE AND POLICY. The purpose of this ordinance is to establish reasonable procedures to manage public information requests, promote efficient use of city resources, and deter the abuse of the Texas Public Information Act.

SECTION 2. DESIGNATION OF PUBLIC INFORMATION COORDINATOR.

The City Secretary, or their designee, is hereby designated as the Public Information Coordinator (PIC) for the City of Seabrook. All requests for public information must be submitted directly to the PIC through one of the following official channels:

- Online Portal: <https://seabrooktx.justfoia.com/publicportal/home/newrequest>
- Email: citysec@seabrooktx.gov
- Hand-delivery during regular business hours
- Physical Mailing Address:
City of Seabrook
City Secretary
1700 1st St.
Seabrook, TX 77586

SECTION 3. WRITTEN REQUESTS ONLY. Only written requests that reasonably identify the records sought and are submitted to the official address or email shall be processed under the Texas Public Information Act.

SECTION 4. COST RECOVERY FOR EXCESSIVE USE OF CITY RESOURCES.
Pursuant to Texas Government Code § 552.275:

A. Time Limit Threshold

The City establishes a cumulative time limit of 36 hours of personnel time spent in a fiscal year in responding to public information requests from a single requestor.

B. Notice of Excessive Use

Upon reaching or reasonably anticipating that a requestor will exceed the 36-hour threshold:

1. The City shall provide written notice to the requestor,
2. Include an estimate of anticipated charges for personnel time, overhead, and materials.

C. Prepayment Requirement

The City may require prepayment of estimated charges before processing the request if the threshold has been exceeded or if charges exceed \$40 as allowed by law.

D. Suspension of Further Requests

If a requestor fails to pay applicable charges, the City may refuse to process additional requests until payment is made in full.

SECTION 5. SEVERABILITY. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its approval.

PASSED, APPROVED at first reading on this 4th day of November, 2025.

PASSED, APPROVED and ORDAINED at second reading on this 18th day of November, 2025.

CITY OF SEABROOK, TEXAS

JIM SWEENEY, MAYOR

ATTEST:

Rachel Lewis, City Secretary

Approved as to Form:

David Olson, City Attorney

Vexatious Requestors: House Bill 3033 (2023) Updates Updated August 2, 2023

What is a vexatious requestor and what options does a city have to deal with one?

A vexatious requestor is a person who abuses the Public Information Act (PIA) by sending frequent and/or voluminous PIA requests to a city, especially a small city, to disrupt the operations of city business.

Currently, there are two sections of the PIA that cities may utilize to deal with vexatious requestors: Sections 552.232 and 552.275 of the Government Code.

What can a city do to deal with redundant or repetitive PIA requests?

If a city receives a redundant or repetitive PIA request from the same requestor for information that has already been provided, Section 552.232 allows the city to send a letter to the requestor explaining: (1) that the information was already provided, (2) when that information was provided, and (3) that no new information has been generated by the city since the last request.

How can a city deal with vexatious requestors who ask for voluminous amounts of information?

Section 552.275 allows a city to establish, by ordinance, a reasonable monthly or annual time limit on the amount of personnel time spent to produce a PIA request for inspection or to prepare copies for a requestor.¹ Here are the specifics:

1. If the ordinance establishes an annual time limit, the limit may not be less than 36 hours for a requestor during a 12-month period starting at the beginning of the city's fiscal year.²
2. If the ordinance establishes a monthly time limit, the limit may not be less than 15 hours per requestor per month.³
3. Every time a requestor submits a PIA request, the city must keep track of the amount of time spent to compile the information for the request. (This means for *every requestor*, not just the alleged vexatious requestor.)
4. When responsive information is sent, the city is required to send a letter to the requestor informing him of the amount of personnel time spent on the request and how much personnel time has cumulatively been spent on his requests.⁴ **The amount of time spent preparing the written cost estimate may not be included as personnel time spent on the request unless the requestor has exceeded the established time limit.⁵**

¹ Tex. Gov't Code § 552.275(a).

² *Id.* § 552.275(b).

³ *Id.* § 552.275(b).

⁴ *Id.* § 552.275(d).

⁵ *Id.* § 552.275(d) as amended by H.B. 3033.

5. Once the requestor has surpassed the established time limit, the city can impose certain costs on the requestor and provide a written cost estimate for any PIA request received thereafter.⁶
6. The written cost estimate must be sent to the requestor on or before the 10th day after the date on which the public information was requested.
7. If the city needs more time to prepare the written cost estimate, the city must provide a letter to the requestor explaining it needs additional time to provide the written cost estimate.⁷
8. After sending the additional time letter, the city must send the written cost estimate as soon as possible, but either on or before the 10th day after the city provided the additional time letter.
9. A requestor must pay the amount in the city's written cost estimate before the city will process the request if the city has sent a written cost estimate and the requestor has exceed the monthly or annual time limit.⁸
10. If the requestor fails or refuses to pay the amount in the cost estimate or provide identification as described in section (12), below, the request is considered withdrawn.⁹
11. A requestor who has exceeded a limit established by a city may not inspect public information in paper record or in an electronic medium on behalf of another requestor unless the requestor who exceeded the limit has paid certain written cost estimates issued by the city.¹⁰
12. A city may request photo identification from a requestor for the sole purpose of establishing that the requestor has not: (a) exceeded a time established by the city; and (b) concealed the requestor's identity.¹¹ A request for photo identification must include the written cost estimate described in section (4), above, and a statement that describes each specific reason why a photo identification is required.¹² The city shall accept as proof of a requestor's identification physical presentment of photo identification or an image of the photo identification that is transmitted electronically or through mail.¹³ A requestor from whom a photo identification is requested by a city may decline to provide the identification and obtain the requested information by paying the charge assessed in the written cost statement.¹⁴

Also, if the requestor has made previous PIA requests in which the city: (1) has located and compiled documents in response to those requests; (2) sent written cost estimates that remain unpaid; and (3) the requests have not be withdrawn on the date the requestor submits a new request, the city is not required to locate, compile, produce or provide copies of documents or prepare a written cost estimate until the date the requestor pays each unpaid cost estimate in connection with any previous requests or the previous requests are withdrawn.¹⁵

⁶ *Id.* § 552.275(e).

⁷ *Id.* § 552.275(f).

⁸ *Id.* § 552.275(g).

⁹ *Id.* § 552.275(h) as amended by H.B. 3033.

¹⁰ *Id.* §§ 552.271(e) and 552.272 (e) as added by H.B. 3033.

¹¹ *Id.* § 552.275 (n) as added by H.B. 3033.

¹² *Id.* § 552.275(o) as added by H.B. 3033.

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.* §552.275(e-1).

Are any requestors exempted from Section 552.275 (discussed above)?

Yes. The law does not apply if a requestor is an individual who, for a substantial portion of the individual's livelihood or for substantial financial gain, gathers, compiles, prepares, collects, photographs, records, writes, edits, reports, investigates, processes, or publishes news or information for and is seeking the information for:

1. dissemination by a news medium or communication service provider, including: (A) an individual who supervises or assists in gathering, preparing, and disseminating the news or information; or (B) an individual who is or was a journalist, scholar, or researcher employed by an institution of higher education at the time the person made the request for information; or
2. creation or maintenance of an abstract plant (i.e., title records).

“Communication service provider” means a person or the parent, subsidiary, division, or affiliate of a person who transmits information chosen by a customer by electronic means, including: (A) a telecommunications carrier; (B) a provider of information service; (C) a provider of interactive computer service; and (D) an information content provider. Each of those terms is defined by the federal Telecommunications Act. Examples would include phone and Internet providers.

“News medium” means a newspaper, magazine or periodical, a book publisher, a news agency, a wire service, an FCC-licensed radio or television station or a network of such stations, a cable, satellite, or other transmission system or carrier or channel, or a channel or programming service for a station, network, system, or carrier, or an audio or audiovisual production company or Internet company or provider, or the parent, subsidiary, division, or affiliate of that entity, that disseminates news or information to the public by any means, including: (A) print; (B) television; (C) radio; (D) photographic; (E) mechanical; (F) electronic; and (G) other means, known or unknown, that are accessible to the public.

Also, elected officials of the United States, Texas, or a political subdivision of Texas, and representatives and representatives of a publicly-funded legal service organization that is a 501(c)(3) exempt organization are exempted from section 552.275.

Did H.B. 3107 (2017) make changes to other sections of the PIA?

Yes. Under section 552.221 of the Government Code, H.B. 3107 adds a provision that if the requestor fails to inspect or duplicate public information in the governmental body's office on or before the 60th day after the date the information is made available, or fails to pay postage and any other PIA charges on or before the 60th day after the date the requestor is informed of the charges, then the request is considered withdrawn.¹⁶ Also, under section 552.261 of the Government Code, H.B. 3107 allows cities that receive multiple requests from the same individual in one calendar day to count all the requests as a single request for the purpose of calculating costs.¹⁷ However, if a city receives the same request from different individuals on behalf of an organization, it will not be able to utilize this section.

¹⁶ *Id.* § 552.221(e).

¹⁷ *Id.* § 552.261(e).



Agenda Briefing

Date of Meeting: November 4, 2025

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area: ECONOMIC DEVELOPMENT

General Information:

Consider and take all appropriate action on renewal and amendment of the License Agreement between the City of Seabrook and Texas Markets for the continued use of City property at 1209 Main Street, adding new provisions regarding vendor selection preferences, restroom requirements, and event frequency, including allowance for additional weekends.

Executive Summary / Background:

The amendment renews the City's partnership with Texas Markets to continue hosting periodic community markets at 1209 Main Street. It introduces new provisions addressing temporary restrooms, vendor selection preferences favoring Seabrook businesses, and event frequency, including a clarified exception for additional weekends.

The City has previously entered into a License Agreement with Texas Markets for a recurring community market. Council and staff discussions identified several improvement areas that are now addressed in the amendment:

Temporary Restroom Facilities

- The original agreement lacked detail on restroom access.
- The amended agreement explicitly requires temporary restroom facilities when permanent facilities are insufficient.
- Units may be delivered two days before each event and must be removed by the following Monday at 5:00 p.m.
- In the event of 5th Saturday market, the restroom can be removed the following Monday at 5:00 p.m.

Vendor Selection and Seabrook Preference

- A new Vendor Prioritization Policy gives preference to vendors with a business address within Seabrook city limits, encouraging local economic participation.
- Seabrook vendors will be placed on a waiting list if space is unavailable and will be offered priority in future events.

Temporary Signs and Banners

- Clarification on the temporary signs in accordance with the sign ordinance to allow placement the Thursday before the event and removed by noon following Monday

Frequency and Scheduling of Markets

- The previous agreement allowed events up to once every two weeks.
- The new amendment keeps that structure but adds flexibility:

“The frequency of the market shall be no more than once in a two-week period unless there is an extra weekend in the month, in which case back-to-back markets may occur.”
- This adjustment accommodates months with a fifth Saturday, supporting vendor and community participation without increasing overall frequency beyond reason.

Administrative and Operational Updates

- Clearer definitions for “Temporary Restroom,” “Event Schedule,” and “Seabrook Vendor.”
- Updated language for insurance, indemnification, and notice procedures.
- Clarification of City oversight, reporting requirements, and renewal procedures through Council approval.

Funding / Fiscal Information:

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.

No additional fiscal impact. The Licensee continues to assume responsibility for setup, cleanup, restrooms, and utilities.

Supporting Materials Attached:

1. License Agreement - Texas Markets Renewal Amend 003 11-4-2025

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

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

LICENSE AGREEMENT

RENEWAL #1 WITH AMENDMENTS

This License Agreement (the "Agreement") is entered into as of the 7th day of November 2025, by and between the City of Seabrook, Texas, a home-rule city (the Landlord) and Texas Markets DBA (the "Licensee") and previously named Pasadena Farmers Market in first agreement.

RECITALS

WHEREAS, the Licensee has proposed extending the term of the license agreement with the Landlord;

WHEREAS, the Landlord and Licensee desire to further clarify responsibilities under this Agreement, including Seabrook vendor prioritization, vendor application documentation, and restroom and cleanup provisions, as discussed during City Council and administrative meetings in September 2025;

WHEREAS, the Landlord is the owner of the Real property located in Seabrook, Texas

WHEREAS, the Licensee has proposed an extension for the permission of temporary use to the Landlord the institution of the Market at Seabrook (the "Event") at the Real property, 1209 Main Street (the "real property") including additional real property, Landlord Owned Parking Lot, if necessary, based on availability.

WHEREAS, the frequency of the market shall be **no more than once in a two week period unless there is an extra weekend in the month and an additional event on the property can be held.**

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

WHEREAS, the Licensee agrees to provide space for Seabrook 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 Landlord does therefore find the addition of the Event to the Landlord owned real property to be a benefit to the patrons of the Landlord; 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:

DEFINITIONS

Temporary Restroom – A portable toilet facility provided for use during the Event. Delivery may occur no earlier than two days prior to the Event, and the unit must be fully removed from the premises by Monday at 5:00pm following the market unless it is the fifth Saturday Market and the restroom is allowed to stay on premises until the following Monday at 5:00pm.

Event Schedule – The Market may occur no more than once every two weeks. If a calendar month contains a fifth Saturday, the Licensee may hold one additional Market on that weekend. A list of events shall be presented to the Landlord each quarter.

Music – Only acoustic music is permitted. All sound must comply with the Seabrook Municipal Code, Chapter 30, Article V (Noise Regulations).

Seabrook Vendor / Local Vendor – A business or individual that maintains a valid business address and/or physical location within the incorporated city limits of the City of Seabrook, Texas. For purposes of this Agreement, a Seabrook Vendor is defined as one whose principal business address is located inside the official Seabrook city limits as established by City ordinance.

ARTICLE I

STATUS OF TITLE

The parties acknowledge that the Landlord 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 Landlord hereby grants a license to Licensee for use of real property located 1209 Main Street, as the exclusive promoter/operator of events on the designated frequency. The events shall include: Set-up on Saturday mornings, hours of operation for vendors on **Saturday from 8:00 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 Landlord owned trash receptacle at Seabrook City Hall, 1700 First Street, Seabrook, TX 77586.

The first agreement began on May 7, 2025 and will end on November 7, 2025.

Beginning on **November 8, 2025**, the Landlord, if approved by the City Council, shall grant Licensee a license for an additional **6 months**, with an option to reconsider renewals at the pleasure of the City Council by formal action.

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 Landlord Manager via the Utility Billing and Customer Service area OR electronically prior to 4:00 pm on the Thursday before such event.

If the Landlord'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 Landlord's office is open prior to the Event. The Licensee and Landlord 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. Submitting a calendar of events to the Landlord by the 15th of the month prior to a start of a quarter
2. To follow and comply with all Federal, State and local laws, rules and regulations in the setup, operation, and removal of their farmer's market
3. To remove all structures, tents, materials, garbage and any other refuse as may be required or accumulated during Licensee's use and return the property in the same condition in which it was received.
4. To make no permanent structures or permanent changes to the real property
5. To prevent cars, trucks, vans, or other vehicles from parking on grass or on walkways unless used for safety to block access.
6. Licensee shall provide all clean-up and waste removal resulting from the Event, and make arrangements for such waste removal with the Landlord, and will be granted use of the Landlord owned receptacles at 1700 First Street, Seabrook, TX 77586,
7. **Licensee shall promote the Event and provide local businesses with flyers and promotional materials advertising the Event. Licensee may display temporary signs or banners as part of an approved Signage Plan. Such signage may be installed beginning on the Thursday before the Event and must be removed no later than noon on Monday, or the next legal holiday.**
8. Licensee shall maintain a general liability insurance policy in an amount not less than \$1,000,000, include the Landlord as a named insured party to such insurance policy, and provide the Landlord a copy of the insurance policy. The insurance policy shall contain a provision requiring the insurer to give the Landlord at least thirty (30) days notice if such policy is terminated or altered,
9. Licensee shall conduct business as an independent contractor,
10. Licensee shall provide temporary restroom in accordance with the definition.
11. Licensee shall provide security for the Event, if deemed necessary
12. 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 4th, Christmas, or other Landlord events, and will be communicated by Landlord to

- Licensee if certain dates are not available,
13. Licensee shall pay for all applicable public utilities, either on a mutually agreed lump sum amount or by monitoring actual meter usage. If the Landlord 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 Landlord 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,
 14. Licensee shall submit a site plan, including policies, to be approved by the Landlord,
 15. **Vendor Prioritization Policy – Licensee shall ensure that vendors with a physical business presence or address located within the incorporated city limits of Seabrook (“Seabrook Vendors”) are given priority in vendor selection and space allocation for the Seabrook Market. If no direct conflict exists between a Seabrook Vendor’s proposed offerings and the current vendor network’s existing offerings, and if space is unavailable, such Seabrook Vendor shall be placed on a Seabrook Vendor Waiting List and given first offer to participate should a reserved vendor become unavailable. The Licensee shall maintain this Waiting List and provide it to the Landlord upon request. Nothing in this section shall require oversaturation of similar product types; the Licensee retains discretion to balance vendor mix while prioritizing Seabrook Vendors**
 16. Licensee shall pay for all other expenses not provided for in this Agreement.

ARTICLE III

TERMINATION

The Landlord 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 Landlord,
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 Landlord 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 Landlord 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. The Landlord directs that the property be used for an alternative purpose

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 Landlord.

ARTICLE V DEFAULT AND BREACH OF THIS AGREEMENT

Licensee and the Landlord 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 Landlord's ability to terminate all or part of this Agreement, in accordance with Article III of this Agreement.

ARTICLE VI FORCE MAJEURE

The obligations of Licensee hereunder and of the Landlord shall be suspended during any period of Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of Licensee or the Landlord, 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. 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 Landlord 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 Landlord.

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 INDEMNIFICATION

LICENSEE AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS LANDLORD, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, LICENSEE'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT

AND/OR TENANT'S MISUSE OF CITY INFORMATION AND/OR RESOURCES.

ARTICLE XII MISCELLANEOUS

The Landlord 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 Landlord:

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: Landlord Attorney, Landlord of Seabrook

If, to the Licensee:

Attention: _____

With a copy to:

Attention: _____

ASSOCIATION

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 Landlord shall have no liability whatsoever with regard to any fixtures or permanent improvements unless title has passed to the Landlord.

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 Landlord 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 _____, 2025, to be effective from and after such date.

THE LANDLORD OF SEABROOK,

TEXAS

BY: _____
Jim Sweeney
Mayor

ATTEST:

Rachel Lewis
Landlord Secretary

Texas Markets, dba

BY: _____

NAME: _____

TITLE: _____

Exhibit “A”

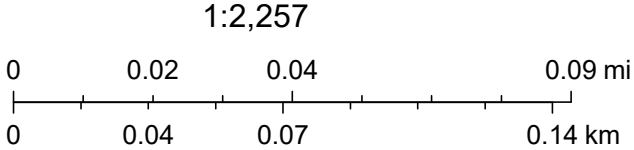
Real property

EXHIBIT A - LICENSE AGREEMENT



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

-  HCAD Parcels
- Nearmap_Seabrook
-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3



Harris County Appraisal District, Copyright nearmap 2015, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



Agenda Briefing

Date of Meeting: November 4, 2025

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area: QUALITY OF LIFE

General Information:

Consider and take all appropriate action on the acceptance of a donation Special Warranty Deed for a 0.6904 acre tract of land associated with the Estate of Ruth Hanssen.

Executive Summary / Background:

In June 2025, the Estate of Ruth Hanssen presented the city with the Last Will and Testament for the donation of approximately .6904 acres of land to the City of Seabrook.

The donation has been offered as a goodwill contribution to the City for public benefit and long-term community use.

At this time, there is **no designated project or specific use identified** for the property. Acceptance of the land donation would allow the City to take ownership and evaluate the property's characteristics, opportunities, and potential alignment with the City's adopted plans, including the Comprehensive Master Plan, Parks and Open Space Master Plan, and any future Capital Improvement considerations.

Upon acceptance, staff will initiate the appropriate due diligence process on existing structure on property.

Funding / Fiscal Information:

Ongoing maintenance, landscaping, litter control, trash pickup, pest management and other regular routine maintenance.

Supporting Materials Attached:

1. Special Warranty Deed - 3709 NASA Road 1

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.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: October 27, 2025

GRANTOR: Estate of Ruth Hanssen

**GRANTOR'S INDEPENDENT
EXECUTOR MAILING ADDRESS:**
(including County)

Attn: Joyce Schultz
2314 Lord Nelson Dr
Seabrook, Texas 77586
Harris County

GRANTEE: City of Seabrook, Texas

GRANTEE'S MAILING ADDRESS:
(including County)

1700 1st Street
Seabrook, Texas 77586
Harris County

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

House and real property being a 0.6904-acre tract (30,073 square feet) of land with improvements, known as Tract 12, Abstract 52, R. Morris Survey, City of Seabrook, Harris County, Texas, and commonly known as 3709 Nasa Road 1; said tract of land hereby conveyed being more particularly described by survey and metes and bounds description attached hereto as **"Exhibit A."**

RESERVATIONS AND EXCEPTIONS:

This conveyance is made by Grantor and is accepted subject to all liens, easements, and encumbrances filed of public record.

CONVEYANCE:

TO HAVE AND TO HOLD, the said Property, together with all rights, and appurtenances lawfully accompanying it, belonging unto Grantee, and Grantee's successors, heirs, and assigns forever. Grantor does hereby bind itself, its successors, heirs, executors, administrators, and legal representatives to WARRANT AND FOREVER DEFEND the title to the Property unto Grantee, its successors, heirs, assigns, and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

By accepting this Special Warranty Deed, Grantee acknowledges that THE PROPERTY IS CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT FOR ANY WARRANTY OF TITLE EXPRESSLY PROVIDED FOR IN THIS SPECIAL WARRANTY DEED.

GRANTOR:

By: Joyce Schultz

Title: Executor of Estate of Ruth Hanssen

THE STATE OF TEXAS	§	
	§	ACKNOWLEDGMENT
COUNTY OF HARRIS	§	

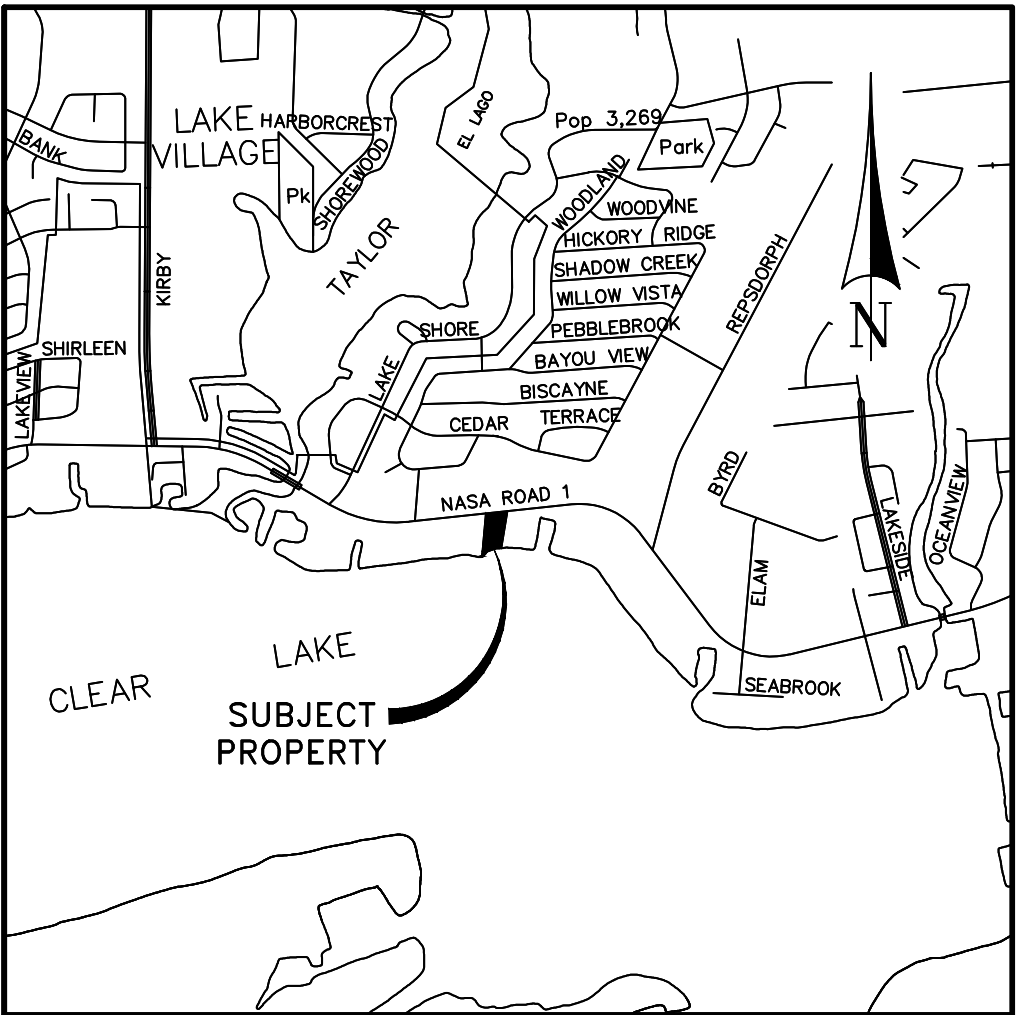
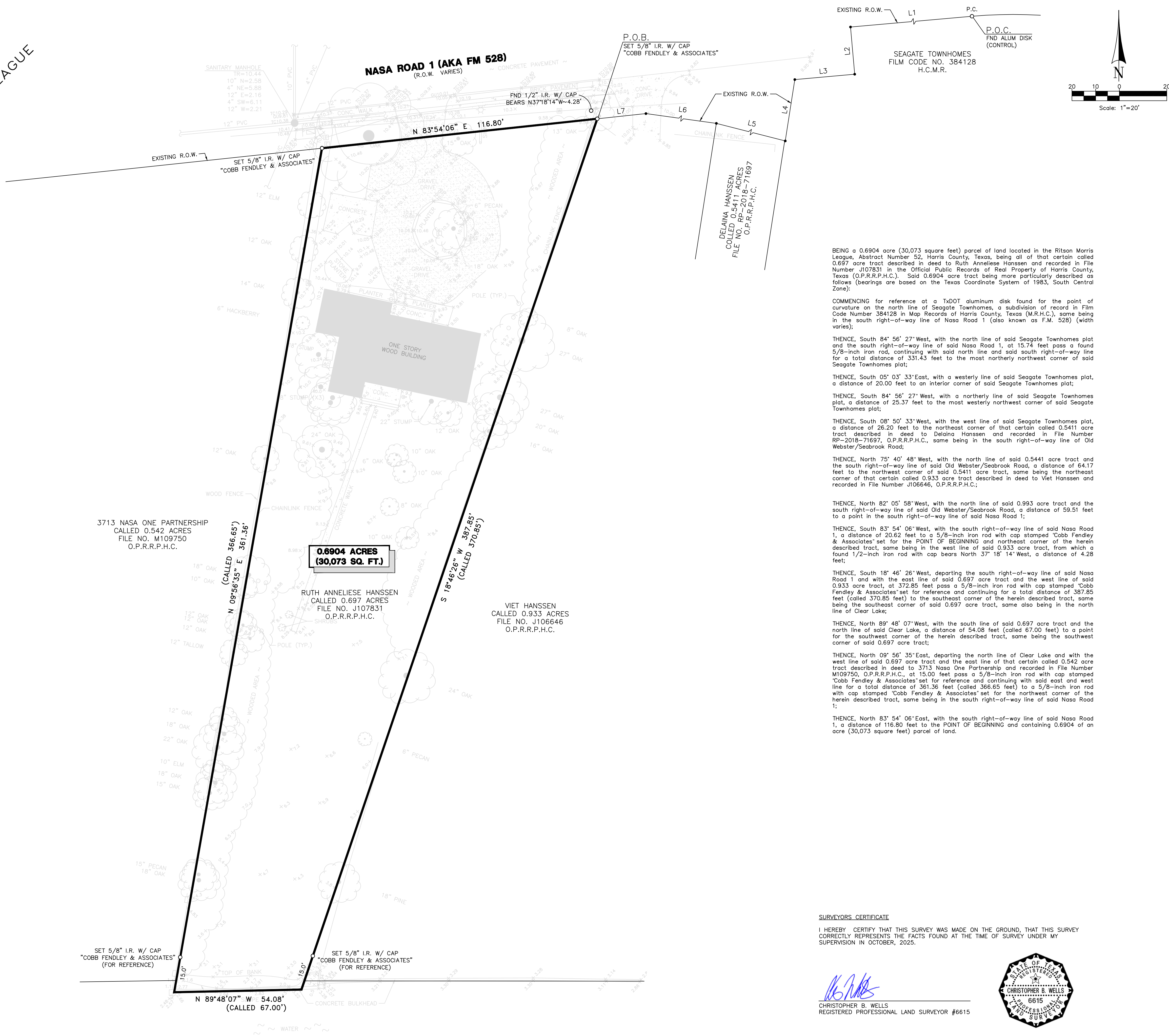
This instrument was acknowledged before me by Joyce Schultz, Executor of Estate of Ruth Hanssen on the ____ day of _____, 2025, for and on behalf of the Grantor, the Estate of Ruth Hanssen.

NOTARY PUBLIC in and for State of Texas

Exhibit “A”

Survey and Metes and Bounds Description of 0.6904-Acre Tract (30,073 Square Feet)

RITSON MORRIS LEAGUE
A-52



VICINITY MAP
N.T.S.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 84°56'27" W	331.43'
L2	S 05°03'33" E	20.00'
L3	S 84°56'27" W	25.37'
L4	S 08°50'33" W	26.20'
L5	N 75°40'48" W	64.17'
L6	N 82°05'58" W	59.51'
L7	S 83°54'06" W	20.62'

BEING a 0.6904 acre (30,073 square feet) parcel of land located in the Ritson Morris League, Abstract Number 52, Harris County, Texas, being all of that certain called 0.697 acre tract described in deed to Ruth Anneliese Hanssen and recorded in File Number J107831 in the Official Public Records of Real Property of Harris County, Texas (O.P.R.R.P.H.C.), said 0.6904 acre tract being more particularly described as follows (bearings are based on the Texas Coordinate System of 1983, South Central Zone):

COMMENCING for reference at a TxDOT aluminum disk found for the point of curvature on the north line of Seagate Townhomes, a subdivision of record in Film Code Number 384128 in Map Records of Harris County, Texas (M.R.H.C.), same being in the south right-of-way line of Nasa Road 1 (also known as F.M. 528) (width varies);

THENCE, South 84° 56' 27" West, with the north line of said Seagate Townhomes plat and the south right-of-way line of said Nasa Road 1, at 15.74 feet pass a found 5/8-inch iron rod, continuing with said north line and said south right-of-way line for a total distance of 331.43 feet to the most northerly northwest corner of said Seagate Townhomes plat;

THENCE, South 05° 03' 33" East, with a westerly line of said Seagate Townhomes plat, a distance of 20.00 feet to an interior corner of said Seagate Townhomes plat;

THENCE, South 84° 56' 27" West, with a northerly line of said Seagate Townhomes plat, a distance of 25.37 feet to the most westerly northwest corner of said Seagate Townhomes plat;

THENCE, South 08° 50' 33" West, with the west line of said Seagate Townhomes plat, a distance of 26.20 feet to the northeast corner of that certain called 0.5411 acre tract described in deed to Delaina Hanssen and recorded in File Number RP-2018-71697, O.P.R.R.P.H.C., same being in the south right-of-way line of Old Webster/Seabrook Road;

THENCE, North 75° 40' 48" West, with the north line of said 0.5441 acre tract and the south right-of-way line of said Old Webster/Seabrook Road, a distance of 64.17 feet to the northwest corner of said 0.5411 acre tract; same being the northeast corner of that certain called 0.933 acre tract described in deed to Viet Hanssen and recorded in File Number J106646, O.P.R.R.P.H.C.;

THENCE, North 82° 05' 58" West, with the north line of said 0.993 acre tract and the south right-of-way line of said Old Webster/Seabrook Road, a distance of 59.51 feet to a point in the south right-of-way line of said Nasa Road 1;

THENCE, South 83° 54' 06" West, with the south right-of-way line of said Nasa Road 1, a distance of 20.62 feet to a 5/8-inch iron rod with cap stamped 'Cobb Fendley & Associates' set for the POINT OF BEGINNING and northeast corner of the herein described tract, same being in the west line of said 0.933 acre tract, from which a found 1/2-inch iron rod with cap bears North 37° 18' 14" West, a distance of 4.28 feet;

THENCE, South 18° 46' 26" West, departing the south right-of-way line of said Nasa Road 1 and with the east line of said 0.697 acre tract and the west line of said 0.933 acre tract, at 372.85 feet pass a 5/8-inch iron rod with cap stamped 'Cobb Fendley & Associates' set for reference and continuing for a total distance of 387.85 feet (called 370.85 feet) to the southeast corner of the herein described tract, same being the southeast corner of said 0.697 acre tract, same also being in the north line of Clear Lake;

THENCE, North 89° 48' 07" West, with the south line of said 0.697 acre tract and the north line of said Clear Lake, a distance of 54.08 feet (called 67.00 feet) to a point for the southwest corner of the herein described tract, same being the southwest corner of said 0.697 acre tract;

THENCE, North 09° 56' 35" East, departing the north line of Clear Lake and with the west line of said 0.697 acre tract and the east line of that certain called 0.542 acre tract described in deed to 3713 Nasa One Partnership and recorded in File Number M109750, O.P.R.R.P.H.C., at 15.00 feet pass a 5/8-inch iron rod with cap stamped 'Cobb Fendley & Associates' set for reference and continuing with said east and west line for a total distance of 361.36 feet (called 366.65 feet) to a 5/8-inch iron rod with cap stamped 'Cobb Fendley & Associates' set for the northwest corner of the herein described tract, same being in the south right-of-way line of said Nasa Road 1;

THENCE, North 83° 54' 06" East, with the south right-of-way line of said Nasa Road 1, a distance of 116.80 feet to the POINT OF BEGINNING and containing 0.6904 of an acre (30,073 square feet) parcel of land.

REFERENCE BENCHMARK

FLOODPLAIN REFERENCE MARK NUMBER 010020 IS A BRASS DISK STAMPED RM 010020, LOCATED FROM THE INTERSECTION OF NASA ROAD 1 AND REPSDORPH; TRAVEL +/- 0.15 SE TO ELAM. MONUMENT IS ON THE 100' +/- EAST OF ELAM ON THE SOUTH SIDE OF NASA ROAD 1.

ELEVATION = 10.10 (FEET) NAVD 1988, 2001 ADJUSTMENT

NOTES:

- HORIZONTAL CONTROL IS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD 83 (2011).
- VERTICAL CONTROL IS REFERENCED TO NAVD88, GEOID 18.
- ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES. SURFACE COORDINATES SHOWN HEREON MAY BE BROUGHT TO GRID VALUES BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.00012.
- THE SQUARE FOOTAGE AS SHOWN IS BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THIS SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. SURVEYOR DID NOT RESEARCH SUBJECT PROPERTY. THERE MAY BE EASEMENTS AND/OR RESTRICTIVE COVENANTS OF RECORD AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN HEREON.
- THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN INDICATED BASED ON A FIELD SURVEY, UTILITY RECORD DRAWINGS AND VISIBLE OBSERVATION. THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE SUBJECT TRACT, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN HEREON ARE IN THE EXACT LOCATION INDICATED BUT ARE BASED ON THE FOUND VISIBLE ABOVE GROUND FEATURES FOR EACH UTILITY ON THE SUBJECT TRACT. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE LOCATION OF THE UNDERGROUND UTILITIES SHOULD BE FIELD VERIFIED PRIOR TO BEGINNING EXCAVATION OR CONSTRUCTION ON THE SUBJECT TRACT.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY UNDER MY SUPERVISION IN OCTOBER, 2025.

CHRISTOPHER B. WELLS
REGISTERED PROFESSIONAL LAND SURVEYOR #6615



PROJECT	BOUNDARY LAND SURVEY OF A 0.6904 ACRE (30,073 SQ.FT.) TRACT OF LAND IN THE RITSON MORRIS LEAGUE, A-52 HARRIS COUNTY, TEXAS.		
CLIENT	CITY OF SEABROOK		
LOCATION	3709 NASA ROAD 1, SEABROOK, TX		
 TBPELS Engineering Firm No. 274 Land Surveying Firm No. 10046700 4424 West Sam Houston Parkway North, Suite 600 Houston, Texas 77041 713.462.3242 fax 713.462.3262 www.cobbfendley.com			
DRAWN BY: LG	DATE: 10-14-2025 SCALE: 1"=20'	SHEET 1 OF 1 F.B. NO. 3569	REVISED
DESIGNED BY: LG	CHK'D BY: CW	PROJECT NO. 1912-001-01-10	

0.6904 ACRE BOUNDARY SURVEY

BEING a 0.6904 acre (30,073 square feet) parcel of land located in the Ritson Morris League, Abstract Number 52, Harris County, Texas, being all of that certain called 0.697 acre tract described in deed to Ruth Anneliese Hanssen and recorded in File Number J107831 in the Official Public Records of Real Property of Harris County, Texas (O.P.R.R.P.H.C.). Said 0.6904 acre tract being more particularly described as follows (bearings are based on the Texas Coordinate System of 1983, South Central Zone):

COMMENCING for reference at a TxDOT aluminum disk found for the point of curvature on the north line of Seagate Townhomes, a subdivision of record in Film Code Number 384128 in Map Records of Harris County, Texas (M.R.H.C.), same being in the south right-of-way line of Nasa Road 1 (also known as F.M. 528) (width varies);

THENCE, South $84^{\circ} 56' 27''$ West, with the north line of said Seagate Townhomes plat and the south right-of-way line of said Nasa Road 1, at 15.74 feet pass a found 5/8-inch iron rod, continuing with said north line and said south right-of-way line for a total distance of 331.43 feet to the most northerly northwest corner of said Seagate Townhomes plat;

THENCE, South $05^{\circ} 03' 33''$ East, with a westerly line of said Seagate Townhomes plat, a distance of 20.00 feet to an interior corner of said Seagate Townhomes plat;

THENCE, South $84^{\circ} 56' 27''$ West, with a northerly line of said Seagate Townhomes plat, a distance of 25.37 feet to the most westerly northwest corner of said Seagate Townhomes plat;

THENCE, South $08^{\circ} 50' 33''$ West, with the west line of said Seagate Townhomes plat, a distance of 26.20 feet to the northeast corner of that certain called 0.5411 acre tract described in deed to Delaina Hanssen and recorded in File Number RP-2018-71697, O.P.R.R.P.H.C., same being in the south right-of-way line of Old Webster/Seabrook Road;

THENCE, North $75^{\circ} 40' 48''$ West, with the north line of said 0.5441 acre tract and the south right-of-way line of said Old Webster/Seabrook Road, a distance of 64.17 feet to the northwest corner of said 0.5411 acre tract, same being the northeast corner of that certain called 0.933 acre tract described in deed to Viet Hanssen and recorded in File Number J106646, O.P.R.R.P.H.C.;

THENCE, North 82° 05' 58" West, with the north line of said 0.993 acre tract and the south right-of-way line of said Old Webster/Seabrook Road, a distance of 59.51 feet to a point in the south right-of-way line of said Nasa Road 1;

THENCE, South 83° 54' 06" West, with the south right-of-way line of said Nasa Road 1, a distance of 20.62 feet to a 5/8-inch iron rod with cap stamped "Cobb Fendley & Associates" set for the **POINT OF BEGINNING** and northeast corner of the herein described tract, same being in the west line of said 0.933 acre tract, from which a found 1/2-inch iron rod with cap bears North 37° 18' 14" West, a distance of 4.28 feet;

THENCE, South 18° 46' 26" West, departing the south right-of-way line of said Nasa Road 1 and with the east line of said 0.697 acre tract and the west line of said 0.933 acre tract, at 372.85 feet pass a 5/8-inch iron rod with cap stamped "Cobb Fendley & Associates" set for reference and continuing for a total distance of 387.85 feet (called 370.85 feet) to the southeast corner of the herein described tract, same being the southeast corner of said 0.697 acre tract, same also being in the north line of Clear Lake;

THENCE, North 89° 48' 07" West, with the south line of said 0.697 acre tract and the north line of said Clear Lake, a distance of 54.08 feet (called 67.00 feet) to a point for the southwest corner of the herein described tract, same being the southwest corner of said 0.697 acre tract;

THENCE, North 09° 56' 35" East, departing the north line of Clear Lake and with the west line of said 0.697 acre tract and the east line of that certain called 0.542 acre tract described in deed to 3713 Nasa One Partnership and recorded in File Number M109750, O.P.R.R.P.H.C., at 15.00 feet pass a 5/8-inch iron rod with cap stamped "Cobb Fendley & Associates" set for reference and continuing with said east and west line for a total distance of 361.36 feet (called 366.65 feet) to a 5/8-inch iron rod with cap stamped "Cobb Fendley & Associates" set for the northwest corner of the herein described tract, same being in the south right-of-way line of said Nasa Road 1;

THENCE, North 83° 54' 06" East, with the south right-of-way line of said Nasa Road 1, a distance of 116.80 feet to the **POINT OF BEGINNING** and containing 0.6904 of an acre (30,073 square feet) parcel of land.

A parcel plat of even date was prepared in conjunction with this property description.

This survey was performed without the benefit of a title commitment, easements, covenants and/or restrictions may exist which are not shown hereon.

Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 100467
4424 West Sam Houston Parkway North, Suite 600
Houston, Texas 77041
(713) 462-3242



**CITY OF SEABROOK
ORDINANCE NO. 2025-24**

**AMENDING THE CITY OF SEABROOK CITY CODE OF
ORDINANCES TO UPDATE “APPENDIX B” “MASTER FEE
SCHEDULE”**

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, TO UPDATE “APPENDIX B”, ENTITLED “MASTER FEE SCHEDULE” BY UPDATING AND AMENDING “CITY SECRETARY’S OFFICE FEES”; AND “EMERGENCY MEDICAL SERVICES FEES”; AND “MUNICIPAL COURT FEES”; AND “PARKS AND RECREATION FEES”; AND “SANITATION FEES” AND “POLICE FEES” MAKING FINDINGS OF FACT; REPEALING AND REPLACING ALL REFERENCES TO SUCH FEES AND CHARGES IN ALL ORDINANCES OR RESOLUTIONS IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seabrook (“City Council”) seeks to provide for reasonable fees and charges for municipal services in order to recoup the cost of conducting municipal business on the public’s behalf without unduly relying on taxes; and

WHEREAS, the City Council approved Ordinance 2017-11 on April 4, 2017, establishing a Master Fee Schedule, in light of the municipal effort and resources that must be expended to operate, maintain, and provide services of the City of Seabrook to citizens, property owners, and parties doing business within the City; and

WHEREAS, the City Council finds that adoption of a Master Fee Schedule to consolidate all City fees and charges into one document provides a single and convenient location for a list of all fees charged by the City of Seabrook; and

WHEREAS, the fees and charges approved and instituted by this ordinance are consistent with, and in accordance with, the annual budget for the City; and

WHEREAS, when new fees and/or charges are needed or required in order to abide by new legislation, such Master Fee Schedule will be amended and updated to include the necessary new fees and/or charges; and

WHEREAS, such amended and updated Master Fee Schedule is intended to repeal and replace all existing fees in conflict with the fee schedule listed on Appendix B attached and incorporated as part of this Ordinance, save and except water and wastewater impact fees which are wholly contained in a separate Ordinance.

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

SECTION 1. FINDINGS

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE

The Seabrook City Code of Ordinances is hereby amended to update “Appendix B”, entitled “Master Fee Schedule”, by updating and amending City Secretary’s Office fees, Emergency Medical Services fees, Parks and Recreation fees; Municipal Court fees, Police fees, and Sanitation fees as attached and incorporated herein into the City of Seabrook Code of Ordinances.

SECTION 4. INCORPORATION INTO THE CODE; PENALTY CLAUSE

This Ordinance is hereby incorporated into and made a part of the Seabrook City Code and violation of any provision hereof shall be subject to the penalty described in said Code, Section 1-15 “General Penalty; continuing violations”.

SECTION 5. CONSOLIDATING ALL FEES AND CHARGES FOR MUNICIPAL SERVICES INTO ONE DOCUMENT

All City fees and charges for municipal services, except as previously provided herein, are hereby intended to be consolidated into one document, Appendix B, so approved and attached and made a part of the Seabrook City Code of Ordinances and incorporated herein.

SECTION 6. RESOLUTION OF CONFLICTING ORDINANCES AND PROVISIONS

In the event of a conflict or inconsistency between this ordinance and any other resolution, code or ordinance of the City, it is the intent that the fees and charges provided herein shall control, but not fees and charges made the basis of other specific provisions of the Code, which by way of illustration include but are not limited to the provisions of the Comprehensive Zoning Ordinance, Water and Wastewater Impact Fees Ordinance. Nothing adopted herein is intended to, in any way, nor shall any such provision be deemed to supersede or control over such provisions or any other fee or charge which may have been inadvertently omitted in this Ordinance.

SECTION 7. SAVINGS CLAUSE

All rights and remedies of the City of Seabrook are expressly reserved and saved as to any and all provisions of any ordinance affecting fees of the City and to any and all violations of the provisions of any prior ordinance pertaining thereto which have accrued as of the effective date of this ordinance; and as to such accrued fees, collection activity, violations, and any pending litigation, both civil and criminal, whether pending in court or not, under such prior ordinances, same shall not be affected by this ordinance but may be prosecuted and pursued until final disposition.

SECTION 8. SEVERABILITY

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

SECTION 9. NOTICE

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on **first reading, this 4th day of October 2025.**

PASSED AND ADOPTED with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10, on **second and final reading, this 18th day of November 2025.**

By: _____
Jim Sweeney, Mayor

ATTEST:

By: _____
Rachel Lewis
City Secretary

RESOLUTION NO. 2017-XX
THE MASTER FEE SCHEDULE FOR THE CITY OF SEABROOK

A RESOLUTION OF THE CITY OF SEABROOK AMENDING AND UPDATING VARIOUS CITY FEES AND ADOPTING A MASTER FEE SCHEDULE FOR THE CITY OF SEABROOK AND REPEALING AND REPLACING ALL OTHER FEE SCHEDULES IN CONFLICT WITH THIS RESOLUTION. THIS RESOLUTION REPLACES ALL ORDINANCES OR RESOLUTIONS OR PARTS OF ORDINANCES OR PARTS OF RESOLUTIONS

WHEREAS, THE CITY COUNCIL OF THE CITY OF SEABROOK DESIRES TO PROVIDE A SINGLE AND CONVENIENT LOCATION FOR A LIST OF ALL FEES CHARGED BY THE CITY OF SEABROOK; AND

WHEREAS, SUCH LIST IS INTENDED TO REPEAL AND REPLACE ALL EXISTING FEES IN CONFLICT WITH THE FEE SCHEDULE LISTED ON EXHIBIT A ATTACHED AND INCORPORATED AS PART OF THIS RESOLUTION; AND

WHEREAS THE CITY COUNCIL REVIEWED THESE FEES AND FINDS THAT THE AMENDMENT IS IN THE BEST INTEREST OF THE CITY; AND

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

THAT, EFFECTIVE IMMEDIATELY THE FOLLOWING MASTER FEE SCHEDULE SHALL APPLY AS APPLICABLE. IN CASE OF ANY CONFUSION OR AMBIGUITY THE CITY MANAGER WILL DEFINE THE USE CATEGORY AND DETERMINE THE APPLICABLE FEE.

Animal Control & Shelter		
A. Impoundment Fees		
1	Dogs and cats	\$25 per animal for the first day \$15 for each additional day
B. Adoption		
1	Cats	Administrative Fee \$20
2	Dogs	Administrative Fee \$20
C. Quarantine		
1	Animals returned to owner after 10 day required quarantine	\$300 for 10 days, \$30/day
D. Registration/Licensing		
1	Annual Neutered/Spayed	Free
	Annual Not Neutered/Spayed	\$10
2	Vicious Animal Registration	\$50 per animal
3	Microchip Animal	\$10
E. Disposal Fee		
1	Cat	\$10
2	Dog	\$15
City Secretary		
A. City Permit Fees		
1	Alcoholic Beverage Permit (Ord. No. 2007-09)	1/2 of amount of the state fee for each permit and license authorizing sale of alcohol/ annually, as determined by TABC.
2	Solicitor/Itinerant Vendor Permits (Ord.No. 2013-25)	
	Peddler or Solicitor	\$50 per month
	Canvasser	No fee
	Charitable Organization	Fees may be waived
3	Wrecker Application/Permit (Ord.No. 96-02)	\$125 per wrecker/annually
B. Public Information Records - Office of the Attorney General		
	Note: Fee is set by Open Records Act and Public Information Act found at Texas Administrative Code.	
1	Letter/legal size copy	\$0.10 per page
2	Oversized copy	\$0.50 per page
3	Specialty copies (i.e. 24" x 36" blueprints)	\$7 per page
4	Audio Cassettes	\$1 per tape
5	CD	\$1 each
6	Electronic Media (flash drives)	Actual cost
7	Postage	Actual cost
8	Retrieval from storage	Actual cost
9	Labor, clerical (50 pages or more)	\$15 per hour
10	Labor, programming	\$25.50 per hour
11	Police Accident Online Reports	\$6 each
12	Police Body camera footage	\$10 for each recording Additional \$1.00 per full minute of body worn camera video, if identical information has not already been obtained by a member of the public in response to a request for information
13	Police Offense reports	\$0.10 per page
C. Oil & Gas Drilling Application		
1	Oil and Gas Drilling Permit/Application fee	\$5000 (ordinance Sec 60-25)

Code Compliance		
A. Nuisance Abatement Removal		
1	Mowing (weeds, high grass, tree limbs)	Admin. Fee \$125/lot, per occurrence + cost of services
2	Removal of Accumulated Waste	Admin. Fee \$125/lot, per occurrence + cost of services
3	Junk Vehicle Removal	Admin. Fee \$125/lot, per occurrence + cost of services
B. Substandard Structure		
1	Demolition	Admin. Fee \$125/lot, per occurrence + cost of services
Emergency Medical Services		
1	Advanced Life Support (ALS)	\$1500 \$1600
2	Advanced Life Support with 2 or more advanced interventions (ALS2)	\$1,800
3	Basic Life Support (BLS)	\$1300 \$1400
4	Advanced Life Support Disposable Supplies (ALS Disp)	\$400 \$450
5	Basic Life Support Disposable Supplies (BLS Disp)	\$250 \$350
6	Oxygen (O2)	\$125 \$150
7	Transport Mileage (Mileage)	\$24 per mile
8	Treat No Transport (TNT)	\$250
Filming		
A. Administrative Fee		
1	Application - Commercial filming	\$50
Finance		
A. Returned Check Fee		
1	Insufficient Funds (Res. No. 2014-01 Establishing Water Utility Fees)	\$25 per occurrence
B. Hotel/Motel Occupancy Tax (Ord. No. 2012-21)		7% of room price, does not include food/drink
Municipal Court		
A. Public Information Records		
1	Letter/legal size copy	\$0.10 per page
2	CD	\$1 each
3	Electronic Media (flash drives)	Actual cost
4	Postage	Actual cost
5	Retrieval from storage Computer programming or data manipulation	Actual cost \$28.50 per hour
6	Labor, clerical (50 pages or more)	\$15 per hour
Notary Fees - Non-residents		
1	Protesting a bill or note for non-acceptance or non-payment, register and seal	\$4.00
2	Each notice of protest	\$1.00
3	Protesting in all other cases	\$4.00
4	Certificate and seal to a protest	\$4.00
5	Taking the acknowledgment or proof of any deed or other instrument in writing, for registration, including certificate and seal:	
	for the first signature	\$6.00
	for each additional signature	\$1.00
6	Administering an oath or affirmation with certificate and seal	\$6.00
7	All certificates under seal not otherwise provided for	\$6.00
8	Copies of all records and papers in Notary Public's Office, for each page	\$0.50
9	Taking the depositions of witnesses, for each 100 words	\$0.50
10	Swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition	\$6.00
11	All notarial acts not provided for	\$6.00

Parks and Recreation	
A. Facility Rental Fee	
Resident: Individuals must reside or own property within City Limits and Non- profit Local Groups must have membership made up of at least 51% city residents.	
Waiving of the rental fee may be approved if group provides significant service to the Seabrook community and roster is 51% city resident.	
All fees shall be charged to the applicant for each City rental facility	
1 Replacement Keys, Lock, Gate, Remote Fee	\$50
2 Alcohol Fee	\$30 per event
3 Custodial Fee (required for Full Day Rentals at Carothers)	\$250
4 Gazebo Rental Fee	
Deposit: RESIDENT	\$50
Deposit: NON-RESIDENT	\$100
Full Day Rental: RESIDENT	\$50
Full Day Rental: NON-RESIDENT	\$100
5 Bayside Cabana Rental Fee	
Deposit: RESIDENT	\$50
Deposit: NON-RESIDENT	\$60
Full Day Rental: RESIDENT	\$50
Full Day Rental: NON-RESIDENT	\$65
6 Brummerhop Pavilion Rental Fee	
Deposit: RESIDENT	\$100
Deposit: NON RESIDENT	\$150
Full Day Rental: RESIDENT	\$60
Full Day Rental: NON RESIDENT	\$80
7 Brummerhop Cabana Rental Fee	
Deposit: RESIDENT	\$50
Deposit: NON RESIDENT	\$60
Full Day Rental: RESIDENT	\$50
Full Day Rental: NON RESIDENT	\$65
8 Community House Rental Fee	
Deposit: Resident or Non-Profit	\$250
Deposit: Non Resident or For-Profit	\$300
TV Use	\$20
Mon - Thurs Rental (maximum 12 hours): RESIDENT	\$300
Mon - Thurs Rental (maximum 12 hours): NON RESIDENT	\$400
Mon - Thurs Rental (maximum 4 hours): RESIDENT/Non-profit/ Local Groups	\$100
Mon - Thurs Rental (maximum 4 hours): Non Profit/Civic Groups(must provide IRS 501(c)(3) documentation Maximum 3 sessions per week.	\$25 hr
Mon - Thurs Rental (maximum 4 hours): For-Profit/Private instructors (classes, workshops, commercial use). Maximum 3 sessions per week.	\$50 hr
Fri - Sun Rental (maximum 12 hours): RESIDENT	\$450
Fri - Sun Rental (maximum 12 hours): NON RESIDENT	\$800

Consecutive Community House 12 hour rentals by one applicant are eligible for residential rate for the second day	
Deposit: RESIDENT	\$100
Deposit: NON RESIDENT	\$150
Full Day Rental: RESIDENT	\$100
Full Day Rental: NON RESIDENT	\$150
8 Miramar Pavilion Rental Fee	
Deposit: RESIDENT	\$100
Deposit: NON RESIDENT	\$150
Full Day Rental: RESIDENT	\$75
Full Day Rental: NON RESIDENT	\$100
9 Swimming Pool Cabana Rental Fee	
Deposit: RESIDENT	\$50
Deposit: NON RESIDENT	\$60
Half Day Rental (maximum 4 hours): RESIDENT	\$25
Half Day Rental (maximum 4 hours): NON RESIDENT	\$40
Full Day Rental (maximum 9 hours): RESIDENT	\$40
Full Day Rental (maximum 9 hours): NON RESIDENT	\$55
10 Swimming Pool Party Room Rental Fee	
Deposit: RESIDENT	\$60
Deposit: NON RESIDENT	\$70
Full Day Rental (maximum 9 hours): RESIDENT	\$100
Full Day Rental Non Resident Rate(maximum 9 hours):NON RESIDENT	\$150
B. Aquatic Fees	
* proof of residency (valid driver's license or City of Seabrook water bill)	* matching address
Fees apply to all who enter the City Pelican Bay Pool's gated facility	
1 Season Passes	
Qualified disabled Seabrook resident admission	\$0
Individual *RESIDENT Ages 2 & older	\$25/season
Individual NON RESIDENT: Ages 2 & older (includes non resident senior citizens)	\$150/season
Individual *RESIDENT Senior Citizen (65 years of age & older)	\$0/season
2 Daily Pool Fees	
Daily Admission, 2 - 17 years of age:*RESIDENT	\$2
Daily Admission, 2 - 17 years of age: NON RESIDENT	\$6
Daily Admission, 18 - 64 years of age: * RESIDENT	\$4
Daily Admission, 18 - 64 years of age: NON RESIDENT	\$8
Daily Admission, 65 years of age & older: * RESIDENT	\$0
Daily Admission, 65 years of age & older: NON RESIDENT	\$8

	Adult Lap Swim session: *RESIDENT only	\$0
	Seabrook City Business Day Care	\$1/ per child/ per day
	Non Seabrook City Business Day Care	\$3/ per child/ per day
	Seabrook Hotel/Motel/ B&B Occupants	Same as Resident Rate with voucher
3	Swim Lessons (registration until classes are filled)	
	Sessions *RESIDENT six lesson for 40 minute	\$40
	Sessions NON RESIDENT: six lesson for 40 minute	\$60
4	Swim Team	
	Qualified City sponsored organization rates are based on City's responsibilities and organizations participation	
	Organization may be invoiced with collective use totals at the end of the season	
	Lanes	\$3/per lane/per hour
	Custodian fee	\$20/per day
	Non resident individual participants' one time season fee	\$15/per person
C.	Park Fee	
1	Pine Gully entrance fee, per vehicle	
	Monday-Sunday(including Holidays): RESIDENT	Free
	Monday-Thurs: NON RESIDENT, Under 65 years of age	\$5
	Monday-Thurs: NON RESIDENT, Veteran or 65 years of age+	\$5
	Friday-Sunday: NON RESIDENT, Under 65 years of age	\$10
	Friday-Sunday: NON RESIDENT, Veteran or 65 years of age+	\$10
	HOLIDAY/HOLIDAY WEEKENDS	*Holiday Weekend rates are charged if the holiday falls on Fri-Sun. Holidays that fall on Mondays follow the Holiday Weekend rates
	Easter, Memorial Day, July 4th & Labor Day	
	Holidays: NON RESIDENT, Under 65 years of age	\$30
	Holidays: NON RESIDENT, Veteran or 65 years of age+	\$10
	Seabrook Hotel/Motel/ B&B Occupants	Same as Resident Rate with voucher
D.	Bay Area Veterans Memorial	
	Engraved brick, up to 3 lines of text; each line up to 16 characters	\$150
	Granite Plaque - Full Slab	\$500
Planning & Zoning / Community Development / Building Department		
5	Conditional Use Permit	\$1,000
6	Board of Adjustment Request	\$500 per request
7	Master Sign Plan	\$500 per request
B.	Zoning Change/Amendments	
	Note: Includes Zoning Changes and Zoning Amendment applications where public hearing and legal notice is required.	
1	Zoning Change (Res. No. 2007-13)	\$750
2	Planned Unit Development (PUD)	\$1,500
C.	Residential/Commercial Construction Fees	
	Residential and Commercial Renovation, Additions and Repairs Exclusive to: Roof Replacement, Window Replacement, Siding Replacement, Patio / Paving / Driveway and Sidewalk Replacement, Foundation Repair, and Storage Shed under 300 S.F. Flat Permit Fee	\$75 - Residential Storage Sheds \$150 - Residential \$300 - Commercial
	PERMIT FEE PER SQUARE FOOT: General Construction fees (includes new construction, renovations, additions, accessory buildings, decks, carport, swimming pools).	\$0.50 per Square Foot

J. Plumbing Fees		
1	Scheduled Base Fee: (Minimum Permit Fee)	\$75.00
2	Each Plumbing Fixture, Floor Drain or Trap	\$10.00 ea.
3	Sewer (New, Replaced, or Repaired)	\$20.00 ea.
4	Each Gas Fixture Outlet	\$10.00 ea.
5	Water Heater (New, Replaced, Repaired)	\$25.00 ea.
6	Boilers (Per 500k Btu of Input)	\$25.00 ea.
7	Special Interceptor (Grease, Sand, Acid, Etc.)	\$25.00 ea.
K. Landscape Irrigation Permit		
1	Scheduled Base Fee: (Minimum Permit Fee)	\$75.00
2	Backflow Assembly	\$25.00 ea.
3	Sprinkler Head	\$0.50 ea.
4	Zone Valve	\$10.00 ea.
L. Mechanical /HVAC Permits		
1	Scheduled Base Fee: (Minimum Permit Fee)	\$75.00
2	Each Cooling Unit < 5 Ton	\$35.00 ea.
3	Cooling Units over 5 Ton (Per Ton)	\$10.00 ea.
M. Pipeline Permit		
1	Pipeline Permit	\$1,000 per pipeline (ordinance #2014-13)
2	Annual Renewal (New pipeline)	\$2500 per pipeline per year (ordinance #2014-13)
3	Permit Transfer	\$500 (ordinance #2014-13)
N. Plan Review / Building Inspection Fees		
1	Plan review fee (When the area of the proposed construction exceeds 300 S. F. and a plan is required, a plan-review fee shall be paid in addition to the Building permit fee.) 2007-13	Said plan-review fee shall be equal to one-half of the construction permit fee as set forth above. (C. Residential / Commercial Construction Fees)
2	Re-inspection Fee (Res. No. 2003-26)	\$75.00 ea.
3	Commercial Inspection Fee (When the valuation of Commercial Trades Work is equal to or exceeds \$25,000, an additional inspection fee is due.) 2007-13	Said Inspection fee shall be equal to the permit fee total as set forth above.
4	Public Works Inspection (inspection on roads and utilities for new developments) - Res. No. 2007-13	2007-13: Actual charge billed to the city by third party inspector.

O. Impact Fees for New Construction					
1	Parks Impact Fee Amount per Residential Living Unit \$250.00				
2	EDU: Equivalent Dwelling Unit				
Water Impact Fee Amount per EDU			\$2,910.00		
Waste Water Impact Fee Amount per EDU			\$2,813.00		
Meter Type	Meter Size (inches)	Continuous Duty Maximum Rate (gpm)	Ratio to 5/8 inch Meter (Equiv. # of EDUs)	Fee for Water	Fee for Wastewater
Simple	5/8 x 3/4	10	1	\$2,910	\$2,813.00
Simple	3/4	15	1.5	\$4,365	\$4,219.50
Simple	1	25	2.5	\$7,275	\$7,032.50
Simple	1.5	50	5	\$14,500	\$14,065.00
Simple	2	80	8	\$23,280	\$22,504.00
Compound	2	80	8	\$2,328	\$22,504.00
Turbine	2	100	10	\$29,100	\$28,130.00
Compound	3	160	16	\$46,560	\$45,008.00
Turbine	3	240	24	\$69,840	\$67,512.00
Compound	4	250	25	\$72,750	\$70,325.00
Turbine	4	420	42	\$122,220	\$118,146.00
Compound	6	500	50	\$145,500	\$140,650.00
Turbine	6	920	92	\$267,720	\$258,796.00
Compound	8	800	80	\$232,800	\$225,040.00
Turbine	8	1600	160	\$465,600	\$450,080.00
Compound	10	1150	115	\$334,650	\$323,495.00
Turbine	10	2500	250	\$727,500	\$703,250.00
Turbine	12	3300	330	\$960,300	\$939,290.00
* Fees may vary based on the actual date of developments recordation. Impact fees are collected at the time of development (Plat) recordation or issuance of construction permit. Current					

Police		
A	Golf Cart Regulation	
1	Registration Fee	\$50
2	Bi-Annual Renewal	\$25
B	Security	
1	Off-Duty Security Officer (paid directly to officer) - for City facilities and events only	\$40/hr (min. 4 hours) \$50/hr (min. 4 hours)
2	Off-Duty Security Officer (paid directly to officer) / Holidays - for City facilities and events only	\$50/hr (min. 4 hours)
3	Traffic Officer (Traffic control or Road Closure)	\$50/hr (min. 4 hours)
Public Works - Streets		
A	Street Light Fees	
1		Subdivision Standard, Developer pays all construction costs and 1st year electrical fees. City is responsible for electrical costs beyond the first year, from date the light installation notice was received from developer.
B.	Public Safety	
1	Deployment & Retrieval in addition to equipment rate	\$200
2	Electric Message Board	\$200/day/each
3	A- Frame barricade	\$2/day/each
4	8' or 12' barricade	\$2/day/each
5	Cones	\$2/day/each
6	Stop / Detour sign	\$10/day/each
	Right Of Way (ROW) Fees	
1	A permit fee is required to be paid for any work done in city-owned rights-of-way. The ROW permit fee does not apply to the city's existing utility franchisees or to entities exempt by law from payment of a right-of-way work permit fee (including their contractors)	\$80 each
2	Application fee for network providers	
	Up to five network nodes	\$100
	Each additional network node	\$50
	Resubmission of denied application	Actual costs
3	Public right-of-way rates for network providers	
	Public right-of-way rate	Annual rate of \$250 multiplied by number of network provider's network nodes in public rights-of-way
	Annual adjustment to public-right-of-way rate	One-half the annual change to the Consumer Price Index for All Urban Consumers for Texas, as published by the federal Bureau of Labor Statistics as published in February for the preceding twelve months
	Network provider's installation of its own transport facilities	In addition to public right-of-way rate, the sum of \$28 multiplied by number of network provider's network nodes in public rights-of-way until time payment exceeds monthly aggregate per node compensation
4	Collocation on service poles by network provider	\$20 per year per service pole
Sanitation/Garbage Collection Rates Effective first full cycle after October 1, 2025		
A.	Base Rate - All rates include the City's 15% Franchise Fee and 8% Billing Fee	
1	Residential ***	\$31.03 \$32.06 per month; additional totes (trash & recycling) \$6.15 \$6.35 /per month
2	Commercial Hand Collect	\$78.30 \$80.89 per month; up to 4 additional totes (trash) \$22.88 \$23.64 /per month

*** Persons sixty-five (65) years of age and older shall be exempt from paying a residential sanitation charge but shall still be eligible for carts from the City. Proof of age is required for this exemption.				
B. Commercial Collection Frequency/Rate				
1	2 yd. container			1x/wk: \$95.87 \$99.04 2x/wk: \$191.73 \$198.08 3x/wk: \$287.60 \$297.12 4x/wk: \$383.46 \$396.15 5x/wk: \$479.33 \$495.20 6x/wk: \$575.20 \$594.24
2	3 yd. container			1x/wk: \$143.80 \$148.56 2x/wk: \$287.60 \$297.12 3x/wk: \$431.40 \$445.68 4x/wk: \$575.20 \$594.24 5x/wk: \$719.00 \$742.80 6x/wk: \$862.80 \$891.36
3	4 yd. container			1x/wk: \$191.73 \$198.08 2x/wk: \$362.16 \$374.15 3x/wk: \$575.20 \$594.24 4x/wk: \$766.93 \$792.32 5x/wk: \$958.66 \$990.39 6x/wk: \$1,150.39 \$1,188.47
4	6 yd. container			1x/wk: \$287.60 \$297.12 2x/wk: \$416.42 \$429.17 3x/wk: \$623.13 \$643.76 4x/wk: \$830.84 \$858.34 5x/wk: \$1,038.55 \$1,072.93 6x/wk: \$1,150.39 \$1,188.47
5	8 yd. container			1x/wk: \$298.25 \$308.12 2x/wk: \$468.68 \$484.19 3x/wk: \$639.11 \$660.26 4x/wk: \$852.14 \$880.35 5x/wk: \$1,065.18 \$1,100.44 6x/wk: \$1,214.31 \$1,254.50
C. Extra Pick Up Fee				
1	2 yd.			\$24.60 \$25.41
2	3 yd.			\$36.90 \$38.12
3	4 yd.			\$49.20 \$50.83
4	6 yd.			\$73.80 \$76.24
5	8 yd.			\$98.40 \$101.66
D. Permanent Roll-Off Bin / Compactor Rates				
Permanent Roll-Off Bin / Compactor Rates				
Cost Per Pick Up				
Roll Off Size	Initial Delivery	Monthly Rental	Collection	Disposal
28 Cu. Yd	\$235.52	\$196.27	\$374.44	\$381.94
	\$243.32	\$202.77	\$386.83	\$394.58
40 Cu. Yd	\$235.52	\$196.27	\$374.44	\$561.62
	\$243.32	\$202.77	\$386.83	\$580.21
E. Miscellaneous Rates				
1	Relocate Fee			\$174.94 \$180.73
2	Lock Per Month			\$44.67 \$46.15 per month
3	Commercial Overage Fee / Unusual Accumulations			\$174.92 \$180.71 per collection
4	Transportation and Disposal Cost of Non-Recyclables Rejected			\$59.68 per ton
5	Front Load compacted per cubic yard			\$26.68 \$27.46
6	Castor charge per container per month			\$32.87 \$33.96
Short Term Rentals				
1	Application Fee			\$300.00

2	Permit Renewal Fee	\$300.00
Special Events		
A. City Facility Special Event Fee		
1	Special Event application fee (City Council can waive fee for non-profit organizations, Res. No. 94-12)	\$75.00
	Special Event Permit Application Late Fee (if submitted 30-44 days prior to event)	\$50.00
	Special Event Permit Application Late Fee (if submitted 20-29 days prior to event) Applications submitted less than 20 days prior to event will not be accepted.	\$100.00
2	Deposit- Refundable	
	Non parade/organized walk or run/sporting event Special Events	TBD by Special Event Committee, if applicable
	Up to and including 200 parade/organized walk or run/sporting event participants (Res. No. 94-12)	\$200.00
	201-500 parade/organized walk or run/sporting event participants (Res. No. 94-12)	\$300.00
	500+ parade/organized walk or run/sporting event participants (Res. No. 94-12)	\$500.00
3	Clean up determined by size and type of event	TBD by Special Event Committee, if applicable
B. Banner Installation and Removal		Pass along of invoice from City preferred contractor
Tourism and Art Programs		
A. Seabrook Pelican		\$3,125.00
1	Pelican Fabrications	\$1,250.00
2	Artist Commissions	\$1,000.00
3	Pelican Top Coat	\$300.00
4	Cement Pad/Mount	\$275.00
5	Pelican Maintenance Fund	\$300.00
Utility Fees ***		
A. Security Deposit		
1	Homeowner, multi-family living unit equivalent	\$100.00
2	Tenant or Lessee	\$200.00
3	Builder's deposit, per unit, payable at time of water tap	\$25.00
4	Temporary Hydrant Construction Meter	\$1,500.00
5	Commercial; 3 months average use, but not less than	\$100.00
6	Irrigation Deposit	\$100.00
B. Water Service Fee Due to Non-payment		\$55.00
1	Service Fee for non-payment	\$30.00
	Allowance for doubtful accounts (RES. 2013-26)	\$25.00
C. Water Collection Fee (Late Charge)		10% of the amount past due and unpaid shall be added to regular charges
D. Meter Tampering Fees per offence		
1	Meter reset due to pulling	\$100.00
2	Meter lock broken	\$100.00
3	Saddle Corp, Service Line, Curb Stop, Pigtail or Box damaged or broken	Material Cost
4	Antenna damaged or disconnected	Material Cost
5	Meter lock removed	\$100.00
6	Meter broken	Material Cost
7	Meter stolen	Material Cost
8	Unauthorized connection inserted	\$100.00
9	Unauthorized water usage	\$100.00
E. Theft of Water Service		
	Note: Theft of water services shall refer to any customer who reconnects water services in any way, after the City has disconnected the water for nonpayment of delinquent bill or otherwise.	Delinquent amount + Water reconnect fee of \$25 + Meter Reset fee + Meter Tampering fee
	Fee breakdown:	
1	Delinquent Amount	Balance on account
2	Reconnect Fee	\$25.00
3	Meter Reset Fee	\$100.00
4	Meter Tampering Fee	\$100.00
F. Water Tap		
1	3/4"	\$841.00
2	1"	\$877.00
3	1 1/2"	\$1,774.00
4	2"	\$1,899.00
G. Water Service "Material Cost"		
Size	Saddle Corp Stop Service Line Curb Stop Meter Antenna Pig-tail Box w/lid	TOTALS

3/4"	\$265.00	\$70.00	\$20.00	\$118.00	\$264.00	\$30.00	\$22.00	\$52.00	\$841.00
1"	\$265.00	\$70.00	\$20.00	\$118.00	\$300.00	\$30.00	\$22.00	\$52.00	\$877.00
1.5"	\$265.00	\$334.00	\$50.00	\$437.00	\$526.00	\$30.00	\$80.00	\$52.00	\$1,774.00
2"	\$265.00	\$334.00	\$50.00	\$437.00	\$651.00	\$30.00	\$80.00	\$52.00	\$1,899.00

H. Water Meter Re-Reads		
1	Note: If the City has made an error, then the fee will be refunded to the account.	\$25 per request
I. Water Meter Test Fee		
1	1" or smaller meters, in-house	\$50.00
2	1 1/2" or larger, outside contractor	Actual cost of outside contractor
J. Meter Audit		
	Note meter read a maximum of two times	\$50.00
K. Pretreatment Fees-Surcharge Industries		
1	Contract Laboratory Services	City's cost per sampling event
2	Administrative Fee	\$25 per hour
L. Water Rates Effective w/Sept 15-Oct 15 billing cycle		
	Water rates for single meter residential and all commercial customers (single customer and multi customer commercial meters)	
	Water rates for single meter residential and all commercial customers (single customer and multi customer commercial meters)	
1	Meter Size	Minimum bill (for first 2,000 gal.)
	5/8"	\$21.60
	3/4"	\$21.60
	1"	\$54.02
	1.5"	\$108.02
	2"	\$172.84
	3"	\$324.06
	4"	\$540.12
	6"	\$1,080.24
	8"	\$1,728.38
	10"	\$2,484.55
	All over 2,000 gallon. to 10,000 gallons	\$7.56 per thousand gallons
	All over 10,000 gallons to 15,000 gallons	\$9.00 per thousand gallons
	All over 15,000 gallons	\$10.75 per thousand gallons
2	Water rates for multi-family meter customers	
	All gallons over the minimum allotment will be charged as follows:	a minimum charge of \$21.60 per month/per living unit. Minimum charge will include usage of up to 2,000 gallons per month, per unit
	4,001 to 10,000 gallons	\$9.00 per thousand gallons
	All over 10,000 gallons	\$9.00 per thousand gallons
	Water rates for multi-family meter customers (less than 5 units)	
	All gallons over the minimum allotment will be charged as follows:	a minimum charge of \$21.60 per month/per living unit. Minimum charge will include usage of up to 2,000 gallons per month, per unit
	4,001 to 10,000 gallons	\$9.00 per thousand gallons
	All over 10,000 gallons	\$9.00 per thousand gallons
3	Sewer Rates - Residential	
	First 2,000 gallons	\$25.00
	All over 2,000 gallons, per 1,000 gallons	\$6.53
	Maximum charge based on 16,000 gallons	\$116.42
4	Sewer Rates - Commercial & Industrial	
	First 2,000 gallons	\$35.44
	All over 2,000 gallons, per 1,000 gallons	\$8.58
M. Wastewater Tap		
1	4 inch	Developer is responsible
2	6 inch	Developer is responsible

N. Waste Water Maintenance		
1	Reconnection to City main sewer line (Ord. No. 81-23)	\$200.00
2	Grinder pump maintenance fee (Ord. No. 87-07/ Code Sec 95-133, Code 1976 12-74; Code 1196 74-133)	
	Residential Customer	\$6/month
	Commercial Customer	\$25/month
DEFINITIONS:		
	<i>Light Commercial:</i>	Office and professional occupancy only
	<i>Commercial:</i>	All businesses other than above
	<i>Industrial:</i>	A process plant which discharges 70 percent or more of wastewater to storm sewer facilities as determined by the Director of Public Works
	<i>Multi-family meter:</i>	Any water meter which serves more than one (1) living unit. For example, an apartment building has one (1) water meter to serve 10 separate apartment units. Or a duplex has one (1) water meter to serve two (2) separate duplex units
	<i>Multi customer commercial meter:</i>	Any water meter which serves more than one (1) business or commercial enterprise. For example, a shopping plaza has one (1) water meter to serve 10 separate businesses/or shops
	<i>Single customer meter:</i>	Any water meter which serves only one (1) living unit or one (1) commercial business or store
*** on March 8, 1988, the City of Seabrook entered into a contract with the City of Pasadena to purchase potable water; the City of Seabrook received a letter from the City of Pasadena dated August 10, 2016, which stated the base price per thousand gallons of water being sold to the City of Seabrook was increasing from .7297 to .8937; the City Council intends to adjust water rates to compensate for the increased charge from the City of Pasadena; and the City Council intends to adjust water and sewer rates sufficient to pay the debt service for the Certificates of Obligation.		

Supporting Documents

Subject (section)	Have or Need	Document	Comments
Animal Control & Shelter			
H4	H	Ord. No. 90-09	Defines Vicious Animal and Vicious Animal Registration
A- J	H	Res. No. 2013-14	list rates and also verbiage "Vicious Animal"
J	H	Res. No. 2013-14	Animal Establishment Permits/fees will be removed. Resolution No. 2013-14 needs to be referenced as changed
City Secretary			
Alcohol Permit	H	Ord. No. 2007-09, Sec. 6-10	
Alcohol Permit	H	<Municode> Code of Ordinances, Sec. 6-10	
Peddler Permit	H	Ord. No. 2013-25	\$50 / month
Wrecker Permit	H	Ord. No. 96-02, Sec 28-2	Application to engage in City initiated business - \$125 wrecker business (no resolution found)
Wrecker Permit	H	<Municode> Code of Ordinances Sec 100-32	
Public Informaiton /Records	H	Charges for Open Records: Bound City Documents	no resolution or ordinances - per City Secretary
	H	Texas Administrative Code	https://texreg.sos.state.tx.us/public/readtac\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=3&ch=70&rl=3
Oil & Gas Permit	H	<Municode> Code of Ordinances, Sec. 60-25	application form; filing fee
	H	<Municode> Code of Ordinances Sec 60-36	Application for permit is made w/City Secretary
Code Compliance			
A-B	H	Res. No. 2007-13	Comprehensive Fee Schedule (\$125 + cost of service)
Filming			
A-B	H	Ord. No. 2014-12, Sec. 22-130	regulations for commercial filming, application fees, W/o a \$ amount. Application has \$ error
Finance			
Returned check	H	Res. No. 2014-01	
Hotel/Motel Occupancy Tax	H	Ord. No. 2012-21	
Sales Tax			
Property Tax	H	Ord. No. 2016-25	
Mixed Beverage Tax	H	Tax Code Chapter 183	State Legislature Document. Set by State
Solid Waste			Waste Management contract CC approved 11/18/14
Cable Television	H	Ord. No. 94-40 & Ord. No. 2007-02	
Electric	H	Ord. No. 2006-26	
Gas	H	Ord. No. 2015-16	
Telecommunication			AT&T, Birch, Verizon, Etc. established by P.U.C. Updated in April.

Fire			
Fire/Sprinkler/Fire Alarm Permit	H	fdevper.doc-revision5	Application form. (Based on job value.. Under Building permit Res. No. 2007-13?)
	H	Res. No. 2007-13?	
Parks and Recreations			
Facility Rental Fees	H	Res. No. 2012-21	Updated Regulations for City Park Facilities Res. No. 2017-04
Carothers	H	Res. No. 2014-04	Updated Regulations for City Park Facilities Res. No. 2017-04
Planning & Zonning / Community Development/ Building Department			
A, B, D, I, K, L, N-R	H	Res. No. 2007-13	No specific verbiage for "building permit". Res. references "half of building permit fee" which seems based on General Construction total job value.
Planning Unit Dev. PUD (B)			
Licensing Fees (H)	H	Res. No. 2003-26	Res. No. 2003-26 and Res. No. 2007-13 has two different renewal fees
Licensing Fees (H)	H	Res. No. 2007-13	
Public Improvement Inspection Fee (J)			
Tree Removal (M)	H	Ord. Environmental Ch. 30 Article 2	
Sign Fees (N7)	H	Ord. No. 87-14	Pg 11 lists some \$ amounts, ref. Ord. No 81-04 Appendix K
Sign Fees (N7)	H	Res. No. 2002-07	ref. on Sign application as an attachment but has not mention of signs in resolution.
Sign Fees (N7)	H	Ord. No. 2001-01	pg 14 "city council shall establish a sign fee". No fees listed.
Sign Fees (N7)	H	Ord. No. 2009-18	pg 11 "city council shall establish a sign fee". No fees listed.
Sign Fees (N7)	H	Res. No. 2003-26	No mention of any sign fees
Pipeline Permit (S)	H	Ord. No. 2014-13 Sec 62-9 Permit fees	
Building Inspection Fees - Re-inspection fees(T)	H	Res. No. 2003-26	
Other Inspection fees (U)	H	Res. No. 2003-26 and Res. No. 2007-13	
Other Commercial Construction Fees (V)	H	Res. No. 2003-26	
Impact fees for new construction (W)	H	<Municode> Code of Ordinances, Sec. 85-157. , Ord. No. 2015-22	Amending Sec. 85-156 to 85-158
Police			
Copy Charge (A)		(State Charge: Open Records Act)	Accident report, online report, offence report
Golf Cart Regulation	H	Ord. No. 2010-31	
Security rate (B)	H	Res. No. 93-16, Ord. No. 2013-21	"Security Fee should be = to overtime pay" Off duty officer , alcohol served. Also for Special Event section. Not specific rate listed.
Sanitation/Garbage Collection			
A - G	H	Res. No. 2015-02	

Special Events			
City Facility Event Fee	H	Res. No. 94-12/ Ord. No. 2017-08	
Banner Installation & Removal			
Transportatin and Public Works Section			
Engineering Fees			
Utility Fees			
A, Q	H	Res. No. 2016-17	
B-C, H-I, L-O	H	Res. No. 2014-01	
Reconnection to city main sewer line (S)	H	Ord. No. 81-23, Code 1979 24-1.1	
	H	Code 1996, 74-112	
Grinder pump fee (S)	H	Ord. No. 87-07/ Code Sec 95-133 (code 1976, 12-74; Code 1996 74-133)	Pressure sewerlines & grinder pumps required for new construction.
Water Tap (J)	H	Ord. no. 81-23	listing 5/8", 3/4", 1", 1 1/2", 2"(Myra reference sheet)

Need supporting doc.

NOT INCLUDED IN MASTER
FEED SCHEDULE AS OF
2/2017

Court Department

* Any updates should be made on this xls. and copied to a Word doc. from the Word doc. and Paste Special as a picture or object onto the document to avoid distorting the format.

IMPACT FEE

Park Impact Fee Amount per Residential Living Unit				\$250.00
Water Impact Fee Amount per EDU				\$2,910
Wastewater Impact Fee Amount per EDU				\$2,813
Meter Type	Meter Size (inches)	Continuous Duty Maximum Rate (gpm)	Ratio to 5/8 inch Meter (Equiv. # of EDUs)	Fee for Water
Simple	5/8 x 3/4	10	1	\$2,910
Simple	3/4	15	1.5	\$4,365
Simple	1	25	2.5	\$7,275
Simple	1.5	50	5	\$14,500
Simple	2	80	8	\$23,280
Compound	2	80	8	\$2,328
Turbine	2	100	10	\$29,100
Compound	3	160	16	\$46,560
Turbine	3	240	24	\$69,840
Compound	4	250	25	\$72,750
Turbine	4	420	42	\$122,220
Compound	6	500	50	\$145,500
Turbine	6	920	92	\$267,720
Compound	8	800	80	\$232,800
Turbine	8	1600	160	\$465,600
Compound	10	1150	115	\$334,650
Turbine	10	2500	250	\$727,500
Turbine	12	3300	330	\$960,300

* Fees may vary based on the actual date of developments recordation. Impact fees are collected at the time of development (Plat) recordation or issuance of construction permit. **Current Rates per Ordinance 2022-09**

loc. The table can be copied
Master Fee xls. without

Fee for Wastewater

\$2,813.00
\$4,219.50
\$7,032.50
\$14,065.00
\$22,504.00
\$22,504.00
\$28,130.00
\$45,008.00
\$67,512.00
\$70,325.00
\$118,146.00
\$140,650.00
\$258,796.00
\$225,040.00
\$450,080.00
\$323,495.00
\$703,250.00
\$989,290.00

DEPARTMENT/SECTION	DIRECTOr or STAFF that can assist	MEETING DATE	UPDATED
ANIMAL CONTROL	DWAYNE VANSELOUS		
CITY SECRETARY	ROBIN HICKS		
CODE COMPLIANCE	ALANA ROHLFS		
COMMUNICATIONS / FILMING	LEAANN DEARNMAN		
FINANANCE	MIKE GIBBS		
PARKS & REC	KEVIN PADGETT/MYRA PEREZ		
PLANNING & ZONING	SEAN LANDIS		
COMMUNITY DEVELOPMENT	SEAN LANDIS		
POLICE	SEAN WRIGHT		
SPECIAL EVENTS	ROBIN HICKS		
UTILITY BILLING/SANITATION	MYRA PEREZ		

City Park Facility Reservations Fees
Reference Ordinance 2017-11 Master Fee Schedule

MISC. FEES / CLARIFICATIONS	
Alcohol Administrative Fee \$30 City will copy the Alcohol/Security Agreement form from the application and give to the renter and arrange for an officer(s) to be at the event.	Custodial Fee \$200 Required for Full Day rentals at Carothers and optional for Community House.
Resident: Individual must reside or own property within City of Seabrook City limits.	
Non-Profit/Local Groups: Group must be located and based within Seabrook City limits and their roster must include 51% residents (they must provide a list of participants name, addresses and phone numbers to the city to qualify for reduced rate.) If a roster is not available, the rental rate will not be waived. A roster from the event can be submitted along with a written request within 7 days after the event to request an adjustment to fees collected for City Manager/Designee approval.	
Waiving of Rental Fees for Non-Profit/Local Groups: Must provide 51% resident roster and demonstrate in writing that their use of the facility will provide a significant service to the City of Seabrook residents for City Manager/Designee approval. If approved, rental fee will be refunded.	

Community House		
Resident	Deposit	Rental
Mon -Thurs (Maximum 12 hours)	\$200	\$300
Fri - Sun (Maximum 12 hours)	\$200	\$450
Non-Profit/Local Groups		
Mon -Thurs (Maximum 4 hours)	\$200	\$100
Non-Resident	Deposit	Rental
Mon -Thurs (Maximum 12 hours)	\$250	\$400
Fri - Sun (Maximum 12 hours)	\$250	\$800

City Park Facility Reservations Fees
Reference Ordinance 2017-11 Master Fee Schedule

Meador		
Pavilion - Full Day	Deposit	Rental
Resident	\$100	\$100
Non-Resident	\$150	\$150

Miramar		
Pavilion - Full Day	Deposit	Rental
Resident	\$100	\$75
Non-Resident	\$150	\$100

Brummerhop		
Pavilion #7- Full Day	Deposit	Rental
Resident	\$100	\$60
Non-Resident	\$150	\$80
Cabanas (#1-6) - Full Day	Deposit	Rental
Resident	\$50	\$50
Non-Resident	\$60	\$65

Pelican Bay Swimming Pool		
Party Room- Full Day (maximum 9 hrs)	Deposit	Rental
Resident	\$60	\$100
Non-Resident	\$70	\$150
Cabanas - Full Day	Deposit	Rental
Resident	\$50	\$50
Non-Resident	\$60	\$65
Cabanas - Half Day (maximum 4 hours)	Deposit	Rental
Resident	\$50	\$25
Non-Resident	\$60	\$40

City Park Facility Reservations Fees
Reference Ordinance 2017-11 Master Fee Schedule

Aquatic Fees		
Season Passes	Resident	Non-Resident
Ages 2 & Older	\$25	\$150
Senior Citizens Ages 65 & Older	\$0	N/A
Daily Pool Fee	Resident	Non-Resident
2 - 17 years of age	\$2	\$6
18 - 64 years of age	\$4	\$8
65 and older	\$0	\$8
Day Care	\$1/per child	\$3/per child
Seabrook Hotel/Motel/B&B Occ.	Resident rate	with voucher

Pine Gully Entrance Fee/per vehicle		
Mon- Thurs	Resident	Non-Resident
Under 65 years of age	Free	\$10
65 years of age & older	Free	\$5
Fri - Sun	Resident	Non-Resident
Under 65 years of age	Free	\$20
65 years of age & older	Free	\$10
Holidays* & Holiday Weekends*	Resident	Non-Resident
Under 65 years of age	Free	\$30
65 years of age & older	Free	\$10
Seabrook Hotel/Motel/B&B Occ.	Resident rate	with voucher
* Holidays: Easter, Cinco De Mayo, Memorial Day, July 4th and Labor Day		
*Holiday Weekends: Holidays that fall on Fri-Sun		

Carothers Coasta Gardens		
Resident	Deposit	Rental
Hourly (2 hr. min.)	\$50/hr	\$110/hr
Half Day (5 hr min., 7 hr. max)	\$200	\$400
Full Day (Custodial Fee Required)	\$500	\$1,450
Non-Resident	Deposit	Rental
Hourly (2 hr. min.)	\$50/hr	\$125/hr.
Half Day (5 hr min., 7 hr. max)	\$200	\$475
Full Day (Custodial Fee Required)	\$500	\$1,750
Optional Services		
Lawn Prep	\$300	
Projection & PA System	\$175	
Non-Profit Discount (proof required)	20%	

December 2025

December 2025							January 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	8	9	10
21	15	16	17	18	19	20	18	19	20	21	15	16	17
28	22	23	24	25	26	27	25	26	27	28	22	23	24
	29	30	31								29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 30	Dec 1	2 6:00pm Regular City Council Meeting (City Hall)	3	4 6:00pm Open Space and Trails Committee Meeting (Public Works Facility) 6:00pm Tree Lighting (Community House)	5	6
7	8	9	10 4:00pm BayTran Holiday Event (Lakewood Yacht Club)	11 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	12	13 8:00am Breakfast With Santa (Community House)
14	15	16 6:00pm Regular City Council Meeting (City Council Chamber)	17	18 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	19	20
21	22	23	24	25	26	27
28	29	30	31	Jan 1, 26	2	3