



**SEABROOK CITY COUNCIL
NOTICE OF SPECIAL CITY COUNCIL MEETING
TUESDAY, JUNE 30, 2026 - 6:00 PM**

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

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, JUNE 30, 2026 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1ST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

PLEDGE OF ALLEGIANCE

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

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

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

2. NEW BUSINESS

2.1 Conduct a Capital Improvement Program (CIP) Workshop to provide an overview of the City's capital planning process; review the status and funding of current capital projects; discuss proposed Fiscal Year 2026-2027 capital improvement projects and budgets; consider potential new or modified projects; and receive public input and City Council feedback on community infrastructure and quality-of-life priorities.

2.2 Consider and take all appropriate action on an amendment to the License Agreement between the City of Seabrook and Texas Markets for a change in operating hours on the City property located at 1209 Main Street, Seabrook, Texas.

3. ADJOURN MEETING

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, June 24, 2026 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





Agenda Briefing

Date of Meeting: June 30, 2026

Responsible Department: City Manager's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Conduct a Capital Improvement Program (CIP) Workshop to provide an overview of the City's capital planning process; review the status and funding of current capital projects; discuss proposed Fiscal Year 2026-2027 capital improvement projects and budgets; consider potential new or modified projects; and receive public input and City Council feedback on community infrastructure and quality-of-life priorities.

Executive Summary / Background:

The Capital Improvement Program (CIP) serves as the City's long-range planning tool for identifying, prioritizing, funding, and implementing major capital projects and infrastructure investments. The CIP helps ensure that public facilities, streets, parks, drainage, and other capital assets are maintained and improved in a fiscally responsible manner while supporting the City's Strategic Plan and community goals.

This workshop is intended to provide an overview of the CIP process, including how projects are identified, evaluated, funded, and scheduled. Staff will review the current status of active capital projects, discuss available and projected funding sources, and present preliminary capital budget considerations for Fiscal Year 2026-2027 and beyond.

Staff will also present potential new projects, revised project scopes, and emerging infrastructure needs for Council consideration.

The workshop is intended to facilitate discussion among Council, staff, and the public regarding community priorities and future capital investment opportunities.

The workshop will include:

- Introduction to the Capital Improvement Program and its purpose.
- Review of current CIP funding sources and capital budgeting practices.
- Status updates on active and recently completed capital projects.

- Review of proposed Fiscal Year 2026-2027 capital projects and associated capital budgets.
- Discussion of potential new projects, revised project scopes, and unfunded capital needs.
- Public input regarding infrastructure, quality-of-life, and facility improvement priorities.
- City Council discussion and direction regarding future CIP development and project prioritization.

This item is presented for discussion and policy guidance.

No formal action is required; however, staff will utilize Council direction and public feedback to refine future CIP recommendations and capital budget planning efforts.

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



Agenda Briefing

Date of Meeting: June 30, 2026

Responsible Department: City Manager's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on an amendment to the License Agreement between the City of Seabrook and Texas Markets for a change in operating hours on the City property located at 1209 Main Street, Seabrook, Texas.

Executive Summary / Background:

This item is to request an amendment to operating hours on License Agreement at 1209 Main Street (city property) with Texas Markets.

Current:

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.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Texas Markets Amendment Dates 2026-27
2. License Agreement - Texas Markets Renewal

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

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

Seabrook Farmers Market

2026-2027

July 2026

- July 4th
10am-2pm
- July 18th
5pm-9pm

Aug 2026

- Aug 1st
5pm-9pm
- Aug 15th
5pm-9pm
- Aug 29th
5pm-9pm

Sept 2026

- Sept 5th
5pm-9pm
- Sept 19th
5pm-9pm

Oct 2026

- Oct 3rd
5pm-9pm
- Oct 17th
10am-2pm
- Oct 31st
10am-2pm

Nov 2026

- Nov 7th
10am-2pm
- Nov 21st
10am-2pm

Dec 2026

- Dec 5th
10am-2pm
- Dec 19th
10am-2pm

Jan 2027

- Jan 2nd
10am-2pm
- Jan 16th
10am-2pm
- Jan 30th
10am-2pm

Feb 2027

- Feb 6th
10am-2pm
- Feb 20th
10am-2pm

March 2027

- March 6th
10am-2pm
- March 20th
10am-2pm

April 2027

- April 3rd
10am-2pm
- April 17th
10am-2pm

May 2027

- May 1st
10am-2pm
- May 15th
10am-2pm
- May 29th
10am-2pm

June 2027

- June 5th
5pm-9pm
- June 19th
5pm-9pm

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

LICENSE AGREEMENT

RENEWAL #2 WITH AMENDMENTS

This License Agreement (the "Agreement") is entered into as of the 7th day of April, 2026, 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 expired on November 7, 2025.

The first extension of the agreement began on November 8, 2026 and will end on May 8, 2026.

Beginning on **May 9, 2026**, the Landlord, if approved by the City Council, shall grant Licensee a license for an additional **1 year**, 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, this is in compliance with the Sign Ordinance.
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:

TEXAS MARKETS, DBA
515 Ave H
South Houston, Texas 77587
Attention: Kayla Henslee

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 _____, 2026, 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: Miguel Vasconcelos _____

NAME: Miguel Vasconcelos

dotloop verified
04/07/26 4:57 PM CDT
8U2D-1KQX-DKUH-WZN1

TITLE: General Manager _____

Exhibit “A”

Real property