



**SEABROOK CITY COUNCIL  
NOTICE OF REGULAR CITY COUNCIL MEETING  
TUESDAY, JULY 7, 2026 - 6:00 PM**

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

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, JULY 7, 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. BOARDS AND COMMISSIONS**

**1.1** Consider and take all appropriate action on the selection of five (5) members to serve on the Capital Improvements Advisory Committee. *Angela Cervantes, At-Large Position 4, Jared Sessum, At-Large Position 2*

**2. PRESENTATIONS**

**2.1** Presentation by Bay Area Houston Ballet & Theatre (BAHBT) Post-Event Report for Hotel Occupancy Tax Agreement. *Jill Reason Executive Director of BAHBT*

**3. 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](http://www.seabrooktx.gov/publiccomment)

**3.1** Mayor, City Council and/or members of the City staff may make announcements

about City/Community events. *City Council*

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

#### **4. SPECIFIC PUBLIC HEARING**

**4.1** Conduct a public hearing to consider Ordinance No. 2026-07, amending the Code of Ordinances of the City of Seabrook, Texas, by revising Chapter 18, "Buildings and Building Regulations," Division 6, "Plumbing," through the creation of Section 18-339, titled "Temporary Portable Restroom Units." The proposed amendment establishes regulations governing the permitting, placement, maintenance, and enforcement of temporary portable restroom units for construction sites, public events, residential uses, and certain permanent installations. *Sean Landis, Deputy City Manager | Planning and Zoning Director*

#### **5. BID AWARDS**

**5.1** Consider and take all appropriate action regarding the award of Request for Qualifications (RFQ) 2026-09 for a Financial Audit of the 2021 Impact Fees to Baker Tilly US, LLC for an amount not to exceed \$25,000.00 and authorize the City Manager to execute the associated contract. *Gayle Cook, City Manager, Sahib Rao*

#### **6. CONSENT AGENDA**

**6.1** Approve the minutes of the June 16, 2026 and June 24, 2026 City Council meetings.

**6.2** Correction to the numbering of Ordinance 2026-09 passed by City Council on June 16, 2026, to Ordinance 2026-16.

#### **7. NEW BUSINESS**

**7.1** Consider and take all appropriate action on the first reading of Ordinance 2026-07 amending the Code of Ordinances of the City of Seabrook, Texas, by revising Chapter 18, "Buildings and Building Regulations," Division 6, "Plumbing," through the creation of Section 18-339, titled "Temporary Portable Restroom Units." The proposed amendment establishes regulations governing the permitting, placement, maintenance, and enforcement of temporary portable restroom units for construction sites, public events, residential uses, and certain permanent installations. *Sean Landis, Deputy City Manager | Planning and Zoning Director*

**AN ORDINANCE OF THE CITY OF SEABROOK, TEXAS, AMENDING THE SEABROOK CITY CODE OF ORDINANCES BY REVISING CHAPTER 18, "BUILDINGS AND BUILDING REGULATIONS," DIVISION 6, "PLUMBING," OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK BY CREATING SECTION 18-339 TITLED "TEMPORARY PORTABLE RESTROOM UNITS"; PROVIDING REGULATIONS FOR PERMITTING, PLACEMENT, MAINTENANCE, AND ENFORCEMENT FOR CONSTRUCTION SITES, PUBLIC EVENTS, RESIDENTIAL USES, AND CERTAIN PERMANENT INSTALLATIONS;**



**PROVIDING FOR A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**7.2** Consider and take all appropriate action on the approval of 2026-02 Task Order with Cobb Fendley under the Professional Services Agreement (PSA) in an amount of \$60,650.00 for Engineering Proposal for Main St. Lift Station Dri-Prime Backup System and authorize the City Manager to execute the proposal and associated documents. *Brian Craig, Director of Public Works | City Engineer*

**7.3** Consider and take all appropriate action on a one-year contract extension agreement between the City of Seabrook and DRC Emergency Services for primary post-disaster debris removal and disposal services, and authorize the City Manager to execute the contract. *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

**7.4** Consider and take all appropriate action on a one-year contract extension agreement between the City of Seabrook and Ceres Environmental Services, Inc. for secondary debris removal and disposal services, and authorize the City Manager to execute the contract. *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

**7.5** Consider and take all appropriate action on a one-year contract extension agreement between the City of Seabrook and True North Emergency Management for debris monitoring services, and authorize the City Manager to execute the contract. *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

**7.6** Consider and take all appropriate action on a one-year contract extension agreement between the City of Seabrook and Hydradry Inc. for post-disaster restoration and recovery services, and authorize the City Manager to execute the contract. *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

**7.7** Consider and take all appropriate action on the ratification of an incentive agreement for a New Construction & Development Grant between Pomodoro's Cucina Italiana, LLC and Seabrook Economic Development Corporation for a maximum amount of \$850,000.00. *Rick Guerrero, Director of Economic Development, David Olson, City Attorney*

**7.8** Consider and take appropriate action on approval of Resolution 2026-11 Authorizing a Texas Parks and Wildlife Application for Bayside Park Expansion *Gayle Cook, City Manager*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR THE LOCAL PARK GRANT TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR THE DEVELOPMENT BAYSIDE PARK EXPANSION, A PUBLIC PARK, FOR PARK AND RECREATIONAL USES; AGREEING TO PROVIDE MATCHING FUNDS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**

**7.9** Consider and take all appropriate action on the selection of Council Liaisons for area organizations. *City Council*

**7.10** Consider and take all appropriate action on the selection of members of City Council to conduct board interviews for various City boards, commissions, and committees. *City Council*

## **8. OLD BUSINESS**

**8.1** Consider and take all appropriate action on selecting a Mayor Pro Tem for 2026-2027. *City Council*

## **9. EXECUTIVE SESSION**

**9.1** Conduct a Closed Session pursuant to Texas Government Code Sections:

**551.072** Deliberate and consider the purchase, exchange, lease or value of real property located in the City of Seabrook, Texas;

## **10. OPEN SESSION**

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

## **11. ROUTINE BUSINESS**

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

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

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

I certify that this notice was posted on the bulletin board on or before Tuesday, June 30, 2026 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





Application Form

Information

Which Boards would you like to apply for?

Capital Improvements Advisory Committee: Submitted

Profile

Cheri R Smith  
First Name Middle Initial Last Name

Home Address  
City State Postal Code

Email Address  
Primary Phone

Self Manager, AASKYY, LLC  
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?

46 years

Are you registered to vote in the City of Seabrook?

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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## **Experience**

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

☒ Yes ☐ No

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

☒ Master Plan Review

**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 Capital Improvements Advisory Committee

**Please describe your interest in serving on the Capital Improvements Advisory Committee and explain what experience, education, or professional background you believe would help you contribute to the committee's work.**

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I am a Texas Real Estate Broker since 1982, Marketing Degree from University of Houston, Bank Officer - First City Bank and Sunbelt National Bank, Owner and Operator of 316 unit Apartment project Las Vegas, NV, currently Manager LLC loaning funds for commercial and residential real estate.

Question applies to Capital Improvements Advisory Committee

**In your view, what are the most important infrastructure challenges and opportunities facing Seabrook as the community grows, and how should those be addressed?**

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Storm flooding and effects of debris inhibiting run-off. Water and Sewer systems and the need to keep them updated. Areas where power lines are above ground and condition of the poles and foliage danger in storm conditions. Piers and bulkheads being a constant issue to review and address. Older neighborhoods being monitored for rehabilitation needs. Road conditions and the need to work with TXDOT on repairs and traffic conditions.

Question applies to Capital Improvements Advisory Committee

**The committee reviews plans and policies that help ensure new development contributes its fair share toward public infrastructure costs. How would you approach balancing the needs of existing residents, new development, and long-term community investment?**

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Each subdivision should be reviewed, City Commercial area needs to be assessed as to needs and proposed growth for small businesses, plan for new development that is attuned to the City goals and determine cost analysis for such growth, and look at systems age and projected life expectancy to budget and plan for updates and repairs.

Question applies to Capital Improvements Advisory Committee

**Describe a situation where you worked with individuals who had differing opinions to reach a recommendation or decision. What was your approach, and what was the outcome?**

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Listen is the number 1 answer. There are always going to be differing views. Stay informed, prepared, listen, and I believe you can develop strategies and tactics to serve those involved. Some may remember when I made my proposal to City Council about the Pelican Path Project. That first meeting did not go so well. Number of Council members felt it was a failing proposal and would not support it. Legal issues, structure issues, hurricane code issues, marketing issues, promotion issues, and the list goes on. Marcy and I addressed each and every one of the concerns, and with overwhelming approval the Council voted to proceed. Again, Listen, Talk, and be rational.

Question applies to Capital Improvements Advisory Committee

**What perspective or expertise would you bring to the committee, and what goals would you hope to accomplish during your term of service?**

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Being a longtime resident I think brings a constructive perspective. Historically the City spent a lot of money on one 5 yr. plan after another and many were left on the shelf. I think our City Manager is doing an excellent job moving from this and trying to keep projects and goals on task. I would want to support this and keep growth steady.

Question applies to Capital Improvements Advisory Committee

**Please describe your experience in real estate, development, construction, engineering, or related industry, and explain how that experience would help you evaluate capital improvement plans and impact fee policies objectively and in the best interest of the community.**

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My Real Estate experience in Apartments, RV park development, single family rentals, foreclosure and renovation of properties, participation in HOA program.

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

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☒ I Agree

Application Form

Information

Which Boards would you like to apply for?

Capital Improvements Advisory Committee: Submitted

Profile

John G Johnson  
First Name Middle Initial Last Name

Home Address Suite or Apt  
City State Postal Code

Mailing Address

Email Address

Primary Phone

HS Development Group Project Manager  
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?

2001



**Are you registered to vote in the City of Seabrook?**

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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## **Experience**

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

☒ Yes ☐ No

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

- ☒ Ethics Review Commission
- ☒ Master Plan Review
- ☒ Planning & Zoning Commission

**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 Capital Improvements Advisory Committee

**Please describe your interest in serving on the Capital Improvements Advisory Committee and explain what experience, education, or professional background you believe would help you contribute to the committee's work.**

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My interest in the City of Seabrook is to help sustain growth, maintain stability for all citizens. My qualifications are 50 + years of construction experience, federal contracting experience, BS Civil Engineering, OSHA 500 Hour Certificate, Leed Certification and member of American Institute of Architects (1996) including design build services, business development, project management certification, Job Order Contracting, IDIQ MATOC and Saber contracts. My experience encompasses a broad scope including hotel/ hospitality, JOC, IDIQ, design build, new construction, restaurants, High rise construction, renovations, repairs, maintenance, multifamily with focus on budgets, compliance and strategic planning.

Question applies to Capital Improvements Advisory Committee

**In your view, what are the most important infrastructure challenges and opportunities facing Seabrook as the community grows, and how should those be addressed?**

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The most important infrastructure challenge is the development & growth of capital investments in utilities, transportation, and public facilities to stimulate private investment and support community growth. As a capital advisory committee, is to help and align long term infrastructure goals with Seabrook financial capacity to void debt spikes and stabilize property tax rates over time.

Question applies to Capital Improvements Advisory Committee

**The committee reviews plans and policies that help ensure new development contributes its fair share toward public infrastructure costs. How would you approach balancing the needs of existing residents, new development, and long-term community investment?**

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Strategic prioritization will be key. The committee would review Seabrook long term goals both 5- & 10-year plan. The goal would be to rank proposed projects objectively based on urgency, public safety, legal, mandates and community impact so the most critical needs are addressed first. One key factor is to review the capital budget and ensure that it aligns with the capital program. We all know the CP plan is a working document and should be reviewed annually to reflect our changing community, needs and priorities and funding opportunities to ensure that our infrastructure exists to advance our long-term goals and objectives.

Question applies to Capital Improvements Advisory Committee

**Describe a situation where you worked with individuals who had differing opinions to reach a recommendation or decision. What was your approach, and what was the outcome?**

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I served as Director of Construction for JOC IDIQ Contracting Division of Tremco/RPM for over 9 years managing contracts in 22 states providing growth strategies and relationship development with A/E firms, managing project teams throughout the United States working the ability to take projects from conception to completion with the non-federal, federal and custom solutions in highly diverse markets. Maintaining effective communication was key to managing contracts in 22 states.

Question applies to Capital Improvements Advisory Committee

**What perspective or expertise would you bring to the committee, and what goals would you hope to accomplish during your term of service?**

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My expertise with specialized training in complete management of contracts and his oversight in all facets of program / project management including interfacing with clients, developing budgets, establishing project schedules and overseeing quality performance. Having overseen projects at multiple, geographically dispersed locations while all the time maintaining effective and strong communication with all applicable parties. My goal would be to optimize funding, prioritize critical community needs and ensure long term financial and operational sustainability.

Question applies to Capital Improvements Advisory Committee

**Please describe your experience in real estate, development, construction, engineering, or related industry, and explain how that experience would help you evaluate capital improvement plans and impact fee policies objectively and in the best interest of the community.**

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My specialized project management capabilities have facilitated a successful completion of more than 500 projects and experience encompasses a wide and broad scope including hotel/hospitality, design build, new construction both in commercial and retail construction, restaurants, implemented contracts with NJPA, TPCN, AEPA, IDIQ and MATOC in 22 states providing growth strategies, relationship development with A/E firms, cost implementation and focusing on design build methods and custom solutions in all market segments. I believe in the best interest of Seabrook community is a strong guiding principle in civic planning, law and governance. Balancing the needs of the community is important and by prioritizing public safety, health, and shared resources will benefit the overall needs of the community.

[JG\\_JOHNSON\\_Bio\\_-\\_HS\\_Development.pdf](#)

Upload a Resume

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

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Past President of CLEMC ( 2015-2017 ) Past Board member of Greater Harris County 911-2015-2019 Mayor Pro Tem - City of Seabrook - 2013- 2016 Council member - City of Seabrook - 2011- 2016 Commissioned Honorary Admiral Texas Navy by Governor Abbott - August 2017 Eagle Scout - 1967

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

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☒ I Agree

## Application Form

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### Information

#### Which Boards would you like to apply for?

Capital Improvements Advisory Committee: Submitted

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### Profile

Jonathan

First Name

P

Middle  
Initial

Byers, Jr.

Last Name

Home Address

Suite or Apt

City

State

Postal Code

Email Address

Primary Phone

Independent Agent

Employer

Commercial Realtor

Job Title

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### 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?**

2 years 3 months

**Are you registered to vote in the City of Seabrook?**

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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## **Experience**

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

☐ Yes ☒ No

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

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

**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 Capital Improvements Advisory Committee

**Please describe your interest in serving on the Capital Improvements Advisory Committee and explain what experience, education, or professional background you believe would help you contribute to the committee's work.**

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While I was running for city council the city manager showed me all of the shelved capital improvement projects that had been shelved for any number of reasons. I would love to get a chance to walk council through them and any other potential new improvements that we may be able to look at. I am a commercial realtor, and have a good understanding of our city and the Clear Lake area.

Question applies to Capital Improvements Advisory Committee

**In your view, what are the most important infrastructure challenges and opportunities facing Seabrook as the community grows, and how should those be addressed?**

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Districts, what they are, where they are, and how to properly attract the right types of business to them. Our industrial district is completely under utilized, and I do not know that any CIPs could be done to help that. The Old Down Town district is in desperate need of more parking and better streets, and drainage.

Question applies to Capital Improvements Advisory Committee

**The committee reviews plans and policies that help ensure new development contributes its fair share toward public infrastructure costs. How would you approach balancing the needs of existing residents, new development, and long-term community investment?**

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I think it is important to listen to all sides. I truly believe that there is no bad opinion, but I think that sometimes people hear one thing and do not realize that there are multiple ways to solve the problem. Example: No more warehouses... horrible idea, the land is sitting vacant and not making the city any money. Why "No More Warehouses?" Because the residents are tired of seeing trucks in their neighborhoods, they are tired of traffic. There are more ways to combat traffic and truckers looking for back roads than just stopping warehouses from being built.

Question applies to Capital Improvements Advisory Committee

**Describe a situation where you worked with individuals who had differing opinions to reach a recommendation or decision. What was your approach, and what was the outcome?**

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Every day, it is my job to guide my clients to make sound decisions. At the end of the day, they are the ones spending the money, but more often than not, once they are open to listening to reason, they are far more likely to lean away from what they "want" versus what they "need."

Question applies to Capital Improvements Advisory Committee

**What perspective or expertise would you bring to the committee, and what goals would you hope to accomplish during your term of service?**

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If it don't make dollars, it don't make sense! I would love to be a part of this city's growth, personally I would love to see old down town thrive. I would love to see city center filled, I would love to see no more vacant water front spaces.

Question applies to Capital Improvements Advisory Committee

**Please describe your experience in real estate, development, construction, engineering, or related industry, and explain how that experience would help you evaluate capital improvement plans and impact fee policies objectively and in the best interest of the community.**

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Prior to becoming a real estate agent, I worked in Logistics for nearly 18 years. I have a unique perspective from that aspect. I lived in operations, so I have 30,000 ft view, but also have the ability to focus on the details of a contract. I can manage not just other peoples expectations, but am open minded enough to manage my own as well.

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

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☒ I Agree

Application Form

Information

Which Boards would you like to apply for?

Capital Improvements Advisory Committee: Submitted

Profile

Josh N Perrella  
First Name Middle Initial Last Name

Home Address  
City State Postal Code

Mailing Address

Email Address  
Primary Phone

BJIO Solutions Partner  
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?

12 years



**Are you registered to vote in the City of Seabrook?**

☒ Yes ☐ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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## **Experience**

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

☐ Yes ☒ No

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

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

**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**

University o Houston Board of technology TCU Board of Information and Technology

**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 Capital Improvements Advisory Committee

**Please describe your interest in serving on the Capital Improvements Advisory Committee and explain what experience, education, or professional background you believe would help you contribute to the committee's work.**

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I have been wanting to give back to our city for years but just didn't have the time. I finally do and I think we need some major focus on business development and I believe my experience and work history, partnerships and relationships can aid in that.

**In your view, what are the most important infrastructure challenges and opportunities facing Seabrook as the community grows, and how should those be addressed?**

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As Seabrook continues to grow, I believe the community faces several important infrastructure challenges and opportunities that should be addressed through thoughtful planning and a clear long-term vision. First, FEMA compliance and resiliency planning will continue to be critical. As a waterfront community, we must ensure that infrastructure investments protect residents, businesses, and property values. At the same time, it is important to clearly distinguish between regulatory requirements and recommendations so that resources are allocated efficiently and property owners are not unnecessarily burdened. Second, permitting and development processes should be continuously improved. Predictable and efficient permitting encourages investment while reducing costs for residents and businesses. My own experience with local permitting highlighted opportunities to streamline processes and improve communication. The City's ongoing efforts to modernize software and provide additional support to staff are positive steps that can help reduce delays and improve customer service. Third, Seabrook should focus on strengthening relationships throughout the region. Partnerships with philanthropic organizations, major investors, business leaders, and regional stakeholders can help attract investment and unlock opportunities that may not otherwise be available. Building these relationships is essential to securing resources that benefit the community over the long term. Perhaps the greatest opportunity for Seabrook is establishing a stronger and more distinctive identity. One of our most valuable assets is our natural environment, including the bay, wildlife habitats, birding opportunities, fishing, boating, and outdoor recreation. These resources make Seabrook unique within the Houston region. I believe we have an opportunity to position ourselves as a leading eco-tourism destination in Texas by protecting and enhancing these assets while creating economic opportunities around them. By embracing eco-tourism and nature-based recreation, Seabrook can attract visitors who value conservation, support local businesses, and contribute to the local economy. This approach allows us to generate revenue from assets we already possess while preserving the qualities that residents love most about the community. In addition, I believe development regulations and building codes should be periodically reviewed to ensure they support responsible growth rather than unintentionally creating barriers for small businesses and local entrepreneurs. Strong standards are important, but they should also encourage investment, innovation, and redevelopment where appropriate. Finally, I believe continued investment in Old Seabrook should remain a priority. It represents the historic and cultural heart of the community and has tremendous potential as a destination for both residents and visitors. With a population of approximately 13,000 residents, Seabrook cannot rely solely on local spending to sustain long-term economic growth. Attracting visitors and regional investment is essential to supporting local businesses, strengthening the tax base, and creating a vibrant waterfront community. Overall, my approach would be to focus on infrastructure investments that improve resiliency, streamline growth, strengthen regional partnerships, support local businesses, and build upon Seabrook's unique natural assets to create a sustainable and prosperous future.

**The committee reviews plans and policies that help ensure new development contributes its fair share toward public infrastructure costs. How would you approach balancing the needs of existing residents, new development, and long-term community investment?**

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I believe the first step in balancing the needs of existing residents, new development, and long-term community investment is establishing a clear vision for what the community wants to become. Before discussing impact fees, infrastructure projects, or growth strategies, it is important to identify the community's strengths, priorities, and long-term goals. My approach would be to ensure that new development contributes fairly to the infrastructure required to support growth while also maintaining a business environment that attracts quality investment. Communities are most successful when they build upon their unique advantages rather than focusing solely on their challenges. By creating a clear identity and direction, we can attract developers, businesses, and residents who align with the community's vision. From my experience in development, commercial lending, and business consulting, I understand that capital flows toward communities with strong fundamentals, predictable policies, and a clear plan for growth. Lenders and investors are more willing to support projects in areas where infrastructure planning, economic development goals, and regulatory expectations are well-defined. I would seek to balance the interests of existing residents by protecting quality of life and ensuring that growth does not unfairly burden current taxpayers. At the same time, I would support policies that encourage responsible development and investment that expands the tax base, creates jobs, and strengthens the local economy. The ultimate goal should be sustainable growth that pays for itself, supports necessary infrastructure improvements, and enhances the community for both current and future residents.

**Describe a situation where you worked with individuals who had differing opinions to reach a recommendation or decision. What was your approach, and what was the outcome?**

---

Throughout my career in commercial banking and lending, working through differing opinions to reach a mutually beneficial outcome has been a fundamental part of my job. I believe the most effective way to resolve disagreements is to clearly communicate your position, actively listen to the concerns of others, and remain willing to find reasonable compromises based on facts and objective information. In my experience, influence is not built simply because you believe you are right—it is built when others understand and believe in the reasoning behind your position. Trust is the foundation of every successful business relationship, and throughout my career I have helped facilitate millions of dollars in financing by building trust between lenders, borrowers, investors, and business owners. While this process occurs on nearly every lending transaction I handle, one example involved a company seeking financing for expansion. The lender initially required not only the standard down payment but also additional collateral from the borrower. The borrower believed the request was unnecessary, while the bank viewed it as a risk management measure. My approach was to carefully review the underwriting criteria and facilitate a discussion based on the lender's own policies and risk standards. After evaluating the company's cash flow and financial strength, I demonstrated that the transaction met the lender's underwriting requirements without the need for additional collateral. By focusing on objective facts rather than opinions, both parties were able to better understand the situation. As a result, the lender agreed to remove the collateral requirement, the borrower obtained the financing needed for expansion, and the transaction closed successfully. The outcome benefited both parties while maintaining the lender's risk standards. Experiences like this have reinforced my belief that many disagreements are not rooted in bad intentions, but rather in differing information, assumptions, or perspectives. My approach is always to identify the underlying facts, encourage open communication, and work toward solutions that serve the best interests of all stakeholders involved.

**What perspective or expertise would you bring to the committee, and what goals would you hope to accomplish during your term of service?**

---

I would bring a combination of real-world development experience, executive leadership, financial expertise, and business growth strategy to the committee. Over the past 20 years, I have held senior leadership positions in manufacturing, commercial banking, business lending, and business development. Throughout my career, I have worked with companies ranging from small businesses to large-scale organizations, helping them navigate expansion, capital planning, operational challenges, and long-term growth strategies. My experience includes involvement with residential and commercial development projects exceeding \$350 million in value, providing me with an understanding of the financial, infrastructure, and economic considerations that drive responsible growth. I have also advised business owners and investors on expansion planning, cash flow management, capital raises, and financing strategies, giving me insight into how public policy and infrastructure decisions can impact both economic development and private investment. Additionally, I have developed strong relationships with business leaders, investors, lenders, and high-net-worth individuals throughout my career. I believe these relationship-building skills can help foster collaboration between stakeholders, encourage investment, and support initiatives that benefit the community as a whole. During my term of service, I would hope to contribute to thoughtful, data-driven decision-making that balances responsible growth with fiscal stewardship. My goal would be to help ensure that infrastructure investments and policy decisions support long-term economic development, protect taxpayers, attract quality investment, and enhance the overall quality of life for residents. I would also seek opportunities to strengthen partnerships between the public and private sectors to help position the community for sustainable future growth.

**Please describe your experience in real estate, development, construction, engineering, or related industry, and explain how that experience would help you evaluate capital improvement plans and impact fee policies objectively and in the best interest of the community.**

---

I bring a unique and well-rounded perspective to evaluating capital improvement plans and impact fee policies because I have worked within the development industry from multiple viewpoints throughout my career. Early in my career, I worked as a Project Manager for a large residential homebuilder, where I gained firsthand experience with site development, construction timelines, infrastructure requirements, permitting processes, and the challenges associated with bringing new residential communities to market. This experience provided a practical understanding of how roads, utilities, drainage systems, and public infrastructure directly impact project feasibility and community growth. In addition to my construction and development experience, I have spent much of my career in commercial banking, business lending, and capital advisory services. As a commercial lender and consultant, I have evaluated and structured financing for a wide range of projects, including commercial real estate developments, business expansions, construction projects, and infrastructure-related investments. This experience has provided me with a strong understanding of financial feasibility, risk assessment, capital planning, and the economic factors that influence development decisions. As a business owner and consultant, I have also worked directly with developers, contractors, municipalities, investors, and business owners to navigate growth opportunities while balancing financial responsibility and long-term sustainability. This has given me insight into how policy decisions affect not only developers and property owners, but also taxpayers, local businesses, and residents. Because I have worked from the perspectives of construction, development, lending, and business ownership, I understand why projects are built, how they are financed, where growth occurs, and the infrastructure investments necessary to support that growth. This broad experience allows me to evaluate capital improvement plans and impact fee policies objectively, considering both the need for responsible infrastructure investment and the importance of maintaining economic competitiveness for the community. My approach would be data-driven, fiscally responsible, and focused on achieving long-term benefits for residents while ensuring that growth pays for growth in a fair and equitable manner. I believe effective policy decisions require balancing infrastructure needs, economic development opportunities, taxpayer interests, and the overall quality of life within the community.

[resume\\_2026.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.**

---

In addition to my professional experience in development, commercial lending, manufacturing, and business consulting, I believe community service and character are equally important qualifications for public service. For more than 20 years, I have participated in Big Brothers Big Sisters, mentoring a young man from childhood through adulthood. Today, he is married, a homeowner, a father, and has built a stable and successful life. That long-term commitment has reinforced the importance of investing in people, building relationships, and thinking beyond short-term outcomes. As a Seabrook resident, business owner, and community advocate, I care deeply about the future of our city. I bring a combination of private-sector experience, financial expertise, development knowledge, and a genuine desire to help Seabrook grow in a way that protects its character, strengthens its economy, and improves the quality of life for current and future residents.

**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?

Capital Improvements Advisory Committee: Submitted

Profile

Rob Hefner  
First Name Last Name

Home Address  
City State Postal Code

Mailing Address

Email Address

Primary Phone

self Owner/CEO Old Glory Construction  
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?

12 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. \***

- ☒ Board of Adjustment / Building Standards Commission
- ☒ Charter Review Commission
- ☒ Planning & Zoning Commission

**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 Capital Improvements Advisory Committee

**Please describe your interest in serving on the Capital Improvements Advisory Committee and explain what experience, education, or professional background you believe would help you contribute to the committee's work.**

---

I would like to get back involved with the city. As a GC living in Seabrook, I deal with fees/etc on a regular basis, not just but here in the surrounding area. With experience both on council developing CIP programs and on the other side, dealing with the effects of those programs, I believe I can bring a positive contribution to this committee.

Question applies to Capital Improvements Advisory Committee

**In your view, what are the most important infrastructure challenges and opportunities facing Seabrook as the community grows, and how should those be addressed?**

---

Drainage and storm prep, and not just because its raining right now. Disaster preparedness has to be #1 priority, followed by water. Buying it from Pasadena is not a good thing. The city has been suitably aggressive in maintaining roads and underground infrastructure such as sewer/water lines in the area, and this cannot fall off the radar. As technology progresses internet access will become a greater and greater issue; this is looking 5-7 years ahead, but something we need to be cognizant of today.

Question applies to Capital Improvements Advisory Committee

**The committee reviews plans and policies that help ensure new development contributes its fair share toward public infrastructure costs. How would you approach balancing the needs of existing residents, new development, and long-term community investment?**

---

Balance is the right word. It's easy to default to higher fees but that drives off developers. On the opposite side, lower fees leave the city strapped for cash on things that matter. There is not an easy answer here, which is why this committee is appealing to me.

Question applies to Capital Improvements Advisory Committee

**Describe a situation where you worked with individuals who had differing opinions to reach a recommendation or decision. What was your approach, and what was the outcome?**

---

When on council dealing with the Red Oak electric relay issue. First thing is to keep your damn mouth closed and listen. Hear what others have to say. Once you have their side of the story, by completely honest, no sugar coating, tell it like it is. When the Red Oak folks asked me about fighting the electric company, I told them the city would likely support that fight and would certainly fail. The best option was to fight for amenities, not try to stop it. That's not what happened, and the city, including red oak residents, lost out.

Question applies to Capital Improvements Advisory Committee

**What perspective or expertise would you bring to the committee, and what goals would you hope to accomplish during your term of service?**

---

Perspective: Listen to everything, develop a plan and execute. Ignore the noise. Expertise: experience with CIP, city budget, and paying those fees Goals: to help develop at least a 5 year plan for infrastructure, along with a way to fund it that doesnt inhibit commercial activity or degrade our residents needed infrastructure. It's all about the balance.

Question applies to Capital Improvements Advisory Committee

**Please describe your experience in real estate, development, construction, engineering, or related industry, and explain how that experience would help you evaluate capital improvement plans and impact fee policies objectively and in the best interest of the community.**

---

I have worked in new construction in this area for a total of around 16 years, have owned and operated Old Glory Construction for 3.5 years. My company is looking at moving into more of the commercial construction market (not as a primary revenue stream, just recognizing how much of it we already do). Old Glory is successful outside of Seabrook, so I can look at our city without considering how fees and CIP will impact me directly. Anything with the city is about our residents, not us.

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

---

I don't have a current resume. I should include a picture since you may have forgotten me; I've ghosted the city since stepping off council.

**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?

Capital Improvements Advisory Committee: Submitted

Profile

Wayne Rutledge  
First Name Last Name

Home Address  
City State Postal Code

Mailing Address

Email Address

RUTLEDGE COMMERCIAL REAL ESTATE BROKER/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?

2 years

Are you registered to vote in the City of Seabrook?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

---

## **Experience**

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

☐ Yes ☒ No

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

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

**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 Area Houston Economic Partnership (BAHEP), Bay Area Commercial Real Estate Network (BACREN)

**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 Capital Improvements Advisory Committee

**Please describe your interest in serving on the Capital Improvements Advisory Committee and explain what experience, education, or professional background you believe would help you contribute to the committee's work.**

---

I have been a Commercial Real Estate Broker going on 20 years. I'm a Clear Lake High School, San Jacinto College and University of Houston/Clear Lake graduate. I have lived within the City of Seabrook city limits several times during my lifetime. Clear Lake Forest before the City of Pasadena annexation. El Jardin, also before the City of Pasadena annexation. Allegro Dr. off Red Bluff Rd. and now 1709 Dolphin Dr.

Question applies to Capital Improvements Advisory Committee

**In your view, what are the most important infrastructure challenges and opportunities facing Seabrook as the community grows, and how should those be addressed?**

---

Bringing back more businesses, sit-down restaurants, QSR's and commerce to Seabrook, while making sure traffic, city water capacity, police security can keep up with this growth.

Question applies to Capital Improvements Advisory Committee

**The committee reviews plans and policies that help ensure new development contributes its fair share toward public infrastructure costs. How would you approach balancing the needs of existing residents, new development, and long-term community investment?**

---

Listening to the public and making informed decisions when presented to the Committee.

Question applies to Capital Improvements Advisory Committee

**Describe a situation where you worked with individuals who had differing opinions to reach a recommendation or decision. What was your approach, and what was the outcome?**

---

Also, listening to the individual's differing opinions and possibly compromising on a recommendation.

Question applies to Capital Improvements Advisory Committee

**What perspective or expertise would you bring to the committee, and what goals would you hope to accomplish during your term of service?**

---

20 years in the banking industry (auto finance) and now 20 years in the real estate industry. Both involve negotiation strategies.

Question applies to Capital Improvements Advisory Committee

**Please describe your experience in real estate, development, construction, engineering, or related industry, and explain how that experience would help you evaluate capital improvement plans and impact fee policies objectively and in the best interest of the community.**

---

Please review my attached Resume.

[WAYNE\\_RUTLEDGE\\_RESUME\\_-\\_06-17-2026.docx](#)

Upload a Resume

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

---

☒ I Agree

Application Form

Information

Which Boards would you like to apply for?

Capital Improvements Advisory Committee: Submitted

Profile

Walter (buddy) A Hammann  
First Name Middle Initial Last Name

Home Address  
City State Postal Code

Mailing Address

Email Address  
Primary Phone

Self Employed Consultant  
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?

39 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. \***

- ☒ Ethics Review Commission
- ☒ Planning & Zoning Commission
- ☒ Seabrook Economic Development Corporation

**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 Capital Improvements Advisory Committee

**Please describe your interest in serving on the Capital Improvements Advisory Committee and explain what experience, education, or professional background you believe would help you contribute to the committee's work.**

---

In addition to being a home owning resident of Seabrook for 39 years, I have been involved in various capacities with the City for over 25 years. My tenure of experience has provided me in depth insight and institutional knowledge into the challenges facing the City from developers in granting or denying requests for relief from impact fees.

Question applies to Capital Improvements Advisory Committee

**In your view, what are the most important infrastructure challenges and opportunities facing Seabrook as the community grows, and how should those be addressed?**

---

The challenge has been and is in effectively identifying the additional requirements (roads, utilities, drainage, security- police, fire, etc) that will be placed upon the City as the remaining vacant land and/or existing occupied land is developed/redeveloped and determining who will bear the expense. Equally important is assessing the potential financial/physical impact upon the adjoining property and/or the City as a whole. The opportunities will rest in influencing what and where new developments/redevelopments are built that will enhance the quality of life and financial strength for Seabrook.

Question applies to Capital Improvements Advisory Committee

**The committee reviews plans and policies that help ensure new development contributes its fair share toward public infrastructure costs. How would you approach balancing the needs of existing residents, new development, and long-term community investment?**

---

The majority, if not all, of the costs and associated encumbrances (fire, police, public works, etc..) for new projects or improvements on existing venues should be borne by the venue, its users and those that benefit, directly or indirectly from the project/venue. However, consideration can be given to future benefit the City will receive from future ad valorem/sales taxes in assigning impact fees.

Question applies to Capital Improvements Advisory Committee

**Describe a situation where you worked with individuals who had differing opinions to reach a recommendation or decision. What was your approach, and what was the outcome?**

---

After Hurricane Beryl, Barge 295 became a focal point of division within our community. I initiated multiple one on one meetings with the owners of the Barge to learn what allowances the City could offer to assist the Barge in returning to normal operating conditions. I solely sponsored two six month and cosponsored one three-month extension waivers to our building codes to accommodate their recovery needs. I was also responsible for the creation (and subsequently Chaired) a committee of residents and business owners charged with design and purpose of Bayside Park

Question applies to Capital Improvements Advisory Committee

**What perspective or expertise would you bring to the committee, and what goals would you hope to accomplish during your term of service?**

---

My years of service with the city gives me an in-depth knowledge of the confines in which the City operates, including its finances. I believe it would be of benefit to develop a comprehensive list of infrastructure requirements related to City provided services- (Public Works – water, waste water, streets, Fire, Police and First Responders, etc.,) that will be required of the City/Citizens at full buildout.

Question applies to Capital Improvements Advisory Committee

**Please describe your experience in real estate, development, construction, engineering, or related industry, and explain how that experience would help you evaluate capital improvement plans and impact fee policies objectively and in the best interest of the community.**

---

During my ten-year tenure on Seabrook Planning and Zoning I experienced a steady stream of developers that came before our commission with their projects along with requests for exceptions from our zoning ordinances and impact fees, each of which required detailed analysis in terms of cost/benefit and liability. Additionally I experienced direct interface with the developers of Baywood, Lake Mija, Mystic Village, Sea Ridge, Seabrook Island and Lake Point Forest, which provided me with the opportunity to learn firsthand the challenges each faced during the construction of their respective projects along with the immediate and future impact upon City services. .. In the private sector I served on multiple due diligence committees in evaluating the operational feasibility and financial impact of acquisitions and divestments.

[Resume.pdf](#)

Upload a Resume

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

---

☒ I Agree



**Seabrook  
Presentation  
2025-2026**

## Our Mission

Bay Area Houston Ballet & Theatre's mission is to inspire cultural appreciation through the performing arts.

## Our Commitments

Bay Area Houston Ballet & Theatre's commitments are to nurture the region's aspiring performers to their full potential and to expand our diverse communities' awareness of the performing arts through our exhilarating performances, educational programs, collaborative projects and interactive experiences.



"50 years of Grace, Passion,  
and Performance"

BAY AREA HOUSTON BALLET & THEATRE  
NELSON MADRIGAL | ARTISTIC DIRECTOR



ARTISTIC PIXELS

### *Tutu Run*

June 14, 2025  
David Bruan Park, Nassau Bay

### *Kick Off*

September 5, 2025 - UHCL

### *Swan Lake*

October 10-12, 2025 - UHCL

### *Sugar Plum Gala*

November 22, 2025  
South Shore Harbour Resort

### *The Nutcracker*

December 5-21, 2025 - UHCL

### *Our 50<sup>th</sup> Celebration*

January 31, 2026 - Lone Star Flight Museum

### *Our Golden Hour*

THE BEST OF BAHBT MIXED REPERTOIRE  
Lynette Mason Gregg Black Box

### *Oklahoma!*

April 24-26/May 1-3, 2026 - UHCL

# Over 50<sup>η</sup> Σεασον

Productions

*Swan Lake,*

*The Nutcracker,*

*Our Golden Hour-The Best of BAHBT*

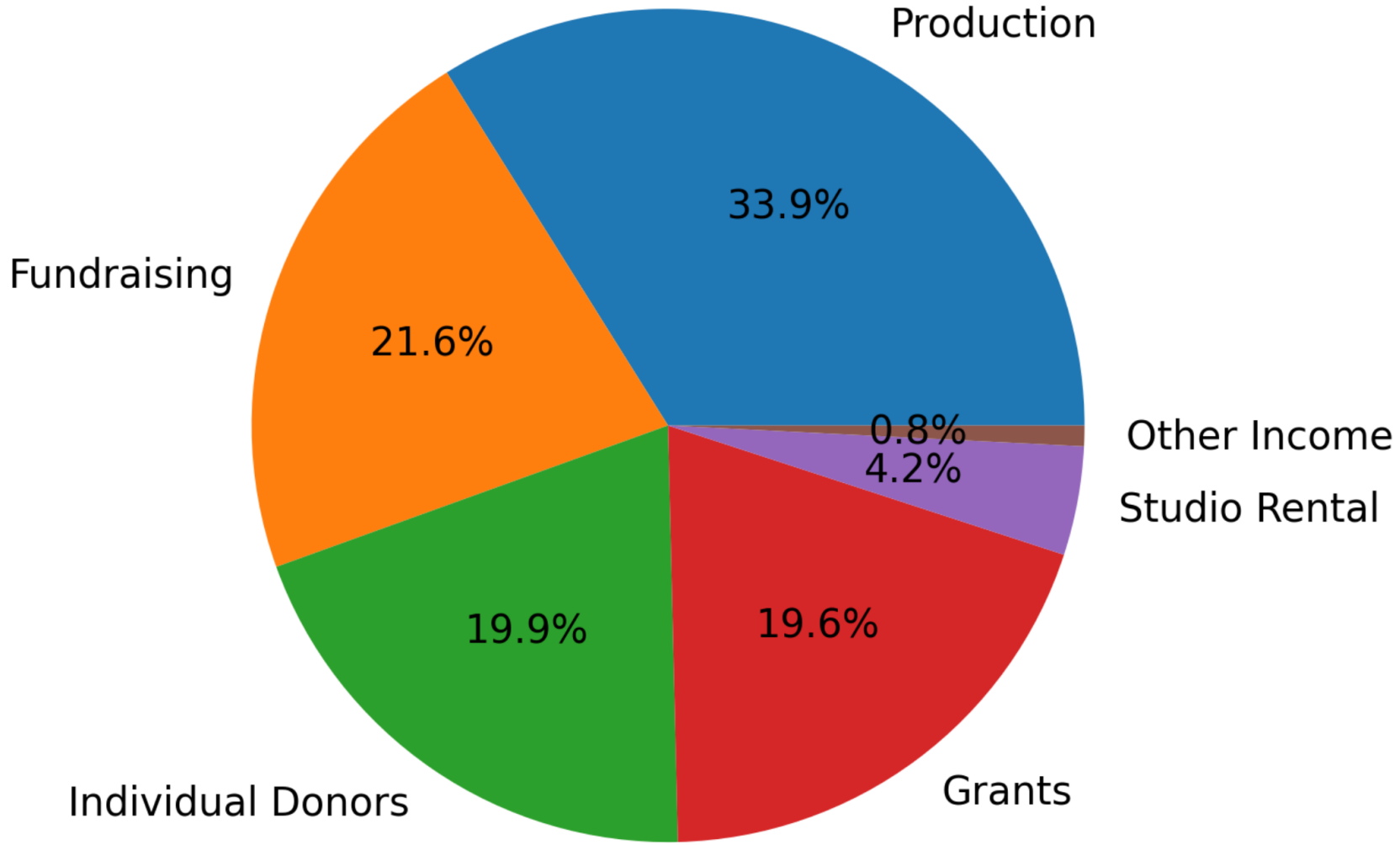
*Oklahoma!*

37 Full Stage Productions

32 Community Appearances

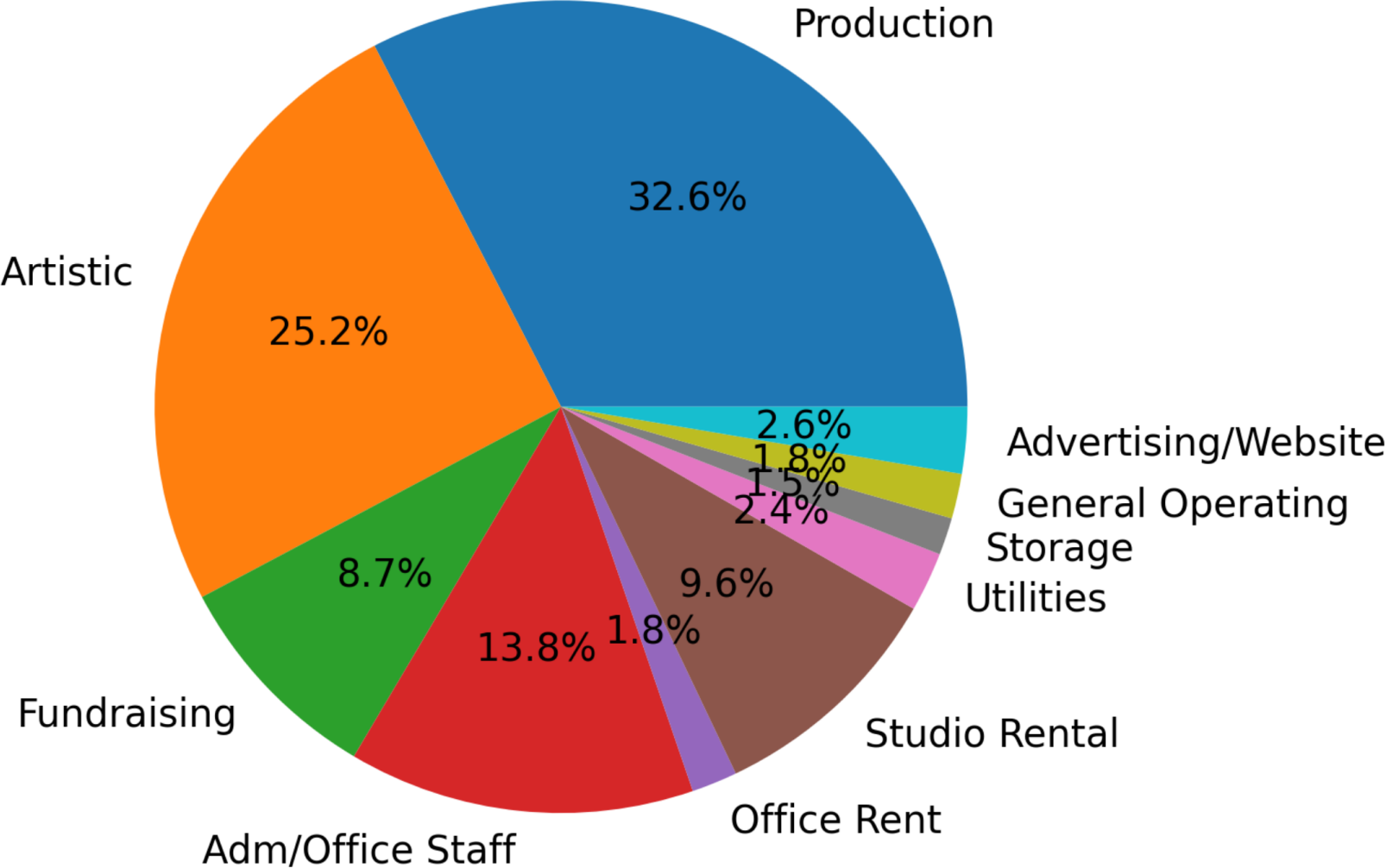
18,000+ Audience Attendance

# BAHBT Income 2026





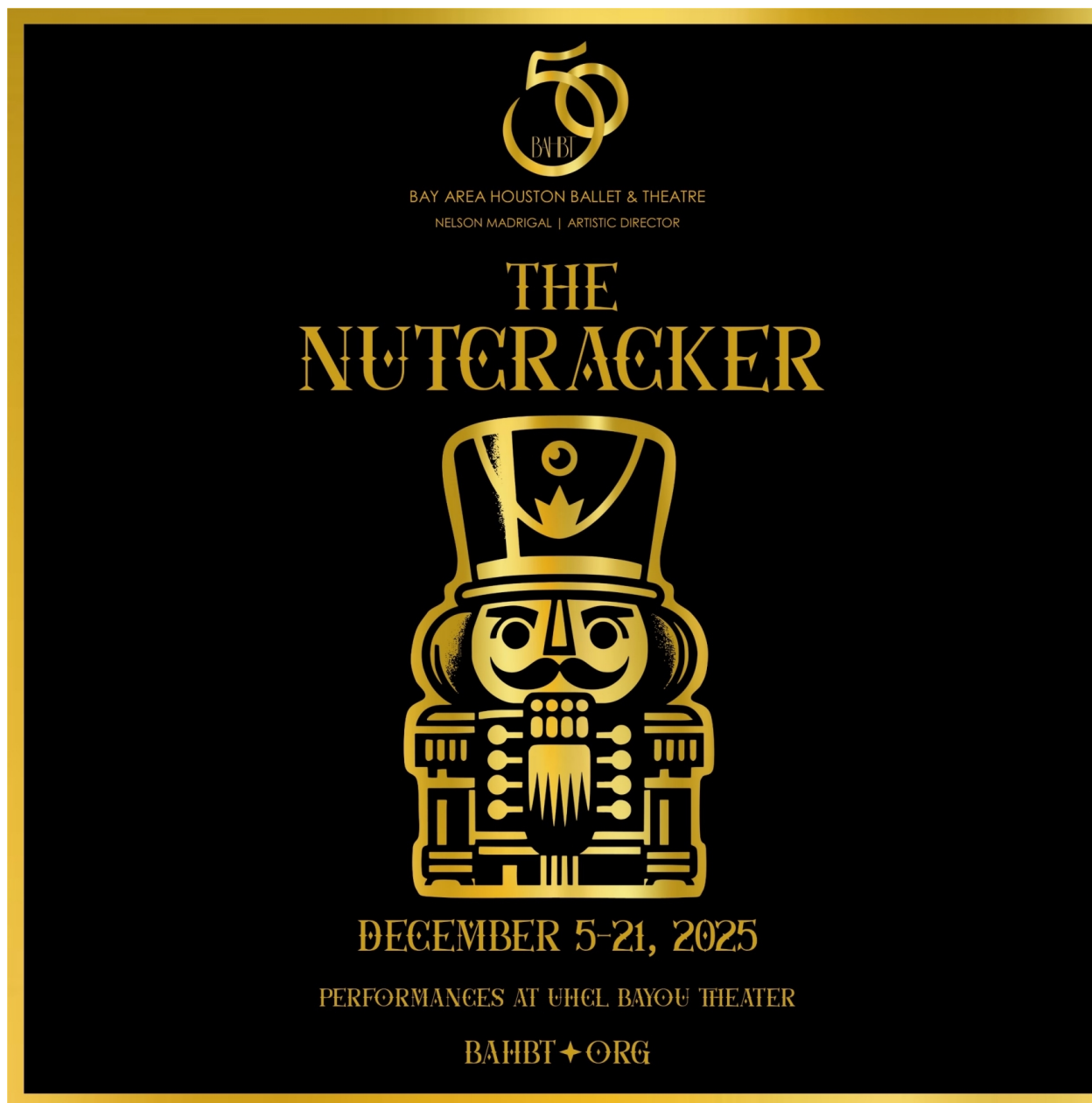
BAHBT Expenses 2026





Four  
Performances

1877 Tickets  
sold



## 22 Performances

6 shows for Students to  
attend at the theatre

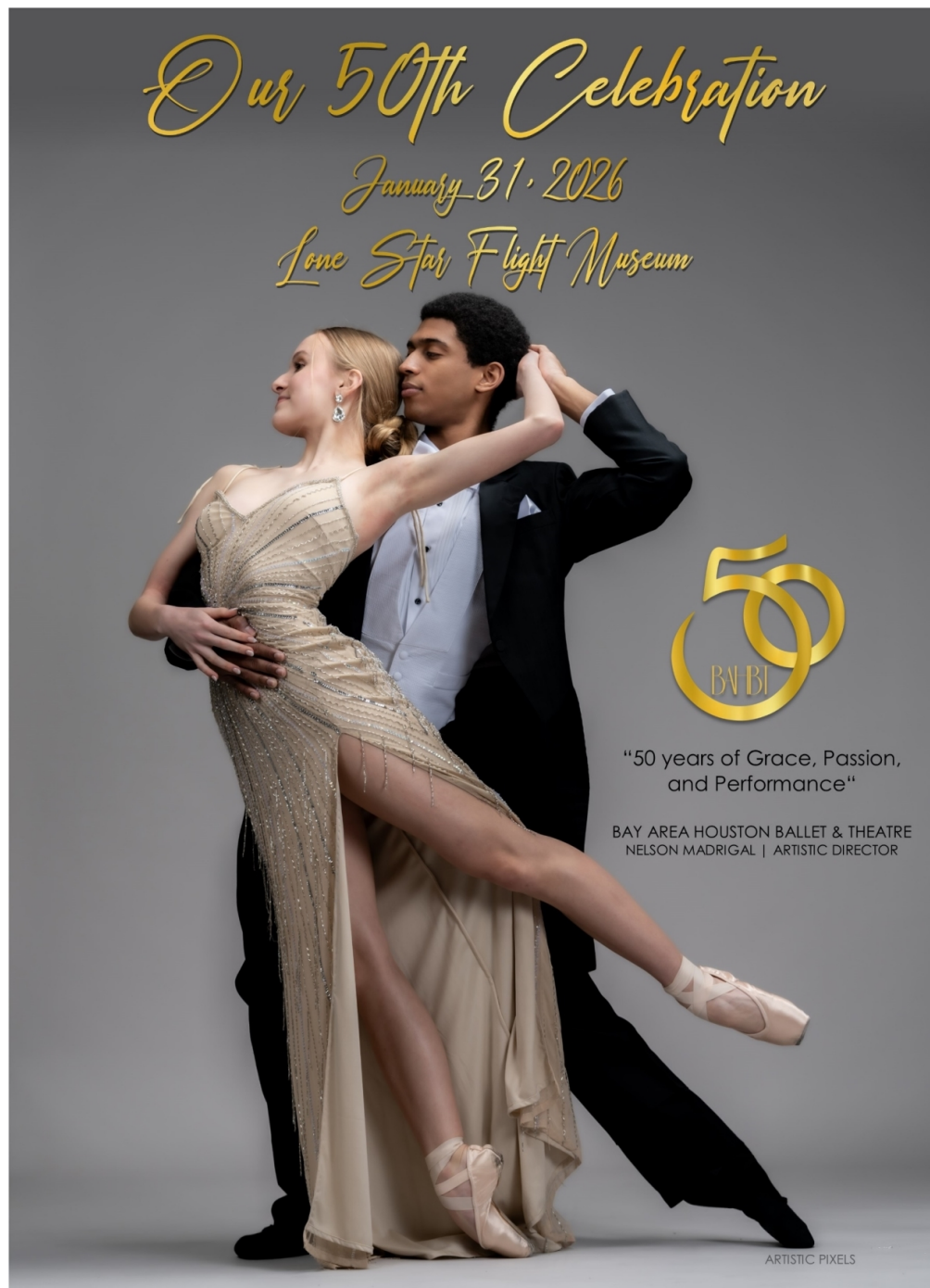
*2,982 attended*

*(\*1,760 of those were Title  
One Schools)*

14 Public Shows

*5,788 attended*

Total – 8,770



# Our 50<sup>th</sup> Gala Celebration

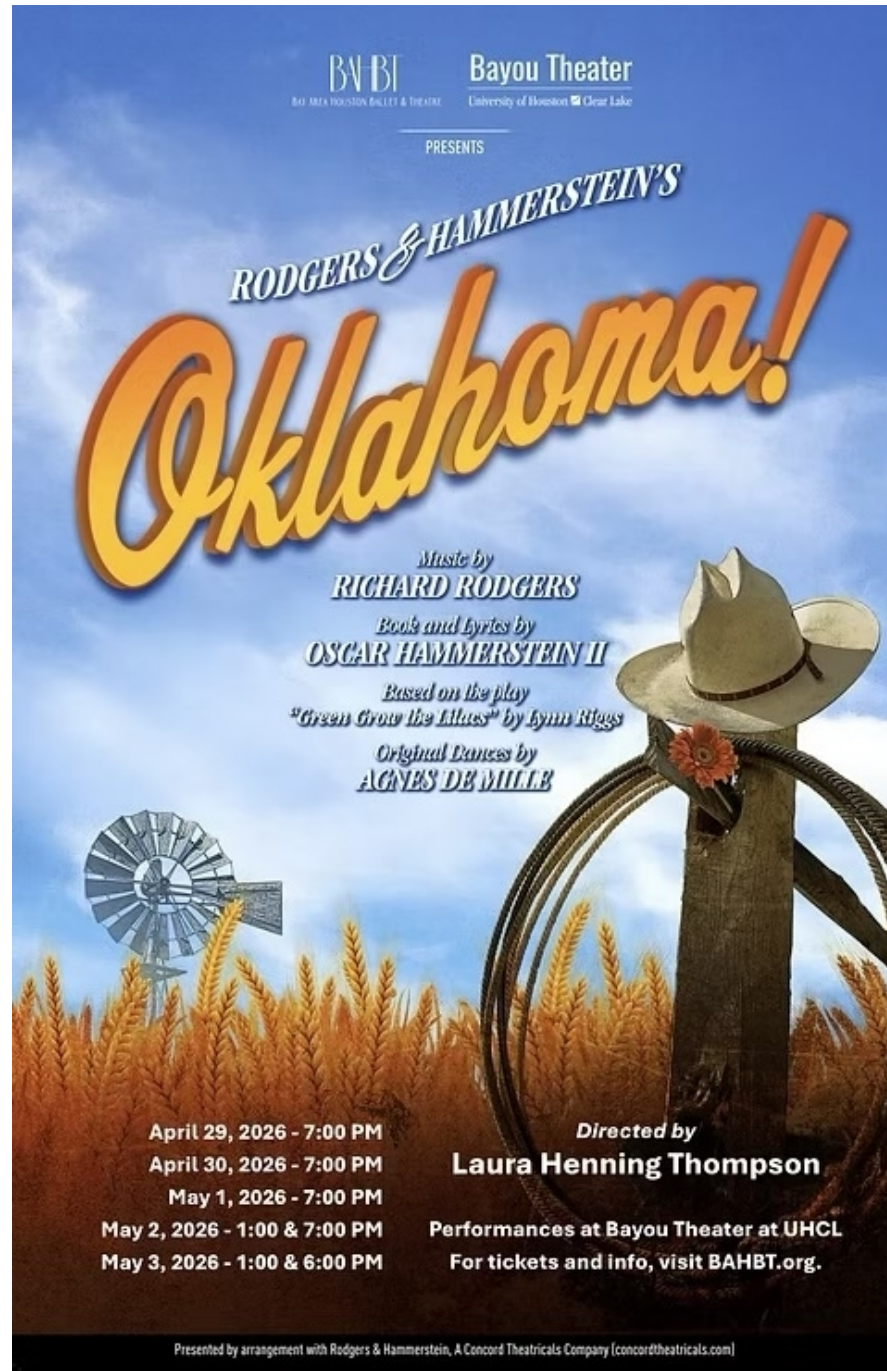
413 attendees



# Four Performances

267 Tickets sold





# Oklahoma! Eight Performances

3329 Tickets sold



Outreach  
32 public appearances  
Ballet in the Schools program





# The City of Seabrook



Fashion Shows



Chamber meetings





Celebration Seabrook



Photo shoots at Maas Nursery





Seabrook  
Restaurants  
Participation in  
our 50<sup>th</sup> Birthday  
to the arts



After Party for Musical at  
Lakewood





Our Company Banquet at  
Lakewood



# Anniversary Celebration at Evelyn Meador Library







The City Of Seabrook

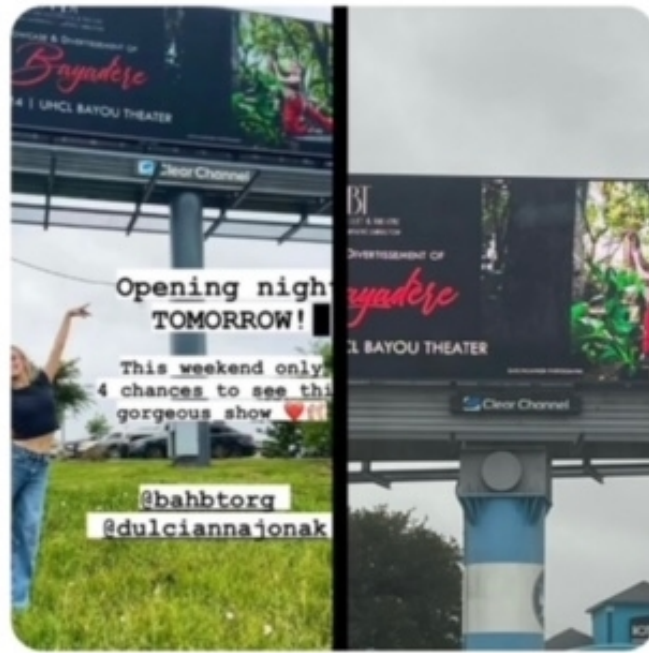




## Education for the Arts Nutcracker production Ballet in the Schools







Advertising  
Billboards – 5 per year (one month each)

Standing billboard on Hwy 3  
Five digital billboards around town

# Bay Area Magazine The Stroll Half page for each production





# Social Media Statistics

|                                                          |           |        |              |             |         |               |
|----------------------------------------------------------|-----------|--------|--------------|-------------|---------|---------------|
| Social Media Stats for Bay Area Houston Ballet & Theatre |           |        |              |             |         |               |
| December 1, 2025 - May 1, 2026                           |           |        |              |             |         |               |
|                                                          |           |        |              |             |         |               |
|                                                          |           |        |              |             |         |               |
|                                                          | Followers | Views  | Interactions | Impressions | Likes   | Posts to date |
| FACEBOOK                                                 | 3,613     | 49K    | 847          |             | 28,436  | 3003          |
| INSTAGRAM POSTS                                          | 3,661     | 326.7K | 9.3K         | 182,130     | 224,681 | 2,751         |
| YOUTUBE                                                  | 263       | 46,578 |              |             |         | 24            |
| TIK TOK                                                  | 72        | 2,003  |              |             | 93      | 7             |
|                                                          |           |        |              |             |         |               |



BAHBT

BAY AREA HOUSTON BALLET & THEATRE

NELSON MADRIGAL | ARTISTIC DIRECTOR

HOME

PERFORMANCES

AUDITIONS

ABOUT

SUPPORT

GALLERY

PLAN YOUR STAY

---





BAY AREA HOUSTON BALLET & THEATRE  
NELSON MADRIGAL | ARTISTIC DIRECTOR

HOME

PERFORMANCES

AUDITIONS

ABOUT

SUPPORT

GALLERY

CONTACT

## Seabrook

### Hampton Inn Houston NASA Johnson Space Center

3000 Nasa Road One | Seabrook, Texas 77586

281.532.9200

[Book Now](#)

### Melrose @ Seabrook, BW Signature Collection

2901 E Nasa Parkway | Seabrook, Texas 77586

281.326.3301

[Book Now](#)

### Quality Inn & Suites Seabrook

2720 Nasa Parkway | Seabrook, Texas 77586

281.326.7200

[Book Now](#)

### SpringHill Suites by Marriott Houston NASA/Seabrook

2120 NASA Parkway | Seabrook, Texas 77586



## 2025-2026 Results

\* specific from Seabrook Area

32% of surveys were returned (5,216)

Which best describes your age group?

1,868- Under 18    1593-18-45    898- 45-65    857-over 65

Your gender please:

3,014- Female    2,202- Male

Your ethnicity please. (This is very important in our grant reporting)

67- African American

268- Asian or Asian American

2,988- White/Caucasian

1,774- Hispanic or Hispanic American

1- Native American

118- Multicultural or mixed race

Do you have a legal disability?

83- Yes    -No 5,133

\*Your ZIP code please:

77586 - 821

\*Did you travel more than 50 miles to attend? If so, did you stay at an area hotel? Which one?

Hampton Inn - 11    Quality Inn- 4    Spring Hill Suites – 9    Melrose @ Seabrook - 2

“As Clear Lake Area Chamber of Commerce President/CEO, I have worked with the with Bay Area Houston Ballet & Theatre for several years to help cultivate their vision to enhance cultural awareness though performing arts and develop aspiring performers. Bay Area Houston Ballet & Theatre represents a vital role in our community by providing professional, artistic productions to all ages for over 48 years.

The dancing is equivalent to many large ballet companies, and this is because of their incredible artistic staff that is well known in the ballet world. This performing arts experience will be unforgettable for those being exposed to the art of dance and specifically ballet for the first time as well as invaluable to their futures and our community.”

Cindy DeWease,  
President|CEO Clear Lake Area Chamber of Commerce





BAHBT has been an institution of the arts in our area for almost 50 years. Beautiful dancers and a staff of volunteers bring professional-level ballet and musical theater performances outside the loop!!

*Ken Ballard*





Ωε τηανκ ψου φορ ψουρ  
παρτνερσηιπ ανδ συμπορτ  
οφ τηε αρτσ.

BAHBT

BAY AREA HOUSTON BALLET & THEATRE  
NELSON MADRIGAL | ARTISTIC DIRECTOR

## 26/27 SEASON

DRACULA

OCTOBER 23-25, 2026

THE NUTCRACKER

DECEMBER 4-20, 2026

THE SLEEPING BEAUTY

APRIL 16-18, 2027



THE  
*L*EGACY  
*C*ONTINUES

BAHBT.ORG

**PUBLIC HEARING NOTICE  
SEABROOK CITY COUNCIL  
TUESDAY, JULY 7, 2026 – 6:00 P.M.**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF SEABROOK WILL HOLD A PUBLIC HEARING ON **TUESDAY, JULY 7, 2026, AT 6:00 P.M.** IN SEABROOK CITY HALL, 1700 FIRST STREET, SEABROOK, TEXAS, TO DISCUSS THE AGENDA ITEM LISTED BELOW.

THIS HEARING IS OPEN TO THE PUBLIC AND EVERYONE ATTENDING WILL HAVE THE OPPORTUNITY TO SPEAK FOR OR AGAINST THESE REQUESTS IN ACCORDANCE WITH THE PROCEDURES OF THE COUNCIL. ALL REQUIRED DOCUMENTS REGARDING THIS REQUEST ARE AVAILABLE FOR REVIEW AT CITY HALL IN THE COMMUNITY DEVELOPMENT DEPARTMENT WEEKDAYS FROM 8:00 A.M. TO 5:00 P.M. PLEASE CALL (281) 291-5705 IF YOU HAVE QUESTIONS.

**SPECIFIC PUBLIC HEARING**

**Conduct a public hearing to consider Ordinance No. 2026-07, amending the Code of Ordinances of the City of Seabrook, Texas, by revising Chapter 18, “Buildings and Building Regulations,” Division 6, “Plumbing,” through the creation of Section 18-339, titled “Temporary Portable Restroom Units.” The proposed amendment establishes regulations governing the permitting, placement, maintenance, and enforcement of temporary portable restroom units for construction sites, public events, residential uses, and certain permanent installations.**

**CERTIFICATE**

I certify that this notice was posted on the bulletin board at Seabrook City Hall on or before 5:00 p.m., Wednesday, June 10, 2026, and that it will remain posted until after completion of the hearing.

/s/ Ranya Botros, Administrative Assistant



[illegible]

**AN ORDINANCE OF THE CITY OF SEABROOK, TEXAS, AMENDING THE SEABROOK CITY CODE OF ORDINANCES BY REVISING CHAPTER 18, “BUILDINGS AND BUILDING REGULATIONS,” DIVISION 6, “PLUMBING,” OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK BY CREATING SECTION 18-339 TITLED “TEMPORARY PORTABLE RESTROOM UNITS”; PROVIDING REGULATIONS FOR PERMITTING, PLACEMENT, MAINTENANCE, AND ENFORCEMENT FOR CONSTRUCTION SITES, PUBLIC EVENTS, RESIDENTIAL USES, AND CERTAIN PERMANENT INSTALLATIONS; PROVIDING FOR A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Seabrook has conducted a public hearing, received input from staff and is of the opinion and has issued its final report that the amendments hereto are necessary for the public safety, health and welfare and for protection of the residents; and

**WHEREAS**, the City Council finds that it is of paramount interest to protect public health, safety, property, and the general welfare of the public by updating its building, as referenced hereafter; and

**WHEREAS**, the Planning and Zoning Commission recommended approval of this amendment at its meeting of May 21, 2026, and has made its final report; and

**WHEREAS**, all public notices have been posted, published and all required hearings on this matter have been held in accordance with the city's ordinance and law; now, therefore,

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

## SECTION 1. FINDING OF FACT.

That 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 OF ORDINANCE BY REVISING CHAPTER 18 “BUILDINGS AND BUILDING REGULATIONS”, DIVISION 6, “PLUMBING,” OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK BY CREATING SECTION 18-339 TITLED “TEMPORARY PORTABLE RESTROOM UNITS”; PROVIDING REGULATIONS FOR PERMITTING, PLACEMENT, MAINTENANCE, AND ENFORCEMENT FOR CONSTRUCTION SITES, PUBLIC EVENTS, RESIDENTIAL USES, AND CERTAIN PERMANENT INSTALLATIONS:**

**Sec. 18-339. Portable Restroom Units.**

**(a) Purpose and Authority.**

1. This section is adopted pursuant to the City’s police powers under the Texas Constitution and applicable state law to protect public health, safety, welfare, sanitation, environmental quality, and community standards.
2. The regulations contained herein are intended to establish uniform, objective standards governing the placement, use, servicing, and maintenance of portable restroom units within the City.
3. Nothing in this section shall be construed to authorize any use prohibited by the Zoning Ordinance or other applicable law.

**(b) Definitions.**

**For purposes of this section:**

1. Portable Toilet means a self-contained, non-plumbed, movable sanitation unit designed for single-user occupancy and not connected to a permanent wastewater system.
2. Trailer Restroom Unit means a sanitation facility constructed on or mounted to a trailer or mobile chassis for transport and temporary placement.
3. Long-Term Installation means a portable toilet or trailered restroom unit:  
(a) located on the same property for more than ninety (90) consecutive days; or  
(b) located on the same property for an aggregate of more than ninety (90) days within any twelve (12) month period.
4. Licensed Servicing Provider means an entity authorized under Texas law to transport and dispose of sewage and holding tank waste and registered with the City, if required.
5. Construction Site means property subject to an active, valid building, demolition, or infrastructure permit issued by the City.

- 86        6. Event means a temporary gathering reasonably expected to involve more than fifty  
87        (50) persons on private or public property.

88        (c) Permit Requirement.

- 89  
90        1. General Rule. No person shall place, install, maintain, or allow the placement of a  
91        portable toilet or trailered restroom unit within the City without first obtaining a  
92        portable restroom permit, unless expressly exempted.
- 93        2. Property Owner Responsibility. The property owner and the person placing the unit  
94        shall be jointly and severally responsible for compliance.
- 95        3. Exemptions. A permit is not required for:  
96        (a) Units located on an active construction site complying with subsection (f);  
97        (b) Units placed by the City or another governmental entity for governmental  
98        purposes;  
99        (c) Units deployed during a declared emergency or disaster response.
- 100       4. Application Requirements. An application shall include:  
101       (a) A scaled site plan showing location, setbacks, screening, and service access;  
102       (b) Duration of use;  
103       (c) Written property owner authorization, if applicant is not owner;  
104       (d) Identification of the licensed servicing provider.
- 105       5. Administrative Decision. The Building Official shall approve the permit if the  
106       application demonstrates compliance with this section and shall deny the permit if  
107       the application fails to meet objective requirements.
- 108       6. Duration. Temporary permits shall not exceed ninety (90) days unless otherwise  
109       authorized by Special Use Permit.

110       (d) Objective Placement Standards.

111  
112       All units shall:

- 113  
114       1. Be located at least ten feet (10') from all property lines;
- 115       2. Be located at least fifty feet (50') from waterways, drainage ditches, storm drains, or  
116       inlets;
- 117       3. Be placed on stable, level ground;
- 118       4. Be secured or stabilized to prevent tipping or displacement;
- 119       5. Not block required parking spaces, ADA-accessible routes, fire lanes, public rights-  
120       of-way, or required means of egress;

6. Maintain unobstructed access for servicing vehicles;
7. Comply with all applicable accessibility requirements under federal and state law;
8. Comply with all applicable floodplain requirements under federal, state and local law.

Failure to comply with any placement requirement constitutes a separate violation per unit.

(e) Screening.

1. Units located on residential or commercially zoned property for more than forty-eight (48) hours shall be screened from public street view by fencing, landscaping, or placement behind a structure where physically feasible.
2. Screening shall not obstruct required access or violate other City codes.
3. The screening requirement shall not apply to construction sites during active permitted construction.

(f) Construction Sites.

1. At least one (1) portable toilet shall be provided when permanent restroom facilities are not available.
2. Servicing shall occur at least once every seven (7) days.
3. Units shall be removed within seven (7) days after issuance of a Certificate of Occupancy or expiration or final inspection of the permit.

(g) Events.

1. Portable restroom facilities shall be provided at a minimum ratio of:
  - (a) One (1) unit per seventy-five (75) attendees for events four (4) hours or less;
  - (b) One (1) unit per fifty (50) attendees for events exceeding four (4) hours.
2. At least five percent (5%) of required units, and no fewer than one (1), shall be ADA-accessible.
3. Units shall be removed within forty-eight (48) hours after event conclusion.

(h) Residential Temporary Use.

1. Portable restroom units on residential property not associated with active construction shall not exceed seventy-two (72) consecutive hours within any thirty (30) day period.



2. Units shall not be used as a substitute for required plumbing fixtures under adopted building codes.

**(i) Long-Term Installations – Special Use Permit Required.**

1. A Long-Term Installation requires approval of a Special Use Permit (SUP) by City Council.

**For purposes of this section**

**(a) City Council Hearing:**

1. The City Council shall consider the application at a hearing conducted in accordance with the Texas Open Meetings Act.
  2. The City Council shall evaluate the required findings set forth in this section.
  3. The City Council may approve, approve with conditions, or deny the Special Use Permit application.
2. The applicant bears the burden of demonstrating compliance with all approval criteria.
3. Required Findings. City Council must find:
- (a) The installation will not create a public health hazard;
  - (b) The installation will not materially interfere with surrounding property use;
  - (c) Adequate wastewater servicing is secured;
  - (d) The installation is necessary due to documented hardship or absence of feasible permanent facilities.
4. Conditions. The SUP may require:
- (a) Concrete or paved pad;
  - (b) Six-foot (6') opaque screening;
  - (c) ADA accessibility where required by law;
  - (d) Lighting;
  - (e) Periodic review;
  - (f) Expiration date.
5. Annual Renewal. All Long-Term Installations shall require annual renewal demonstrating continued compliance.
6. Revocation. The City may revoke an SUP upon failure to maintain sanitary conditions, violation of placement or servicing requirements, creation of a nuisance, or failure to renew. Revocation shall follow written notice and opportunity to cure, except where an imminent health risk exists.

**(j) Maintenance and Prohibited Acts.**

1. **All units shall be maintained in sanitary, leak-free condition.**
2. **Only a Licensed Servicing Provider may remove or dispose of waste.**
3. **It is unlawful to:**
  - (a) Discharge wastewater onto the ground;**
  - (b) Discharge wastewater into storm drainage;**
  - (c) Tamper with or overturn a unit;**
  - (d) Remove a City notice or stop order.**

**(k) Temporary Handwashing Facilities.**

**Temporary handwashing facilities shall be provided in conjunction with all temporary restroom facilities and shall be located in close proximity to ensure convenient access for users. Handwashing stations must be compatible with the scale and capacity of the temporary restroom facilities provided and maintained in a clean, sanitary, and operable condition at all times.**

**Each handwashing station shall be equipped with:**

- 1. Potable water delivered through a hands-free or manually operated spigot,**
- 2. Soap or other approved cleansing agents,**
- 3. Single-use paper towels or hand-drying devices, and**
- 4. A waste receptacle for disposal of used materials.**

**The number of handwashing stations shall be proportionate to the number of temporary restroom units, at a minimum ratio of one (1) handwashing station per every Six (6) restroom units, unless otherwise approved by the City.**

**All facilities shall be serviced regularly to ensure adequate supplies and proper wastewater disposal.**

**(l) Storm Event Removal Requirement.**

**All temporary restroom facilities, including portable toilets, hand-washing stations, and trailer-mounted restroom units, shall be removed from the site upon the issuance of a tropical storm or hurricane watch or warning affecting any portion of the City or adjacent surrounding areas, as issued by the National Weather Service.**

**Removal shall be completed within a reasonable timeframe following the issuance of such watch or warning, but in no case later than forty-eight (48) hours prior to the anticipated onset of tropical storm force winds in the City, as projected by official forecasts.**

The owner, operator, permit holder, or person responsible for the site shall be responsible for ensuring timely removal of all units. No temporary restroom facility shall remain on-site during the duration of a tropical storm or hurricane event.

Facilities may be returned to the site only after the expiration of all applicable watches or warnings and when conditions are deemed safe for reinstallation.

Failure to comply with this requirement may result in enforcement action, including but not limited to citation, revocation of permits, or removal by the City at the owner's expense.

This requirement shall not apply where the City or emergency management authority has expressly authorized temporary restroom facilities for emergency response, disaster relief, or public safety purposes.

(m) Inspection Authority.

The City may inspect portable restroom units at reasonable times to ensure compliance. Refusal to permit lawful inspection constitutes a violation.

(n) Enforcement.

1. Each day a violation continues constitutes a separate offense.
2. A violation is punishable by a fine not to exceed five hundred dollars (\$500.00) per day, per violation.
3. The City may issue stop-use orders, suspend or revoke permits, remove units posing imminent health threats, seek injunctive relief, and recover abatement costs.
4. If a unit poses an immediate threat to public health or safety, the City may summarily remove or abate the unit without prior notice. The property owner shall be liable for all associated costs.

(o) Enforcement and Penalties.

1. This section shall be enforced by the Building Official, Code Enforcement Officer or Police Officer.
2. Any violation of this section shall constitute a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00) per day, per violation.
3. The city may summarily remove or abate any portable restroom unit that poses an imminent threat to public health or safety.

**SECTION 4. PENALTY CLAUSE; INCLUSION INTO THE CODE.**

This Ordinance is hereby incorporated into and made a part of the Seabrook City Code. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not more than Five Hundred Dollars (\$500.00) per offense. Each day of violation shall constitute a separate offense.

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

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

**SECTION 6. SEVERABILITY.**

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

**SECTION 7. NOTICE BY PUBLICATION**

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 on first reading with a quorum present, by an affirmative vote of a majority of Council Members present, in accordance with Seabrook City Charter Section 2.10 on this 7<sup>th</sup> day of July 2026.

PASSED AND APPROVED on final reading with a quorum present, by an affirmative vote of a majority of Council Members present, in accordance with Seabrook City Charter Section 2.10 on this 21<sup>st</sup> day of July 2026.

By: \_\_\_\_\_  
James J. Sweeney, Mayor

{Signatures on Following Page}



319 ATTEST:

320

321

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

323 Rachel Lewis, TRMC

324 City Secretary

325

326

327 APPROVED AS TO FORM:

328

329

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

331 David Olson

332 City Attorney

## Planning & Zoning Commission OFFICIAL REPORT

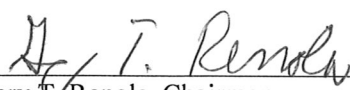
The Planning and Zoning Commission of the City of Seabrook met on May 21, 2026 to hold a meeting to consider:

Consider and take all appropriate action on a request to amend the Code of Ordinances of the City of Seabrook, Texas, by revising Chapter 18, "Buildings and Building Regulations," Division 6, "Plumbing," through the creation of Section 18-339, titled "Temporary Portable Restroom Units." The proposed amendment establishes regulations governing the permitting, placement, maintenance, and enforcement of temporary portable restroom units for construction sites, public events, residential uses, and certain permanent installations.

### 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 May 21, 2026, 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    | ✓          |            |                  |               | GR             |
| Ed Klein       | ✓          |            |                  |               | EK             |
| Jared Justus   | ✓          |            |                  |               | JJ             |
| Scott Mixon    |            |            |                  | ✓             |                |
| Scott Reynolds | ✓          |            |                  |               | SR             |
| Russ Rhodes    | ✓          |            |                  |               | RR             |

  
\_\_\_\_\_  
Gary T. Renola, Chairman  
Planning & Zoning Commission

ATTEST:  
  
\_\_\_\_\_  
Ranya Botros  
Community & Economic Development  
Coordinator



## *Agenda Briefing*

---

**Date of Meeting:** July 7, 2026

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

**Presenter:** Gayle Cook, City Manager, Sahib Rao

**Briefing Prepared By:** Brian Craig

**Strategic Focus Area:** CITY SERVICES

---

### **General Information:**

Consider and take all appropriate action regarding the award of Request for Qualifications (RFQ) 2026-09 for a Financial Audit of the 2021 Impact Fees to Baker Tilly US, LLC for an amount not to exceed \$25,000.00 and authorize the City Manager to execute the associated contract.

### **Executive Summary / Background:**

This item requests authorization to hire an independent Certified Public Accountant (CPA) firm to conduct a comprehensive financial audit of the City's impact fee funds. This audit is a mandatory statutory prerequisite before the City can legally adopt, amend, or increase any capital impact fees. The cost for the base proposal is \$20,000.00 with additional costs for technology fees and potential travel fees for an in-person presentation accounting for the not to exceed recommendation for a total of \$25,000.00.

- **Impact Fees:** The City utilizes impact fees to ensure new development pays its fair share of infrastructure expansion costs, specifically for water, wastewater systems.
- **Chapter 395 Compliance:** Texas Local Government Code Chapter 395 governs how these fees are collected, tracked, and spent.
- **State Mandates (S.B. 1883 ):** State law enforces strict fiscal transparency on local governments. S.B. 1883 specifically requires an independent audit of impact fee accounts before any fee structures are altered.

Council action is required tonight to select and approve the auditing firm due to strict state-mandated legal parameters:

- **Legal Prerequisite:** The City cannot legally vote to update or increase its impact fee structure without first completing and publishing this specific financial audit.
- **Strict Independence Rule:** State law prohibits using our current standard city auditor if they have provided other services to the city within the last 12 months. Council must formally appoint a strictly independent, third-party CPA firm.

- 30-Day Public Timeline: The final audit must be delivered, presented to the Capital Improvements Advisory Committee, and posted on the City website for a minimum of 30 days before Council can take action on updating the actual impact fees.

**Funding / Fiscal Information:**

The cost of the professional services contract will be funded directly out of accumulated impact fee revenues, as permitted by Texas law. No general fund tax dollars will be used.

**Supporting Materials Attached:**

1. Evaluation Matrix
2. RFP 2026-09
3. Baker Tilly
4. Engagement letter - Impact Fee AUP - Seabrook

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

**Staff Recommendation:**

Financial Audit of 2021 Impact Fees  
2026-09  
GRADING/EVALUATION FORM

|                                                             |  |  |
|-------------------------------------------------------------|--|--|
| Date: 5/28/26                                               |  |  |
| Reviewers: Sahib Rao, Jesse Olivo, Sean Landis, Brian Craig |  |  |

| CRITERIA                                                |            |                                                         |                                                         |
|---------------------------------------------------------|------------|---------------------------------------------------------|---------------------------------------------------------|
| Respondant:                                             | MAX Points | Bakertilly                                              | JMS                                                     |
| Experience                                              | 25         | 24                                                      | 20                                                      |
| Understanding of statutory requierments and methodology | 25         | 23                                                      | 20                                                      |
| Ability to Meet requiered schedule                      | 20         | 19                                                      | 13                                                      |
| Clarity and quality of proposed work product            | 15         | 13                                                      | 11                                                      |
| References for past performances                        | 15         | 14                                                      | 12                                                      |
| Total                                                   | 100        | 93                                                      | 76                                                      |
| Additional Notes                                        |            | Larger team and merger of two previous industry giants. | Smaller team, MQ's met but no great overall experience. |



**FINANCIAL AUDIT OF 2021 IMPACT FEES**

**REQUEST FOR QUALIFICATIONS**

**RFQ# 2026-09**

**DUE DATE: MAY 21, 2026 AT 2:00 P.M., CST**



**CITY OF SEABROOK**

**1700 First Street**

**Seabrook, Texas 77586**

**281-291-5600**



City of Seabrook  
Request for Qualifications  
RFQ# 2026-09  
FINANCIAL AUDIT OF 2021 IMPACT FEES

**RFQ# 2026- FINANCIAL AUDIT OF 2021 IMPACT FEES**

Sealed Request for Qualifications for the City of Seabrook's Financial Audit of 2021 Impact Fees, Seabrook Project No. 2026-09 will be received until 2:00 PM on May 21, 2026 by the Purchasing Coordinator, Rebecca Howton, 1700 First Street, Seabrook, Texas 77586. Statements of Qualification must be received and time stamped by the Purchasing Coordinator prior to the aforementioned time, when they will be publicly opened at Seabrook City Hall. No late SOQ's will be accepted. RFQ documents may be obtained from the city website at [www.seabrooktx.gov](http://www.seabrooktx.gov), through Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com), or through at [www.civcastusa.com](http://www.civcastusa.com).

SOQs may also be submitted electronically through Public Purchase. To submit an SOQ electronically, an account will need to be created in Public Purchase, and then RFQ 2026-09 can be accessed for electronic submission. Electronic SOQs must be submitted before the 2:00 PM deadline on May 21, 2026. Please visit <https://www.publicpurchase.com/gems/register/vendor/register> to register or login with Public Purchase.

PUBLISHED: Wednesday, April 29, 2026

Wednesday, May 6, 2026

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## CITY OF SEABROOK RFQ TIMELINE

The City of Seabrook intends to follow the schedule described below to distribute the RFQ and receive/evaluate responses from Respondents. The City reserves the right to alter the schedule at any time.

| Event                                      | Target Date              |
|--------------------------------------------|--------------------------|
| RFQ Issued & First Publication             | April 29, 2026           |
| Second Publication                         | May 6, 2026              |
| Deadline for Questions <sup>(1)</sup>      | May 14, 2026             |
| Due Date for RFQ Submission                | May 21, 2026 @ 2:00 p.m. |
| Respondent Interviews (if necessary)       | TBD                      |
| Selection Date – Council Award of Contract | TBD                      |
| Contract Commencement                      | TBD                      |

*(1) This deadline is the date for submission of questions. Questions received after this deadline may be addressed during the Respondent interview process if necessary.*



## **I. INTRODUCTION**

The City of Seabrook invites qualified firms to submit Statements of Qualifications (SOQs) for independent Certified Public Accountants (CPAs) or public accounting firms licensed in the State of Texas to submit statements of qualifications to perform an independent financial audit of the City of Seabrook Water and Wastewater Capital Improvement Plan and Impact Fee Determination.

This engagement is required under Texas Local Government Code Chapter 395, as amended by Senate Bill 1883 (2025), which mandates periodic independent audits of impact fee accounts and their administration.

### **CITY OF SEABROOK PROFILE**

The City of Seabrook, Texas (the City) was incorporated in 1961, as a Home Rule City operating under the Council-Manager form of government. The City Council is composed of a Mayor and six City Council Members, elected at large and serve the entire City for four-year terms. The City is nestled along Galveston Bay, approximately 30 miles north of Galveston and south of Houston on State Highway 146.

Extensive information regarding the City, along with its annual budgets and Annual Comprehensive Financial Reports (ACFRs), can be found on the City's website at [www.seabrooktx.gov](http://www.seabrooktx.gov).

Revenue sources are primarily in the form of tax collections, as well as fines and fees for services. Income receipts are collected in coin & currency, check, automated clearinghouse ("ACH") credit, credit and debit card, and wire transfer. Outbound payments are executed by cash, check, ACH credit or debit, and wire transfer. Total estimated annual payment volume is over \$65 million.

## **II. PROPOSAL INSTRUCTIONS AND QUALIFICATIONS**

By submitting a proposal in response to this RFQ, Respondents will be deemed to agree to the mandatory contract and service provisions contained herein.

### **MINIMUM QUALIFICATIONS**

1. Texas-licensed CPA or public accountant licensed by the Texas State Board of Public Accountancy.
2. Demonstrated knowledge of Chapter 395, Local Government Code, and impact fee accounting.
3. Familiarity with municipal fund accounting and statutory reporting.

## PROPOSAL FORMAT

Respondents' SOQ packet must contain the materials listed below. Respondents may utilize this section as a "checklist" to assure completeness prior to submitting a sealed packet.

### A. INSTRUCTIONS FOR RESPONDING

1. Required Contents. The most qualified respondent should have extensive experience in municipal projects and as detailed in the Scope of Work. The qualifications and commitment of the key personnel assigned is critically important in the qualification of a firm. Please provide the following in your proposal:
  - a. Cover letter and introduction including the name, phone number and email address of the person(s) authorized to represent the company regarding all matters related to the RFQ.
  - b. Table of Contents - clearly identify what part of the RFQ is being addressed in each section of the submittal.
  - c. Statement of Project Understanding.
  - d. Acknowledgement that the selected firm will enter into a Professional Services Agreement with the City of Seabrook, subject to Council approval.
  - e. Location of office(s) at which work will be performed.
  - f. A description of the candidate firm/team, including brief history, number of employees and their disciplines, philosophy regarding client and customer service, location, years in business and any other information that may be useful to the decision making process.
  - g. A description of how the candidate envisions being able to provide services to the City of Seabrook and a demonstrated understanding of the high expectations of the City and its residents.
  - h. An organizational chart identifying team members and their areas of responsibility.
  - i. Resumes of Key Personnel who will be assigned to provide services to the City of Seabrook and who have the experience and level of expertise required along with current license numbers for Professionals who will be responsible for leading the team in their area of expertise with a statement committing the aforementioned staff.
  - j. List current and past projects similar to this completed by your firm, with emphasis on municipal or other government projects. List should include a brief description of the project. For at least 5, please include contact information for reference checks.
  - k. Information regarding the candidate firm's current and projected workload and its ability to meet project schedules and be available.
  - l. Describe any contracts for services awarded to your firm that have been canceled or terminated for unsatisfactory performance in any respect and a phone number and contact person for that organization. Please also provide a description of any legal proceedings involving your firm related any municipal client or municipal projects that were unresolved or active January 1, 2010, to present.
  - m. Complete all required vendor forms in Exhibit A.
2. Additional Information. At your option, provide in your proposal any contractual language, terms, conditions, considerations, or contingencies your company would request or require

to be included in the negotiated contract between the City and the selected submitter, should your company be awarded the final design contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.

## **SELECTION CRITERIA**

Respondents SOQs will be evaluated on the basis of "Best Value" relying on a weighted average Price Per Evaluation Point score produced using the following criteria:

| <b>Scoring Criteria</b>                                 | <b>Maximum Score Weight</b> |
|---------------------------------------------------------|-----------------------------|
| Experience                                              | 25                          |
| Understanding of Statutory Requirements and Methodology | 25                          |
| Ability to Meet Required Schedule                       | 20                          |
| Clarity and Quality of Proposed Work Product            | 15                          |
| References for Past Performances                        | 15                          |
| <b>Total Points</b>                                     | <b>100</b>                  |

## **RECEIPT AND OPENING OF STATEMENTS**

Bids should be submitted to:

City of Seabrook

Attn: Purchasing Coordinator

1700 1<sup>st</sup> Street

Seabrook, TX 77586

Bids must be submitted in a sealed envelope marked:

**RFQ 2026-09 "FINANCIAL AUDIT OF 2021 IMPACT FEES"**

SOQs may also be submitted electronically through Public Purchase. To submit an SOQ electronically, an account will need to be created in Public Purchase, and then RFQ 2026-09 can be accessed for electronic submission. Electronic SOQs must be submitted before the 2:00 PM deadline on May 21, 2026. Please visit <https://www.publicpurchase.com/gems/register/vendor/register> to register or login with Public Purchase.

At the appointed time, SOQs will be publicly opened in a manner which avoids the disclosure of contents to competing respondents. The contents will then be kept confidential through the

evaluation and negotiation process. However, all SOQs shall be open for public inspection after award, except for trade secrets and confidential information contained in the Qualifications and identified as such.

**Any SOQ received after the time and date specified shall not be considered.**

### **SCHEDULE CHANGES AND OTHER ADDENDUMS**

The City may modify the RFQ prior to the due date by issuing written addendum(s). All addendum(s) will be issued via Public Purchase and on the City's website, [www.seabrooktx.gov](http://www.seabrooktx.gov), according to the schedule outlined the RFQ Timeline. The City reserves the right to alter this schedule at any time as necessary. Notwithstanding this provision, Respondents shall be responsible for ensuring that their SOQs reflect any and all addendum(s) issued by the City prior to the SOQ due date regardless of when the SOQ is submitted.

Therefore, the City recommends that Respondents review the addendum(s) issued by the City prior to submitting SOQs to determine if Respondents have received and responded to all addendum(s).

### **NO APPLICATION**

Not Applicable

### **RIGHT TO REJECT**

The City of Seabrook reserves the right to select the Respondent whose SOQ, in the sole judgment of the City, best meets the needs of the City based upon the criteria enumerated in the Selection Criteria. The City shall have the right to request that Respondents provide additional information regarding any particular services or group(s) of services contained in their SOQs, and to enter into negotiations with Respondents for said service(s). The City reserves the right to reject any and all SOQs, to waive any non-material irregularities or informalities in any SOQs and to accept or reject any proposed item or combination of items.

### **AUTHORIZED SIGNATORIES**

Personnel who execute the cover letter to the SOQ or any other associated documents must be authorized signatories with the full and requisite authority to represent their firm and to enter into a binding Agreement with the City of Seabrook.

## **WITHDRAWAL OF SOQS**

After the deadline for submission, all SOQs shall be firm offers and may not be withdrawn for one-hundred twenty (120) calendar days.

## **ERRORS AND OMISSIONS IN THE RFQ**

Respondents are responsible for carefully and thoroughly reviewing all portions of this RFQ. Respondents are to promptly notify the City, in writing, if Respondents discover any ambiguity, discrepancy, omission or other error in the RFQ. Any such notification should be directed by e-mail to the Purchasing Coordinator, at [purchasing@seabrooktx.gov](mailto:purchasing@seabrooktx.gov) promptly after discovery but in no event later than seven (7) working days prior to the deadline for receipt of SOQs.

## **STATEMENT MODIFICATIONS**

Any Respondent may modify their SOQ by sealed written communication or electronically through Public Purchase, at any time, provided such communication is received by the Purchasing Department at 1700 First Street, Seabrook, Texas 77586, **prior to the bid due date, May 21, 2026 at 2:00 PM.**

No changes or alterations to SOQ's will be accepted after the due date, however, under certain circumstances, a Respondent may be able to withdraw an SOQ if it contains a substantial mistake that would cause a great hardship if enforced against the Respondent.

## **ERRORS AND OMISSIONS IN SOQ**

Failure by the City to object to an error, omission or deviation in Respondents' SOQs will in no way modify the RFQ or excuse the Contractor from full compliance with the specifications of the RFQ or any Agreement negotiated pursuant to the RFQ.

## **TERM OF SOQ**

Submission of an SOQ signifies that the proposed services and prices (if applicable) are valid for one-hundred and twenty (120) calendar days from the SOQ due date and that the quoted prices(if applicable) are genuine and not the result of collusion or any other anti-competitive activity.

## **FINANCIAL RESPONSIBILITY**

The City of Seabrook accepts no financial responsibility for any costs incurred by the business in responding to this RFQ. Submitted RFQs will become the property of the City and may be used by the City in any manner deemed appropriate by the City of Seabrook.



## **RESERVATION OF RIGHTS BY THE CITY OF SEABROOK**

The issuance of this RFQ does not constitute an agreement by the City of Seabrook that any Agreement will be actually entered into by the City. The City of Seabrook expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, application, or application procedure;
2. Reissue a Request for Qualifications;
3. Prior to submission deadline for SOQs, modify all or any portion of the RFQ, including the requirements for contents or format of the SOQs;
4. Procure any materials, equipment or services specified in this RFQ by any other means; or
5. Determine that no Agreement will be pursued.

## **NO WAIVER**

No waiver by the City of Seabrook of any provision of this RFQ shall be implied from any failure by the City to recognize or act on account of any failure by Respondents to observe any provision of this RFQ.

## **AGREEMENT TERM**

The City of Seabrook intends that any Agreement(s) resulting from this RFQ will be for a period of three (3) years.

## **COST LIMITATION**

The City of Seabrook requires that the pricing for services (if applicable) offered by any successful Respondent will remain as quoted in the RFQ throughout the term of the contract, subject to any negotiations.

## **ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS**

The successful Respondent shall perform in accordance with the terms and conditions of the resulting Contract. Charges of poor performance shall be documented by the City and submitted to the successful Respondent for corrective action. If continued poor performance is communicated, this will be deemed as a breach of these specifications and shall be the cause for immediate termination of the Contract. The City of Seabrook reserves the right to terminate the contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination date.

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

## **REQUIRED DISCLOSURES**

### **LAWS AND REGULATIONS**

The Respondents' attention is directed to the fact that all applicable state laws, federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full.

### **DISCLOSURE OF INTEREST**

Chapter 176 of the Texas Local Government Code requires that any person who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of an officer, as described by Texas Local Government Code Section 176.006 shall file a complete Conflict of Interest Questionnaire with the Purchasing Coordinator within seven (7) days after the latter: 1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is provided for you in this bid document. Completed Conflict of Interest Questionnaire's should be included in your bid submission. Please consult your own legal advisor if you have questions regarding the statute or this form.

### **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES**

Pursuant to Section 2252.151 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract with companies that engage in business with Iran, Sudan, or known foreign terrorist organizations. These companies will be identified on a list prepared and maintained by the Texas State Comptroller.

### **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Pursuant to Section 2270 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. A completed House Bill 89 Verification Form include will be required prior to award of bid.

## DISCLOSURE OF INTERESTED PARTIES

Pursuant to Section 2252 of the Texas Local Government Code, as of January 1, 2016, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the Disclosure of Interested Parties, FORM 1295. The TEC has created a website application for business entities to submit the required information.

The City of Seabrook requires Form 1295 to be filed electronically by the business entity and acknowledged electronically by the City of Seabrook before entering into any contract requiring the approval of the City Council. The business entity must go to the Texas Ethics Commission Website <http://www.ethics.state.tx.us> and follow the login directions. The following information is required:

- A. Identification Number: 2026-09
- B. Project Description: FINANCIAL AUDIT OF 2021 IMPACT FEES

When the form has been completed, the system will generate a Certificate number and filed date. Please print the form, have it notarized and send it in with your bid response. **NO HAND WRITTEN 1295 FORMS WILL BE ACCEPTED.** The receipt of this form in no way guarantees an award of contract.

## NON-TRANSFERABLE AGREEMENT

The Respondent shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Respondent's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Respondent's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

## INDEMNIFICATION

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, AND CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

### III. SCOPE OF SERVICES

#### A. INTENT

The selected auditor will perform a comprehensive review meeting the standards of Local Government Code § 395.059(c), including but not limited to:

##### Detailed Accounting and Verification

- Total impact fees collected by service area (transportation and wastewater).
- Interest earned on collected funds.
- Amounts expended and projects constructed or pending.
- Proposed capital improvements not yet constructed.
- Unspent balances and encumbrances by service area.
- All waived fees, requested refunds, and refunds issued.
- Review of credits applied and verification of accuracy.

##### Compliance Evaluation

- Confirm segregation of impact fee funds from other revenues.
- Evaluate LUA for compliance with authorized uses under Chapter 395.
- Verify adherence to adopted LUA, CIP, and Council-approved ordinances.

##### Deliverables

- A final written report suitable for public posting and Council adoption.
- A plain-language executive summary for public presentation.
- A slide presentation summarizing findings for the Council's public hearing.
- Complete workpapers and reconciliation schedules for City records.

#### B. PROJECT SPECIFICS

Auditor must be fully independent under § 395.059(b), licensed in Texas, and must not have provided any other services to the City of Seabrook within 12 months preceding the engagement. A written attestation of independence and disclosure of potential conflicts must accompany the submittal.

The audit must be completed and finalized no later than 30 days prior to the publication of the notice under § 395.044 and 60 days before any public hearing on the updated LUA and CIP to ensure statutory compliance.

##### Minimum Qualifications

- Texas-licensed CPA or public accountant licensed by the Texas State Board of Public Accountancy.
- Demonstrated knowledge of Chapter 395, Local Government Code, and impact fee accounting.
- Familiarity with municipal fund accounting and statutory reporting.



#### **IV. ATTACHMENTS**

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## **EXHIBIT A – Required Vendor Forms**



Vendor Name: \_\_\_\_\_

City of Seabrook  
1700 First Street  
Seabrook, TX 77586

### **Vendor Setup**

*This packet provides the necessary forms to be considered as a City of Seabrook vendor. Below is a checklist of forms that must be completed and returned to the Purchasing Department.*

#### Document List (Please make sure all are complete and signed)\*

- ☐ City of Seabrook Vendor Application
- ☐ Vendor Statement of Agreement
- ☐ IRS Form W-9
- ☐ Texas State Form CIQ
- ☐ House Bill 89 Verification Form
- ☐ EFT/ACH Payment Authorization (Available Upon Request)

\*If vendor employees will be on city property, please include a Certificate of Insurance.



## Vendor Application

**Vendor Name:** \_\_\_\_\_

**Primary Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Remit to Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Tax ID Number:** \_\_\_\_\_

**Primary Contact Name:** \_\_\_\_\_

**Primary Contact Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Types of Goods/Services:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Discount %:** \_\_\_\_\_

(IF AVAILABE FOR ALL PURCHASES)

**Additional/Special Information:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Vendor Name: \_\_\_\_\_

### Payment Terms - Vendor Statement of Agreement

The City of Seabrook requires all vendors who desire to conduct business with the City to complete the Vendor Setup Packet. In addition, the following City of Seabrook policy items must be agreed to by an authorized representative of the vendor.

1. **All invoices**, statements, and other correspondence must be sent via email to [payables@seabrooktx.gov](mailto:payables@seabrooktx.gov) or by mail to the following address:

**City of Seabrook  
Accounts Payable  
1700 First Street  
Seabrook, Texas 77586**

2. All invoices are paid no later than 30 days past the later of the invoice received date or date of acceptance of the product or service by an authorized City representative, in compliance with the **Prompt Payment Act**, provided the invoice is mailed to the above address.

3. Invoices for product all purchases over \$100 must include the Purchase Order Number. Purchase Orders of any kind by phone are **NOT** permitted.

My signature below certifies that I am an authorized representative of the vendor named on the W-9, and that my company agrees to abide by the policy statements unless otherwise agreed to in writing.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## House Bill 89 VERIFICATION

I hereby affirm that I am an authorized agent of \_\_\_\_\_  
hereafter referred to as company, **do hereby affirm that the company named-above, under  
the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract/agreement if awarded  
under this Request for Proposal.**

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                                                                                             |
|                                                        | 2 Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                             |
|                                                        | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) |  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
|                                                        | 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                             |
|                                                        | 5 Address (number, street, and apt. or suite no.). See instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Requester's name and address (optional)                                                                                                                                                                                                                                                                     |
|                                                        | 6 City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                             |
|                                                        | 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                             |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                  |                        |  |   |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--|---|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|----|--|--|--|--|--|--|--|--|--------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|
| <b>Part I Taxpayer Identification Number (TIN)</b><br><br>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.<br><br><b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | <table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table> | Social security number |  |   |  |  |  |  |  |  |  |  |  |  | - |  |  |  |  | or |  |  |  |  |  |  |  |  | Employer identification number |  |  |  |  |  |  |  |  |  |  |  |  | - |  |  |  |  |
| Social security number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                  |                        |  |   |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                  |                        |  | - |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |
| or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                  |                        |  |   |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |
| Employer identification number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                  |                        |  |   |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                  |                        |  | - |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                   |                          |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------|------|
| <b>Part II Certification</b><br><br>Under penalties of perjury, I certify that:<br><br>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and<br>2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br><br><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. |                                                                                   |                          |      |
| <b>Sign Here</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <table border="1"><tr><td>Signature of U.S. person</td><td>Date</td></tr></table> | Signature of U.S. person | Date |
| Signature of U.S. person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Date                                                                              |                          |      |

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## **SYSTEM FOR AWARD MANAGEMENT (SAM)**

**Insert System for Award Management (SAM)  
record search for company name and  
company principal.**

**CERTIFICATE OF INSURANCE**

**Insert Certificate of Insurance**



# City of Seabrook: Water and Wastewater Impact Fee Services



Justin Hoagland, CPA, Principal  
+1 (608) 240 2497 | [justin.hoagland@bakertilly.com](mailto:justin.hoagland@bakertilly.com)

# Contents

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*As of June 3, 2025, Baker Tilly and Moss Adams have merged. Combined statistics are based on data currently available. Actual counts may vary slightly and will be finalized during the integration process.*

# Introduction and Statement of Project Understanding

*Gain peace of mind knowing your impact fee decisions are fully compliant and transparent, backed by Baker Tilly's government impact fee expertise and deep understanding of Texas requirements.*

## Navigating new Texas impact fee requirements with confidence

Recent changes to Texas impact fee legislation, specifically Senate Bill 1883, require municipalities to conduct independent financial audits before increasing or adopting new impact fees in service areas with existing fees. These audits must be performed by a certified public accountant who has not provided other services to the municipality in the prior 12 months.

Selecting a firm that understands both the legislative requirements and the complexities of impact fees is critical. It's about more than checking boxes. It's innovative thinking and deep collaboration and our passionate, dedicated public sector accountants understand this.

Baker Tilly is well-positioned to help municipalities navigate these changes, ensure compliance and deliver actionable insights. Here are the highlights:

### GOVERNMENTAL EXPERIENCE

Baker Tilly has nearly 350 government-focused professionals serving more than 3,500 government clients across the country.

### TEXAS PRESENCE

Baker Tilly has a strong local presence in Texas, serving over 9,700 clients in the state. We have nine offices across Texas, with more than 1,100 professionals dedicated to serving area clients. Our firm has been supporting clients in Texas for over 50 years.

### IMPACT FEE EXPERTISE

Baker Tilly has extensive experience assisting municipalities with impact fees, is proficient in the Texas Local Government Code Title 12 Chapter 395 and has performed similar engagements in other states with comparable legislative requirements (such as Arizona). **Most importantly, since these new requirements became effective last September, we have been engaged by ten other municipalities in Texas to perform this work, which is more than any other firm.**



# Your needs, our resources

*Ready to help you meet the challenges of today and embrace what's next, with deep resources, industry reputation and local reach across Texas.*

## Guiding you with our resources, reputation and reach

### Baker Tilly at a glance

At Baker Tilly, we bring a legacy and commitment to helping our clients embrace what's next.

With more than 11,000 professionals from coast to coast, our resources fuel our ability to offer clients deep industry insights, bold thinking and holistic solutions. Our ranking as the sixth-largest advisory CPA firm means we're actively shaping the industry landscape across markets.

### Our size isn't just a number

It's a testament to our resilience and ability to lead you into the future, no matter the climate. With nearly a century of experience, we've honed our skills and adapted to evolving markets.



**6th-**  
largest U.S.  
accounting firm



**11,000+**  
team members,  
1,000+ principals



**90+**  
years in  
business



**~3,400**  
Certified Public  
Accountants



**\$3B+**  
firm revenue  
in FY2025



**100+**  
worldwide office  
locations



**300+**  
workplace and  
culture awards

### GIVING YOU THE TOOLS YOU NEED TO NAVIGATE THE FUTURE

*Baker Tilly guides clients through changing landscapes with skills, stability and strength as one of the oldest and largest advisory, tax and assurance firms in the United States.*

What does our size mean? It's about having a powerhouse team of passionate professionals unafraid to roll up their sleeves and provide hands-on support for our clients. It's about team members brimming with thoughtful ideas, backed by the scale of a firm genuinely dedicated to our clients' success.

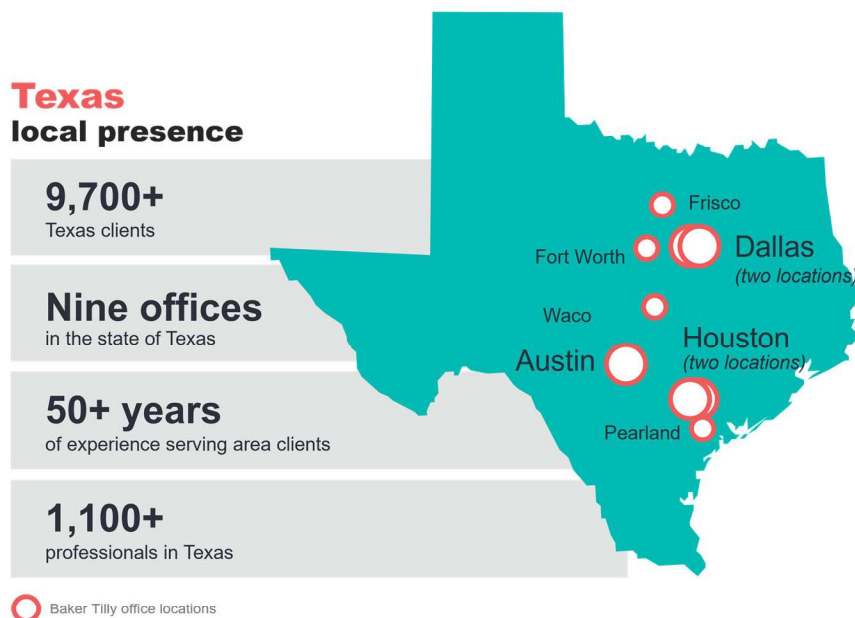
### Bringing greater value, relationships and resources to our clients: Baker Tilly and Moss Adams have joined forces

On June 3, 2025, Baker Tilly and Moss Adams combined to redefine advisory and accounting services for our clients. The merger, which makes Baker Tilly the sixth-largest advisory CPA firm in the United States, brings deeper industry specialization, broader geographic reach and expanded capabilities.



## Investing our resources in Texas

Texas has the ninth-largest economy on the planet. It is one of the fastest-growing, most diverse economies in the United States. We're proud to be expanding our firm's presence in Texas to include more than 1,100 professionals across nine offices committed to helping clients in a wide range of industries and sectors. For our clients, that means local presence and knowledge backed by our firm's broad national resources.



## Working with local governments in Texas

Baker Tilly provides an array of assurance and consulting services to governments across the state, including:

- Abilene, City of
- Amarillo, City of
- Anna, City of
- Arlington, City of
- Beeville, City of
- Brazos River Authority
- Brookshire, City of
- Brownsville Public Utilities Board
- Brownsville, City of
- Bryan, City of
- Burnet County
- Capital Metropolitan Transportation Authority
- Celina, City of
- Comal County
- Corpus Christi, City of
- Dallas, City of
- Denton, City of
- El Paso Water Utility
- El Paso, City of
- Electric Reliability Council of Texas, Inc
- Ennis, City of
- Fulshear City of
- Green Valley Special Utility District
- Houston, City of
- Huntsville, City of
- Irving, City of
- Lewisville, City of
- Lower Colorado River Authority
- Lower Valley Water District
- Lubbock Power & Light
- Mansfield, City of
- Medina County
- Midland, City of
- New Braunfels Utilities
- New Braunfels, City of
- North Texas Tollway Authority
- Paris, City of
- Port Arthur, City of
- Prosper, City of
- Rockwall County
- Sachse, City of
- Saginaw, City of
- San Antonio Housing Authority
- San Antonio River Authority
- San Antonio Water System
- SH130 MMD 1 Management District No.1
- Strategic Housing Finance Corporation (Harris County)
- Trinity River Authority



# Industry specialization

*Baker Tilly has served state and local governments since our establishment nearly a century ago. We are one of the few advisory, tax and assurance firms with a practice dedicated entirely to serving governmental clients.*

## Delivering specialized expertise to our public sector clients

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other sectors. Recognizing this complexity and eager to serve as a true valued advisor to the public sector, **nearly 350 Baker Tilly professionals** focus directly on serving governments.

Nationwide, our public sector practice serves more than 3,500 state and local governmental entities, including municipalities, counties, school districts, utilities, transit organizations, airports and special authorities. Several of these client groups are now served by dedicated specialists in distinct sub-practices.



We help governments find solutions to overcome the obstacles and identify opportunities.

### OUR FULL RANGE OF KEY SERVICE OFFERINGS FOR STATE AND LOCAL GOVERNMENTS

|                                        |                                    |
|----------------------------------------|------------------------------------|
| Accounting services and assurance      | Housing and economic development   |
| Arbitrage/rebate regulatory compliance | Human capital services             |
| Attestation services                   | Investment services**              |
| Capital planning                       | Organizational management advisory |
| Cybersecurity consulting               | Post-issuance compliance           |
| Economic development                   | Public finance/bond issuance*      |
| Efficiency studies                     | Process improvement                |
| Federal funding advisory               | Rate and user fee studies          |
| Financial management services          | Risk advisory and internal audit   |
| Financial reporting and GAAP services  | Strategic planning                 |

\* Services provided by Baker Tilly Municipal Advisors, LLC, a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP, a tax and advisory firm.

\*\* Services provided by Baker Tilly Investment Services, a division of Baker Tilly Wealth Management, LLC, which is a registered investment advisor and controlled by Baker Tilly Advisory Group, LP.



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# Team and Relevant Experience

## Aligning key engagement team members with the City's goals

Meet the service team we've assembled to achieve everything you envision. Selected intentionally for your goals and backed by our specialized resources, these individuals are collaborative and multidisciplinary. Their passion for the public sector will make them an unstoppable force on your behalf. You'll find their bios below and complete resumes in **Appendix A**.

### INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR SEAKBROOK



#### Justin Hoagland, CPA — Principal

Justin will oversee the entire engagement process to ensure that every step is well-planned and implemented and that the final deliverables are technically accurate and contain meaningful insights and recommendations. Justin will lead the development of our client service plan, through which we will develop expectations and a timeline with you, execute the services as agreed upon and ensure the City receives a high level of satisfaction. Justin has lead all of the firms projects related to Section 395.059 of the Code.

#### Steven Kelly, CPA — Senior Associate

Steven, who works out of our Austin office, specializes in providing auditing and other services to municipalities and utility clients. He will be the individual performing a majority of the detailed work and has worked on many of the firms' projects related to Section 395.059 of the Code.

- The majority of the work will be completed out of our Austin, TX office.

## Relevant experience

Although this new legislative requirement just became effective as of September 1, 2025, we already have experience performing these specific services and have either completed, or are in the process of completing, this work for ten other entities in Texas. See the references below for some of the entities where we are performing this work.

# References

| Town of Flower Mound, TX |                   |              |                                   |
|--------------------------|-------------------|--------------|-----------------------------------|
| <b>Name</b>              | Leandro Rodriguez | <b>Title</b> | CIP-TIRZ Manager                  |
| <b>Phone</b>             | +1 (972) 874 6374 | <b>Email</b> | leandro.rodriguez@flowermound.gov |

| City of Dayton, TX |                   |              |                       |
|--------------------|-------------------|--------------|-----------------------|
| <b>Name</b>        | Leslie Herrera    | <b>Title</b> | Finance Director      |
| <b>Phone</b>       | +1 (936) 258 2642 | <b>Email</b> | LHerrera@daytontx.org |

| Benbrook Water Authority, TX |                     |              |                                |
|------------------------------|---------------------|--------------|--------------------------------|
| <b>Name</b>                  | Saranya Sundaramani | <b>Title</b> | Finance Manager                |
| <b>Phone</b>                 | +1 (817) 249 1250   | <b>Email</b> | ssundaramani@benbrookwater.com |

| City of Manvel, TX |                   |              |                               |
|--------------------|-------------------|--------------|-------------------------------|
| <b>Name</b>        | Rosie Donaire     | <b>Title</b> | Finance Director              |
| <b>Phone</b>       | +1 (713) 936 0282 | <b>Email</b> | rosa.donaire@cityofmanvel.com |

| City of Frisco, TX |                   |              |                                 |
|--------------------|-------------------|--------------|---------------------------------|
| <b>Name</b>        | Jason Grimm       | <b>Title</b> | Engineering Development Manager |
| <b>Phone</b>       | +1 (972) 292 5432 | <b>Email</b> | jgrimm@friscotexas.org          |

# Service approach

*You deserve clarity and confidence in your impact fee compliance services. Our thorough, collaborative approach is designed to meet every legislative requirement and deliver actionable results for your municipality.*

Baker Tilly's scope will include performing procedures to satisfy the 10 requirements listed in Sec. 395.059, which include:

- (1) the amount of funds collected from any impact fee imposed by the political subdivision in the service area;
- (2) the amount of interest accumulated under Section [395.025](#) on impact fees collected by the political subdivision in the service area;
- (3) any proposed capital improvements or facility expansions to be financed from an impact fee collected by the political subdivision in the service area that were not constructed, as described by Section [395.025](#), including the categories of each improvement and expansion;
- (4) the amount of funds collected from impact fees by the political subdivision in the service area that have not been spent;
- (5) each impact fee collected by the political subdivision in the service area;
- (6) the allocation of each impact fee made to the political subdivision in the service area;
- (7) any waived impact fees in the service area under Section [395.016\(g\)](#);
- (8) any requested refunds of impact fees in the service area under Section [395.025](#);
- (9) any impact fees in the service area refunded under Section [395.025](#); and
- (10) any errors or omissions of credits in impact fee calculations for impact fees in the service area.

## APPROACH

1. Work with the City to understand its processes and procedures around the recording and development of impact fees.
2. Develop mutually agreed-upon procedures that satisfy the ten legislative requirements noted above.
3. Provide the City with a get-ready list of the items we will need to complete our testing.
4. Trace the information requested below to source documentation (invoices, receipts, permit, refund/credit support, etc.). We will adopt a sampling methodology when it comes to the testing of this source documentation.
5. Evaluate compliance with the applicable legislation.
6. Work collaboratively with the firm completing the impact fee study update to make sure our timelines line-up.



## Agreed-upon procedures (AUP)

It is important to note that these services will be performed as an AUP engagement, not an audit. It is our understanding that while the legislation uses the word “audit” an AUP better fits the intent of the legislation. This is similar to what the environment is like in Arizona where municipalities are required per legislation to conduct biennial “audits” of their impact fees, but firms complete these as AUP’s instead. The City will need to agree to provide us with written agreement and acknowledgment that the procedures performed are appropriate for its intended purpose.

## Proposed project timeline

The following is a high-level timeline of the project activities. Note that the timeline below is highly dependent on the responsiveness of the City to our questions and requests. We have the capacity and resources available to start immediately!

## Sample project timeline

The following is a high-level timeline of the project activities. Note that the timeline below is highly dependent on the responsiveness of the City to our questions and requests.

| PHASE                    | WK 1 | WK 2 | WK 3 | WK 4 | WK 5 | WK 6 | WK 7 | WK 8 |
|--------------------------|------|------|------|------|------|------|------|------|
| 1. Planning and kick-off |      |      |      |      |      |      |      |      |
| 2. Completing procedures |      |      |      |      |      |      |      |      |
| 3. Reporting             |      |      |      |      |      |      |      |      |

## Deliverables will include:

- 1) A final written report suitable for public posting and Council adoption.
- 2) A plain-language executive summary for public presentation.
- 3) A slide presentation summarizing the procedures/findings for the public hearing (a public hearing is required per the legislation).
- 4) Complete workpapers and reconciliation schedules for City records.

## Acknowledgements:

- 1) We acknowledge that we will enter into a Professional Services Agreement with the City of Seabrook, subject to Council approval.
- 2) The Principal on this engagement, Justin Hoagland, acknowledges that he does not have any contracts for services awarded that have been canceled or terminated for unsatisfactory performance in any respect (see his contact information on page 1). In addition, he does not have any legal proceedings related to any municipal client or municipal projects that were unresolved or active January 1, 2010, to present.

# Appendix A: Resumes



**PRINCIPAL**

# Justin D. Hoagland, CPA

*Justin Hoagland is a principal with Baker Tilly's public sector practice.*

**Baker Tilly US, LLP**

4807 Innovate Lane  
Madison, WI 53718  
United States

T: +1 (608) 240 2497

[justin.hoagland@bakertilly.com](mailto:justin.hoagland@bakertilly.com)

[bakertilly.com](http://bakertilly.com)

## Education

Bachelor of Business  
Administration in accounting  
and finance  
University of Wisconsin–Madison

Justin specializes in providing accounting, auditing, and consulting services to state and local government entities. This includes counties, cities, towns, villages, and other governmental agencies.

## Specific experience

- Prepares financial statements for state and local governments
- Manages financial audits of governmental units
- Performs audits and compilations of Tax Incremental Financing (TIF) districts
- Assists clients with implementation of standards of the Governmental Accounting Standards Board (GASB)
- Performs agreed-upon procedure engagements
- Assists clients with impact fee studies and other impact fee-related engagements
- Licensed CPA

## Industry involvement

- Government Finance Officers Association of Texas (GFOAT)
- American Institute of Certified Public Accountant (AICPA)
- Wisconsin Institute of Certified Public Accountants (WICPA)
- Government Finance Officers Association (GFOA)
- Wisconsin Government Finance Officers Association (WGFOA)

## Continuing professional education

- Public sector accounting and auditing updates sponsored by Baker Tilly
- Audit Watch
- Single audit training sessions
- Wisconsin GFOA conferences and meetings

## SENIOR ASSOCIATE

# Steven Kelly, CPA

*Steven is a senior associate with Baker Tilly's energy and utility practice.*



### **Baker Tilly Advisory Group, LP**

901 MoPac Expressway S  
Suite 100  
Austin, TX 78746  
United States

T: +1 (512) 975 7298  
[steven.kelly@bakertilly.com](mailto:steven.kelly@bakertilly.com)

[bakertilly.com](https://www.bakertilly.com)

## Education

Bachelor of Business  
Administration in accountancy  
Texas State University

Bachelor of Business  
Administration in management  
The University of Texas

Steven specializes in providing auditing and accounting services to utility clients, joint power agencies, municipalities, not-for-profit and river authorities that follow the standards set by the Governmental Accounting Standards Board (GASB) and Financial Accounting Standards Board (FASB).

## Specific experience

- Plans, executes and oversees audit engagements
- Provides financial audit services for not-for-profit, electric, water, stormwater and sewer utilities
- Prepares financial statements and notes for utility and not-for-profit clients
- Assists with the implementation of accounting standards for municipal utilities
- Executes financial risk assessments and internal control evaluations
- Performs agree-upon-procedures related to regulatory compliance for not-for-profit clients as well as impact fees for municipalities

## Industry involvement

- American Institute of Certified Public Accountants (AICPA)

## Community involvement

- Central Texas Foodbank, volunteer
- Landing at Lakeway Condominium Association (LCA), board treasurer

## Continuing professional education

- Public Utilities Accounting 2024
- 2023 Yellow Book Update
- Utility University 2023

June 18, 2026

Gayle Cook  
City Manager  
1700 1<sup>st</sup> St.  
Seabrook, Texas 77586

Dear Ms. Cook:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our, us) as your accountants and business advisors.

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Seabrook, Texas (the City, Client, you, your).

### **Services and Related Report**

We currently expect to perform the agreed-upon procedures below, specified and agreed to by you related to the City's Water and Wastewater Impact Fees. These fees were developed in reports titled Water and Wastewater Capital Improvements Plan and Impact Fee Determination 2021-2030, (the "Study"). Section 395.059 of the Texas Local Government Code requires that before a political subdivision may increase an existing impact fee or adopt a new impact fee for a service area where an impact fee had previously been adopted, the political subdivision must conduct an independent financial audit in accordance with this section. Compliance with all legislative requirements is the responsibility of the City. We will require a representation letter from management that, among other things, will confirm management's responsibility for the fees related to the Study in accordance with Section 395 of the Texas Local Government Code. Prior to the completion of the engagement, you agree to provide us with written agreement and acknowledgment that the procedures performed are appropriate for its intended purpose.

The Agreed Upon Procedures to be performed for the period beginning October 1, 2020, and ending September 30, 2024, are as follows:

- 1) We obtained from the City a detailed listing of impact fee funds collected by category, service area, and year. We compared this listing to the general ledger detail, the annual audited financial statements, the summary of collections provided by the City (Attachment 1), and a detailed listing of building permits issued. We selected a sample of these transactions and performed the following: a) Agreed the category and service area assigned to supporting documentation. b) Agreed the amounts charged to the impact fee schedule passed by City ordinance. c) Traced the amounts charged to the bank statements.
- 2) We obtained from the City a summary of interest income earned on impact fee funds by year, by type (Attachment 2). We agreed this summary to the general ledger detail, annual audited financial statements, and selected a sample of the transactions to trace to the bank statements and/or allocation support. We agreed the amount of interest accumulated related to refunds in Attachment 2 to supporting documentation and recalculated the amount disbursed compared to Section 395.025(d).

3) We obtained from the City a listing of proposed projects by category/service area, identifying if each has been completed or not (Attachment 3). We compared the list to the capital improvements plan(s) included in the impact fee studies covering the 10 years prior to September 30, 2024. We selected a sample of the completed projects (falling within the record retention period of the City) to trace to supporting documentation to confirm the status of completion. For projects not completed, we confirmed if the impact fees were refunded, if required by Section 395.025. Lastly, we confirmed if the City is tracking that impact fees are spent within 10 years after the date of payment, per Section 395.025(c).

4) We agreed the balance of unspent funds at the end of each year provided by the City (Attachment 1) to the annual audited financial statements and bank/investment statements. We recalculated the ending balances and observed that the amounts were shown as restricted net position in the annual audited financial statements.

5) We obtained from the City a detailed listing of expenditures, by category and service area, funded by impact fees. We compared this listing to the general ledger detail, the annual audited financial statements, and the summary of project spending provided by the City (Attachment 1). We selected a sample of these expenditures to trace to an approved project in the capital improvements plan(s), compared the category and service area assigned to supporting documentation, and confirmed that it was an allowable expenditure per Section 395.012.

6) We obtained from the City a listing of waived impact fees under Section 395.016(g) and compared this to the listing of building permits obtained in Procedure #1 that had their impact fees waived. We selected a sample from this listing and inspected documentation confirming its qualification as affordable housing under 42 U.S.C Section 12745 and under any applicable City ordinance(s).

7) We obtained from the City a detailed listing of any requested refunds of impact fees under Section 395.025 and compared the total to Attachment 4. We selected a sample from this detailed listing and compared the City's records related to the decision of disposition to both Section 395.025 and any applicable City ordinances.

8) We obtained from the City a detail listing of impact fees refunded under Section 395.025 and compared the total to Attachment 4 as well as the general ledger detail. We selected a sample from this detailed listing and inspected documentation confirming its qualification under Section 395.025 and any applicable City ordinance(s).

9) We obtained all impact fee studies adopted between the period beginning October 1, 2020, and ending September 30, 2024 from the City and confirmed that they contained a credit under Section 395.014 (7)(A) or (7)(B) of the code. If Section 395.014(A) was used, we compared this calculation to supporting documents and recalculated the credit.

We expect to issue a written report addressed to you upon the completion of our engagement that lists the procedures performed and our findings. You understand that our report is intended solely for your information and use and should not be used by anyone else and that this restriction will be indicated in a separate paragraph in our report. Our report will also contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. If, for any reason, we are unable to complete any of the procedures, or if we determine in our professional judgment the circumstances necessitate, we will describe in our report any restrictions on the performance of the procedures, or may withdraw and decline to issue a report as a result of this engagement.

## **Our Responsibilities and Limitations**

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Determining the sufficiency of the procedures performed and their relationship to the intended purpose of the engagement is solely your responsibility. Consequently, we make no representation regarding the sufficiency of the procedures performed as a part of this engagement either for the intended purpose for which this report has been requested or for any other purpose.

Because the agreed-upon procedures specified do not constitute an examination, audit, or review, we will not express an opinion or conclusion on the City's Water and Wastewater Impact Fees. In addition, we have no obligation to perform any procedures beyond those specified by you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the City's Water and Wastewater Impact Fees that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the City's Water and Wastewater Impact Fees, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination, audit, or review.

### **Management's Responsibilities**

You are responsible for providing us with (1) access to all information of which the appropriate parties are aware is relevant to the performance of the agreed-upon procedures, (2) additional information that we may request from the appropriate parties for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the appropriate parties from whom we determine it necessary to obtain evidence related to the performance of the agreed-upon procedures.

Management is responsible for informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time. Management is also responsible for informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time.

At the conclusion of our engagement, you agree to provide certain representations in the form of a representation letter.

If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, you agree to provide a written representation that you have obtained from those additional specified parties, agreement to the procedures performed and acknowledgment that those procedures are appropriate for their purposes.

### **Nonattest Services**

Prior to or as part of our engagement, it may be necessary for either Baker Tilly US, LLP or Baker Tilly Advisory Group, LP to perform certain nonattest services.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with Baker Tilly US, LLP's or Baker Tilly Advisory Group, LP's performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the services performed.
- > Evaluate the adequacy and results of the nonattest services performed.
- > Accept responsibility for the results of the nonattest services.



- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

## Timing and Fees

Our estimated professional fees for these services will be \$20,000.

In addition to professional fees, our invoices will include (1) our standard technology charge (5% of billings) (2) Travel and other fees related to one onsite presentation at a public hearing, not to exceed \$3,000. Note that there will be no additional charge if the City would like us to present at the public hearing remotely.

We plan to begin our procedures as soon as we receive the necessary information and, unless unforeseeable problems are encountered, the engagement should be completed within 8-weeks after receiving the initial requests. Completion of our work is subject to, among other things, (i) appropriate cooperation from the City's personnel, including timely preparation of necessary schedules and (ii) timely responses to our inquiries. When and if for any reason the City is unable to provide such schedules, information and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the engagement.

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. The City will be obligated to compensate us for all time expended and to reimburse us for all expenditures through the date of termination. In the event that collection procedures are required, the City agrees to be responsible for all expenses of collection including related attorneys' fees.

Our fee estimate is based on certain assumptions. Certain circumstances may arise during the course of our procedures that could significantly affect the targeted completion date or our fee estimate, and additional fees may be necessary as a result. Such circumstances include but are not limited to the following:

- Changes to the timing of the engagement initiated by the City, which may require the reassignment of our personnel.
- The City's failure to provide all information requested by us (i) on the date requested, (ii) in the form acceptable to us, (iii) with no mathematical errors, and (iv) in agreement with the appropriate City records.
- Significant delays in responding to inquiries made of City personnel, or significant changes in City accounting policies or practices, or in the City's accounting personnel, their responsibilities, or their availability.
- Significant delays or errors in the necessary schedules prepared by the City's personnel.
- Implementation of new general ledger software or a new chart of accounts by the City.
- Significant changes in the City's business operations, including business combinations, the creation of new entities, divisions, or subsidiaries within the City, significant new employment or equity agreements, or significant subsequent events. Certain business transactions or changes in business operations or conditions, financial reporting, and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists.
- New financing arrangements or modifications to existing financing arrangements, or significant new federal or state funding.

- Significant deficiencies or material weaknesses in the design or operating effectiveness of the City's internal control over financial reporting.
- Issuance of additional accounting or financial reporting standards subsequent to or effective for the periods covered by this Engagement Letter.
- Circumstances beyond our control.

For new business transactions or changes in business operations or conditions, financial reporting standards may require us to utilize the services of internal or external valuation or tax specialists. This includes matters such as business combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter."

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the Taxes). All applicable Taxes shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this section.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share Confidential Information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your Confidential Information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your Confidential Information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will co-process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between the two entities. Baker Tilly Advisory Group, LP maintains custody of client files for both entities. By executing this Engagement Letter, you hereby consent to the transfer to Baker Tilly Advisory Group, LP of all your Client files, workpapers and work product. Baker Tilly Advisory Group, LP is bound by the same confidentiality obligations as Baker Tilly US, LLP. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at [dataprotectionofficer@bakertilly.com](mailto:dataprotectionofficer@bakertilly.com).

Any additional services that may be requested, and we agree to provide, may be the subject of separate arrangements.

With respect to this Engagement Letter and any information supplied in connection with this Engagement Letter and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, or is information which a reasonable person would deem to be confidential based on the nature of the information and the circumstances surrounding its disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its Confidential Information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Engagement Letter; and (iii) reproduce Confidential Information only as required to perform its obligations under this Engagement Letter. This section shall not apply to information which is (a) publicly known, (b) already known to the Recipient, (c) disclosed to Recipient by a third party without restriction, (d) independently developed, or (e) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries.

We may be required to disclose Confidential Information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City, unless otherwise prohibited. In the event we are requested by the City or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose Confidential Information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City if disclosure of Confidential Information is necessary for peer review purposes.

### **Resolution of Disagreements**

In the unlikely event that differences concerning services, fees, this Engagement Letter or any services subsequently provided to Client by Baker Tilly should arise ("Dispute(s)") that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the Dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the Dispute, then the parties agree that the Dispute shall be settled by binding arbitration to be initiated by the party seeking damages or other permitted relief in any form (the "Claimant"). The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the services in Dispute is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the Arbitration Rules for Professional Accounting and Related Disputes of the AAA (the "Rules") as amended and effective February 1, 2015, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. Any issue concerning the extent to which the Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a panel of three (3) arbitrators, with experience in accounting and auditing matters or resolving accounting and auditing matters. In the thirty (30) days after the arbitration is initiated, the parties shall attempt to mutually agree on the three (3) arbitrators, including one arbitrator who will serve as chair of the panel, and all of whom may be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. If the parties cannot agree on a panel of three (3) arbitrators within the thirty (30) day period, the three (3) arbitrators shall be selected according to Rules A-16(a) and (b) of the Rules except that the AAA shall send an identical list of fifteen (15) names to the parties to the arbitration. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrators upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrators shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any Dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrators shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrators shall be empowered to interpret the applicable statutes of limitations subject to the choice of law provision set forth herein.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

### **Limitation on Damages and Indemnification**

THE LIABILITY (INCLUDING ATTORNEY'S FEES AND ALL OTHER COSTS) OF BAKER TILLY AND ITS PRESENT OR FORMER PARTNERS, PRINCIPALS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS ENGAGEMENT LETTER SHALL NOT EXCEED THE FEES PAID TO BAKER TILLY FOR THE PORTION OF THE WORK TO WHICH THE CLAIM RELATES, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF BAKER TILLY RELATING TO SUCH SERVICES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY. ADDITIONALLY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOST DATA, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, DELAYS OR INTERRUPTIONS ARISING OUT OF OR RELATED TO THIS ENGAGEMENT LETTER EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, City personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

#### **Other Matters**

The documentation for this engagement, including the working papers, is the property of Baker Tilly and constitutes Confidential Information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City hereby authorizes us to do so.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees to Baker Tilly, it is hereby agreed that the City will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly US, LLP for a period of twelve (12) months following the date of conclusion of this engagement. If the City violates this nonsolicitation clause, the City agrees to pay to Baker Tilly a fee of equal to the hired individual's new annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City by Baker Tilly ("Online Offering") constitute the entire agreement between the City and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding the Engagement Letter, please contact Justin Hoagland, the professional on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards. Justin Hoagland is available at 608.240.2497.

Sincerely,

*Baker Tilly US, LLP*

BAKER TILLY US, LLP

The services and terms as set forth in this Engagement Letter are agreed to by:

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City Manager

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June 18, 2026



SEABROOK CITY COUNCIL  
REGULAR CITY COUNCIL MEETING

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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, Jared Sessum, Angela Cervantes (remotely), Summer Sanford, Melanie Deemer, and Guy Rodgers. Also in attendance were: City Manager Gayle Cook, City Secretary Rachel Lewis, and City Attorney David Olson. Pledges were conducted.

## 1. PRESENTATIONS

### 1.1 Presentation of the Lucky Trails Post-Event Report.

Jeremy Fermo of 3 Bros Running presented a report on the event, noting that this was the 22nd year it had been held in Seabrook. He showcased event awards, participant guides, and promotional items that included information about the City of Seabrook. Mr. Fermo reported that event marketing reached audiences in every state and 64 countries, generating approximately 1.9 million social media impressions and increased engagement. He also noted growth in the event ambassador program, which expanded the event's reach.

Mr. Fermo reported that participation increased to 1,440 runners and has grown each year since the event's inception. He provided demographic information on participants, noting that 87.7% traveled from outside Seabrook. He further reported that the event resulted in area hotels being sold out and generated an estimated economic impact of \$51,044.75.

### 1.2 Presentation of the Certificate of Court Clerk Level II to Elva Martinez recognizing her for achieving certification as a Court Clerk Level II by the State of Texas, and acknowledging her professional accomplishment.

Municipal Court Judge Dick Gregg presented the certificate to Elva Martinez recognizing her accomplishment at a Court Clerk Level II.

### 1.3 Presentation of the Annual Review by Carother's Coastal Gardens 501(c)(3) for the Carother's Community Garden project. *Representative from Carother's Coastal Gardens*

Jesse Jones of Carothers Coastal Gardens presented a report on the activities and accomplishments of the Carothers Community Garden. He provided historical background on the garden and discussed the construction of the greenhouse, which was funded through a grant from the Port of Houston. Mr. Jones also reported that the Texas Department of Transportation awarded a grant to the City that was partially attributed to the presence and impact of the community garden.

Mr. Jones highlighted new benches purchased by Coastal Gardens that will be donated to the City and reviewed educational and community programs offered at the garden for both youth and adults.

## **2. PUBLIC COMMENTS AND ANNOUNCEMENTS**

Joe Machol    Seabrook, Tx    Pool bond bids, Fire Station work, Conflict of interest, Municipal fees, Meador Park signs, E. Meyer Construction, fishing on Todville

Mayor Sweeney replied with statements of facts including: There was no conflict of interest, fishing signs were in place, no money is kept in drawers, and there were not two sets of books.

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

Councilmember Deemer announced the following events:

Water Wars on June 20, 2026

Movie Night at Meador Park on June 20, 2026

Chalk the Station on June 27, 2026

4th of July Parade on July 4, 2026

Councilmember Sanford updated on meetings she attended at BAYTRAN, Economic Alliance Port Region, and Harris County Mayor & Council.

Councilmember Sessum reported information from a recent state training he attended dedicated to small cities

He also reported a blood drive event at the Seabrook Volunteer Fire Department on June 29, 2026, and a kickball competition between the fire department and police department on July 24, 2026.

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

City Manager Gayle Cook updated Council on the following:

Parks & Trails Committee, Economic Development Corporation, and Planning & Zoning Commission meeting updates

SH146 at Red Bluff transportation project

Harris County Rail removal project

Pine Gully Pier contract

East Meyer Avenue project

Lyman Street project

Old Wastewater Treatment Plant/Bayside Park

Wildlife park trailhead improvements

Pelican Bay Pool

Carother's East Tract

Rural street preventative maintenance

North Meyer reconstruction

## **3. BID AWARDS**

### **3.1 Consider and take all appropriate action regarding the award of Request for Qualifications (RFQ) 2026-09 for a Financial Audit of the 2021 Impact Fees to Baker Tilly US, LLC and authorize the City Manager to execute the associated contract.**

City Manager Cook requested the item be pulled until more information was received for future presentation. Mayor Sweeney stated the item was pulled from consideration.



- 3.2 Consider and take all appropriate action on the approval of a Request for Proposals (RFP) #2026-07, Health & Welfare, for employee medical and prescription benefits with Blue Cross Blue Shield of Texas (BCBSTX), dental insurance with Aetna, and vision insurance with Superior Vision for plan year 2026-2027 and authorize the City Manager to execute the associated contract documents.

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Motion: To Approve  
Made By: At-Large Position 2 Sessum  
Seconded By: At-Large Position 6 Sanford  
Vote: **Passed** unanimously by all present

---

- 3.3 Consider and take all appropriate action on approval of renewals in Request for Proposals (RFP) #2026-07, Health & Welfare Benefits, for Ancillary Plans to include Life & Disability with Symetra, FSA and COBRA with Surency, Health Saving Account (HSA) with HSA Bank, Legal Protection & ID Theft with LegalShield, Employee Assistance Program (EAP) with Aetna, Voluntary Benefits with Colonial Life, and Long Term Care with Unum for plan year 2026-2027 and authorize the City Manager to execute the associated contract documents.

---

Motion: To Approve  
Made By: At-Large Position 5 Deemer  
Seconded By: At-Large Position 1 Rodgers  
Vote: **Passed** unanimously by all present

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#### 4. CONSENT AGENDA

- 4.1 Approve the minutes of the June 2, 2026 City Council meeting.

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Motion: To Approve the Consent Agenda  
Made By: At-Large Position 6 Sanford  
Seconded By: At-Large Position 2 Sessum  
Vote: **Passed** unanimously by all present

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#### 5. NEW BUSINESS

- 5.1 Consider and take all appropriate action on the purchase of a picnic shelter structure at Wildlife Park from May Recreation Equipment through the purchasing cooperative BuyBoard Contract #781-25 in the amount of \$28,979.00, to recognize and use the Helen Burton Donation fund. This item will require supplemental funding from Capital Improvement Projects (CIP) Fund 28 and will require a CIP amendment.

City Manager Cook explained \$10,000 was the donated amount for this purchase.

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Motion: To Approve  
Made By: At-Large Position 6 Sanford

Seconded By: At-Large Position 5 Deemer  
Vote: **Passed** unanimously by all present

---

**5.2 Consider and take all appropriate action on Resolution 2026-07, Dedication of Land as Open Space and Parkland, 715 Main Street.**

---

Motion: To Approve  
Made By: At-Large Position 2 Sessum  
Seconded By: At-Large Position 6 Sanford  
Vote: **Passed** unanimously by all present

---

**5.3 Consider and take all appropriate action on first and final reading of Ordinance 2026-09, Budget Amendment No. 3, Amending the Budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026 for General Fund, Hotel Occupancy Tax (HOT) Fund, Public Educational and Governmental Fund (PEG), Economic Development Corporation (EDC) Fund, and General Fund Vehicle Equipment Replacement Fund.**

Mayor Sweeney read the corrected amount of \$723,502.81 into the record. City Manager Cook explained the additional expenditures included in the amendment and outlined the reallocation of previously approved expenses.

---

Motion: To Approve with corrected amount  
  
Made By: At-Large Position 6 Sanford  
  
Seconded By: At-Large Position 5 Deemer  
  
Vote: **Passed** with Councilmembers Rodgers, Sessum, Sweeney, Deemer, and Sanford voting in favor, and Councilmember Cervantes voting opposed.

---

**5.4 Consider and take all appropriate action regarding Amendment No. 2 to the Fiscal Year 2026 Capital Improvement Program.**

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Motion: To Approve the original amount of \$28,000  
Made By: At-Large Position 4 Cervantes  
Seconded By: At-Large Position 6 Sanford  
Vote: **Passed** unanimously by all present

---

**6. OLD BUSINESS**

**6.1 Consider and take all appropriate action on selecting a Mayor Pro Tem for 2026-2027.**

Mayor Sweeney stated this item would be pulled for consideration until newly elected new Councilmember was seated.

**7. EXECUTIVE SESSION**

Mayor Sweeney announced no closed session was needed.

**8. OPEN SESSION**

No return to open session was needed.

**9. ROUTINE BUSINESS**

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

City Secretary Lewis informed Council of the upcoming meeting schedule, including a special meeting to canvass the runoff election on June 24, 2026, at 6:00 p.m.; a special budget workshop on June 30, 2026, at 6:00 p.m.; the next regular City Council meeting on July 7, 2026, at 6:00 p.m.; and an additional special meeting on July 8, 2026, at 6:00 p.m.

APPROVED:

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

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

ATTEST:

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



MEETING MINUTES  
JUNE 24, 2026

SEABROOK CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING

Mayor Jim Sweeney called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Jim Sweeney, Jared Sessum, Angela Cervantes, Summer Sanford, Melanie Deemer, Guy Rodgers. Also in attendance were: City Manager Gayle Cook, City Secretary Rachel Lewis, and Deputy City Manager Sean Landis. Mayor Jim Sweeney declared a quorum and pledges were conducted.

**1. PUBLIC COMMENTS AND ANNOUNCEMENTS**

There were no citizen comments.

**2. NEW BUSINESS**

- 2.1 Consider and take all appropriate action on a first and final reading of Ordinance 2026-17, an ordinance canvassing the returns of the General Runoff Election on June 13, 2026.**

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|              |                                          |
|--------------|------------------------------------------|
| Motion:      | To Approve                               |
| Made By:     | At-Large Position 6 Sanford              |
| Seconded By: | At-Large Position 2 Sessum               |
| Vote:        | <b>Passed</b> unanimously by all present |

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- 2.2 Administration of the Oath of Office to newly elected member for Council Position 3, and issuance of the Certificate of Election.**

Judge Dick Gregg administered the Oath of Office and Statement of Elected Officer. Councilmember Byron Hanssen was issued his Certificate of Election and took his seat on the dais.

**3. ADJOURN MEETING**

There being no further business, Mayor Sweeney adjourned the meeting at 6:09 pm.

APPROVED: \_\_\_\_\_

Jim Sweeney  
Mayor

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

ATTEST: \_\_\_\_\_

Rachel Lewis, TRMC  
City Secretary

**CITY OF SEABROOK  
ORDINANCE NO. 2026-16**

**AMENDMENT NO. 3  
AMENDING THE BUDGET FOR THE FISCAL YEAR  
BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026  
FOR CITY DEPARTMENT ENCUMBRANCES**

**AN ORDINANCE AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026 BY AUTHORIZING CERTAIN ADDITIONS IN THE AMOUNT OF \$ 723,502.81 FOR GENERAL FUND, HOTEL OCCUPANCY TAX FUND, PUBLIC EDUCATIONAL AND GOVERNMENTAL FUND, ECONOMIC DEVELOPMENT CORPORATION FUND, AND GENERAL FUND VEHICLE EQUIPMENT REPLACEMENT FUND; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO FACILITATE THE CHANGES IDENTIFIED; AND FINDING AVAILABLE UNENCUMBERED FUNDS FOR THE SUPPLEMENTAL APPROPRIATION AND/OR RESERVE REDUCTION.**

**WHEREAS**, the City Council of the City of Seabrook Approved Budget Ordinance 2025-17 on September 25, 2025; and

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

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

**WHEREAS**, such expenditures will occur subsequent to the adoption of the 2025/26 budget and will require formal appropriations; and

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

**WHEREAS**, the City Council finds it in the public interest to amend the total Fiscal Year 2025/26. Operating Budget for the General Fund, Hotel Occupancy Tax Fund, Public Educational and Governmental Fund, Economic Development Corporation Fund and General Fund Vehicle Equipment Replacement Fund and by adjusting various budget accounts as outlined in **Exhibit "A"**



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

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

**THAT**, the 2025/26 Adopted Budget for the City of Seabrook for the period beginning on October 1, 2025 and ending on September 30, 2026 is hereby amended by decreasing and increasing various funds and department line items in the total amount of \$ 723,502.81 as set out in **Exhibit “A”, Budget Amendment # 3** to FY 2026 attached hereto and incorporated herein.

**PASSED, AND APPROVED** with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10, on first and final reading this **16<sup>th</sup> day of June, 2026**.



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James J. Sweeney  
Mayor

ATTEST:



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Rachel Lewis, TRMC  
City Secretary

APPROVED AS TO FORM:

/s/ David Olson

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David Olson  
City Attorney

# ORDINANCE 2026-09 Budget Amendment #3

Attachment A

## General Fund, Hotel Occupancy Tax Fund, Public Educational and Governmental Fund, Economic Development Corporation Fund, and General Fund Vehicle Equipment Replacement Fund

AMENDMENT NO. 3 TO THE BUDGET OF THE CITY OF SEABROOK, TEXAS FOR THE FISCAL YEAR 2025-26

REVISED FROM POSTED ATTACHMENT 6-16-2026

| Department                                      | Fund    | General Ledger Account Number  | General Ledger Account Name      | Expenditure Budget Amendment Description                                                               | 2025-26 Budget | Amendment Amount     | 2025-26 Amended Budget |
|-------------------------------------------------|---------|--------------------------------|----------------------------------|--------------------------------------------------------------------------------------------------------|----------------|----------------------|------------------------|
| Finance                                         | General | 001-1101-30100                 | Salaries                         | Unbudgeted Accrual Final Check and FTE Financial Analyst mid-year additional for remaining fiscal year | \$ 350,882.00  | \$48,621.00          | \$ 399,503.00          |
| Finance                                         | General | 001-1101-31000                 | FICA                             | FTE Financial Analyst                                                                                  | \$ 26,881.00   | \$2,420.00           | \$ 29,301.00           |
| Finance                                         | General | 001-1101-32100                 | Retirement                       | FTE Financial Analyst                                                                                  | \$ 52,008.00   | \$4,669.00           | \$ 56,677.00           |
| Finance                                         | General | 001-1101-31200                 | Insurance                        | FTE Financial Analyst                                                                                  | \$ 55,464.00   | \$2,960.00           | \$ 58,424.00           |
| Fire                                            | General | 001-2300-51800                 | Maint Bldgs & Grounds            | HVAC Heater Unit at Fire Station                                                                       | \$ 28,000.00   | \$ 24,512.00         | \$ 52,512.00           |
| Community Development                           | General | 001-1600-52400                 | Contract Svcs-Mowing/Demolition  | Demolition of Property at 1209 Hardesty Ave                                                            | \$ 5,000.00    | \$ 18,335.50         | \$ 23,335.50           |
|                                                 |         | 001-32110                      | Fund Balance                     |                                                                                                        |                | \$ (101,517.50)      | \$ (101,517.50)        |
|                                                 |         |                                |                                  | <b>Total General Fund Amendment</b>                                                                    |                | <b>\$ 101,517.50</b> |                        |
| Hotel Occupancy Tax                             | HOT     | 215-1150-50100                 | Advertising                      | Soccer Ball - World Soccer Tournament                                                                  | \$ 24,700.00   | \$ 15,000.00         | \$ 39,700.00           |
|                                                 |         | 215-32100                      | Fund Balance                     |                                                                                                        |                | \$ (15,000.00)       | \$ (15,000.00)         |
|                                                 |         |                                |                                  | <b>Total Special Fund Amendment</b>                                                                    |                | <b>\$ 15,000.00</b>  |                        |
| Public Educational and Governmental             | PEG     | 283-3830-60200                 | Equipment                        | Upgrade to Council AV Equipment for Boards and Commissions                                             | \$ -           | \$ 45,887.00         | \$ 45,887.00           |
|                                                 |         | 283-3830-4150                  | Small Tools and Equipment        | Chairs in Council Chambers                                                                             | \$ 3,512.00    | \$ 22,235.71         | \$ 25,747.71           |
|                                                 |         | 283-3830-4150                  | Small Tools and Equipment        | Handheld Microphone Replacements with Chargers                                                         | \$ 25,747.71   | \$ 1,409.20          | \$ 27,156.91           |
|                                                 |         | 283-32110                      | Fund Balance                     |                                                                                                        |                | \$ (69,531.91)       | \$ (69,531.91)         |
|                                                 |         |                                |                                  | <b>Total Special Fund Amendment</b>                                                                    |                | <b>\$ 69,531.91</b>  |                        |
| Economic Development Corporation                | EDC     | 770-5071-60350 (New Line Item) | Infrastructure                   | Bollards and Chains SH 146                                                                             | \$ -           | \$ 19,038.99         | \$ 19,038.99           |
|                                                 |         | 770-5071-60350                 | Infrastructure                   | Local Match for BUILD Grant (Main St Design)                                                           | \$ 19,038.99   | \$ 200,000.00        | \$ 219,038.99          |
|                                                 |         | 770-5071-56200                 | Community Development Incentives | Additional Approved and Expensed Incentives                                                            | \$ 502,114.00  | \$ 305,881.49        | \$ 807,995.49          |
|                                                 |         | 770-32110                      | Fund Balance                     |                                                                                                        |                | \$ (524,920.48)      | \$ (524,920.48)        |
|                                                 |         |                                |                                  | <b>Total Special Fund Amendment</b>                                                                    |                | <b>\$ 524,920.48</b> |                        |
| General Fund Vehicle Equipment Replacement Fund | GFVERF  | 684-1840-60240                 | Vehicles Emergency Services      | Upfit 2026 Traverse Emergency Services                                                                 | \$ 44,000.00   | \$ 7,532.92          | \$ 51,532.92           |
|                                                 |         | 684-1840-60240                 | Vehicles Emergency Services      | Decommission 2016 Tahoe and upfit 2018 Silverado 1500                                                  | \$ 51,532.92   | \$ 5,000.00          | \$ 56,532.92           |
|                                                 |         | 684-32110                      | Fund Balance                     |                                                                                                        |                | \$ (12,532.92)       | \$ (12,532.92)         |
|                                                 |         |                                |                                  | <b>Total Special Fund Amendment</b>                                                                    |                | <b>\$ 12,532.92</b>  |                        |
|                                                 |         |                                |                                  | <b>Total Amendments</b>                                                                                |                | <b>\$ 723,502.81</b> |                        |



## *Agenda Briefing*

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**Date of Meeting:** July 7, 2026

**Responsible Department:** Community Development

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

**Briefing Prepared By:** Sean Landis

**Strategic Focus Area:**

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### **General Information:**

Consider and take all appropriate action on the first reading of Ordinance 2026-07 amending the Code of Ordinances of the City of Seabrook, Texas, by revising Chapter 18, “Buildings and Building Regulations,” Division 6, “Plumbing,” through the creation of Section 18-339, titled “Temporary Portable Restroom Units.” The proposed amendment establishes regulations governing the permitting, placement, maintenance, and enforcement of temporary portable restroom units for construction sites, public events, residential uses, and certain permanent installations.

### **Executive Summary / Background:**

During the Special Joint City Council and Planning & Zoning Commission Workshops held on November 13, 2025, and April 7, 2026, Council members and Commissioners discussed potential amendments to the Seabrook Code of Ordinances regarding the use and placement of portable sanitation facilities, including portalets, portable toilets, and trailer-mounted restroom units.

The discussions focused on clarifying the intent of potential regulations and identifying standards that would address community concerns while preserving the ability to utilize portable sanitation facilities for legitimate temporary purposes. Council members and Commissioners generally agreed that any ordinance should regulate the circumstances under which portable restroom facilities may be used rather than impose a blanket prohibition. Members recognized that such facilities serve important functions during construction activities, special events, emergency situations, and other temporary circumstances where permanent restroom facilities may not be available.

At the same time, concerns were expressed regarding the long-term or permanent placement of portable sanitation facilities and the potential impacts on adjacent properties, public health, aesthetics, and neighborhood character. Workshop discussions

also highlighted the distinction between various types of portable restroom units. Portalets and portable toilets are commonly associated with construction sites and short-term uses, while trailer-mounted restroom units typically provide enhanced sanitary accommodations and are frequently utilized for permitted events and larger temporary gatherings. Members noted that these differences may warrant separate regulatory treatment based on the intended use and operational characteristics of each facility type.

Additional topics discussed included establishing reasonable duration limits, restricting placement within residential areas except when associated with active construction or approved temporary activities, ensuring adequate sanitation through handwashing requirements, and maintaining clear and enforceable regulations. Participants also emphasized the importance of maintaining consistency with existing zoning, nuisance, and code enforcement provisions contained within the City's Code of Ordinances.

On November 13, 2025, the City Council and Planning & Zoning Commission directed staff to prepare draft ordinance language regulating portable sanitation facilities. Staff were instructed to develop clear definitions distinguishing the various types of units and to evaluate regulatory options related to permitted uses, duration limits, placement standards, and operational requirements.

During the April 7, 2026, Joint City Council and Planning & Zoning Commission Workshop, members reviewed the draft ordinance prepared by staff and reached consensus that the proposed regulations were generally acceptable, subject to the following modifications:

1. Revise the required removal deadline for temporary restroom facilities following a special event from twenty-four (24) hours to forty-eight (48) hours.
2. Add provisions establishing minimum handwashing facility requirements when temporary restroom facilities are utilized.
3. Add provisions requiring the removal or securing of temporary restroom facilities in advance of significant storm events, hurricanes, tropical storms, or other severe weather conditions when directed by the City.

Staff incorporated these revisions into the final draft ordinance.

Pursuant to the direction provided by the City Council and Planning & Zoning Commission, City staff prepared the final Temporary Restroom Ordinance and presented the proposed regulations to the Planning & Zoning Commission at its May 21, 2026, meeting. Following discussion and deliberation, the Planning & Zoning Commission voted unanimously to recommend approval of the ordinance as presented.

**Funding / Fiscal Information:**

**Supporting Materials Attached:**

1. Ordinance 2026-07
2. Planning and Commission Official Report
3. Draft Ordinance Language Highlighted Changes

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

The Planning and Zoning Commission at the May 21, 2026, meeting recommended approval by unanimous consent.

**Staff Recommendation:**



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**AN ORDINANCE OF THE CITY OF SEABROOK, TEXAS, AMENDING THE SEABROOK CITY CODE OF ORDINANCES BY REVISING CHAPTER 18, “BUILDINGS AND BUILDING REGULATIONS,” DIVISION 6, “PLUMBING,” OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK BY CREATING SECTION 18-339 TITLED “TEMPORARY PORTABLE RESTROOM UNITS”; PROVIDING REGULATIONS FOR PERMITTING, PLACEMENT, MAINTENANCE, AND ENFORCEMENT FOR CONSTRUCTION SITES, PUBLIC EVENTS, RESIDENTIAL USES, AND CERTAIN PERMANENT INSTALLATIONS; PROVIDING FOR A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council and Planning and Zoning Commission of the City of Seabrook is continually reviewing the provisions of the Code of Ordinances relating to the elimination of hazards, nuisances and other circumstances which negatively impact the health, safety and well-being of residents, citizens and inhabitants; and

**WHEREAS**, the Planning and Zoning Commission of the City of Seabrook has conducted a public hearing, received input from staff and is of the opinion and has issued its final report that the amendments hereto are necessary for the public safety, health and welfare and for protection of the residents; and

**WHEREAS,** the City Council finds that it is of paramount interest to protect public health, safety, property, and the general welfare of the public by updating its building, as referenced hereafter; and

**WHEREAS**, the Planning and Zoning Commission recommended approval of this amendment at its meeting of May 21, 2026, and has made its final report; and

**WHEREAS**, all public notices have been posted, published and all required hearings on this matter have been held in accordance with the city's ordinance and law; now, therefore,

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

**SECTION 1. FINDING OF FACT.**

That 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 OF ORDINANCE BY REVISING CHAPTER 18 “BUILDINGS AND BUILDING REGULATIONS”, DIVISION 6, “PLUMBING,” OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK BY CREATING SECTION 18-339 TITLED “TEMPORARY PORTABLE RESTROOM UNITS”; PROVIDING REGULATIONS FOR PERMITTING, PLACEMENT, MAINTENANCE, AND ENFORCEMENT FOR CONSTRUCTION SITES, PUBLIC EVENTS, RESIDENTIAL USES, AND CERTAIN PERMANENT INSTALLATIONS:**

**Sec. 18-339. Portable Restroom Units.**

**(a) Purpose and Authority.**

1. **This section is adopted pursuant to the City’s police powers under the Texas Constitution and applicable state law to protect public health, safety, welfare, sanitation, environmental quality, and community standards.**
2. **The regulations contained herein are intended to establish uniform, objective standards governing the placement, use, servicing, and maintenance of portable restroom units within the City.**
3. **Nothing in this section shall be construed to authorize any use prohibited by the Zoning Ordinance or other applicable law.**

**(b) Definitions.**

**For purposes of this section:**

1. **Portable Toilet means a self-contained, non-plumbed, movable sanitation unit designed for single-user occupancy and not connected to a permanent wastewater system.**
2. **Trailer Restroom Unit means a sanitation facility constructed on or mounted to a trailer or mobile chassis for transport and temporary placement.**
3. **Long-Term Installation means a portable toilet or trailered restroom unit:**  
**(a) located on the same property for more than ninety (90) consecutive days; or**  
**(b) located on the same property for an aggregate of more than ninety (90) days within any twelve (12) month period.**
4. **Licensed Servicing Provider means an entity authorized under Texas law to transport and dispose of sewage and holding tank waste and registered with the City, if required.**
5. **Construction Site means property subject to an active, valid building, demolition, or infrastructure permit issued by the City.**

- 86       6. Event means a temporary gathering reasonably expected to involve more than fifty  
87       (50) persons on private or public property.

88 (c) Permit Requirement.

- 89  
90       1. General Rule. No person shall place, install, maintain, or allow the placement of a  
91       portable toilet or trailered restroom unit within the City without first obtaining a  
92       portable restroom permit, unless expressly exempted.
- 93       2. Property Owner Responsibility. The property owner and the person placing the unit  
94       shall be jointly and severally responsible for compliance.
- 95       3. Exemptions. A permit is not required for:  
96       (a) Units located on an active construction site complying with subsection (f);  
97       (b) Units placed by the City or another governmental entity for governmental  
98       purposes;  
99       (c) Units deployed during a declared emergency or disaster response.
- 100      4. Application Requirements. An application shall include:  
101      (a) A scaled site plan showing location, setbacks, screening, and service access;  
102      (b) Duration of use;  
103      (c) Written property owner authorization, if applicant is not owner;  
104      (d) Identification of the licensed servicing provider.
- 105      5. Administrative Decision. The Building Official shall approve the permit if the  
106      application demonstrates compliance with this section and shall deny the permit if  
107      the application fails to meet objective requirements.
- 108      6. Duration. Temporary permits shall not exceed ninety (90) days unless otherwise  
109      authorized by Special Use Permit.

110 (d) Objective Placement Standards.

111  
112 All units shall:

- 113  
114      1. Be located at least ten feet (10') from all property lines;
- 115      2. Be located at least fifty feet (50') from waterways, drainage ditches, storm drains, or  
116      inlets;
- 117      3. Be placed on stable, level ground;
- 118      4. Be secured or stabilized to prevent tipping or displacement;
- 119      5. Not block required parking spaces, ADA-accessible routes, fire lanes, public rights-  
120      of-way, or required means of egress;

6. Maintain unobstructed access for servicing vehicles;
7. Comply with all applicable accessibility requirements under federal and state law;
8. Comply with all applicable floodplain requirements under federal, state and local law.

Failure to comply with any placement requirement constitutes a separate violation per unit.

(e) Screening.

1. Units located on residential or commercially zoned property for more than forty-eight (48) hours shall be screened from public street view by fencing, landscaping, or placement behind a structure where physically feasible.
2. Screening shall not obstruct required access or violate other City codes.
3. The screening requirement shall not apply to construction sites during active permitted construction.

(f) Construction Sites.

1. At least one (1) portable toilet shall be provided when permanent restroom facilities are not available.
2. Servicing shall occur at least once every seven (7) days.
3. Units shall be removed within seven (7) days after issuance of a Certificate of Occupancy or expiration or final inspection of the permit.

(g) Events.

1. Portable restroom facilities shall be provided at a minimum ratio of:
  - (a) One (1) unit per seventy-five (75) attendees for events four (4) hours or less;
  - (b) One (1) unit per fifty (50) attendees for events exceeding four (4) hours.
2. At least five percent (5%) of required units, and no fewer than one (1), shall be ADA-accessible.
3. Units shall be removed within forty-eight (48) hours after event conclusion.

(h) Residential Temporary Use.

1. Portable restroom units on residential property not associated with active construction shall not exceed seventy-two (72) consecutive hours within any thirty (30) day period.

2. Units shall not be used as a substitute for required plumbing fixtures under adopted building codes.

**(i) Long-Term Installations – Special Use Permit Required.**

1. A Long-Term Installation requires approval of a Special Use Permit (SUP) by City Council.

**For purposes of this section**

**(a) City Council Hearing:**

1. The City Council shall consider the application at a hearing conducted in accordance with the Texas Open Meetings Act.
  2. The City Council shall evaluate the required findings set forth in this section.
  3. The City Council may approve, approve with conditions, or deny the Special Use Permit application.
2. The applicant bears the burden of demonstrating compliance with all approval criteria.
3. Required Findings. City Council must find:
- (a) The installation will not create a public health hazard;
  - (b) The installation will not materially interfere with surrounding property use;
  - (c) Adequate wastewater servicing is secured;
  - (d) The installation is necessary due to documented hardship or absence of feasible permanent facilities.
4. Conditions. The SUP may require:
- (a) Concrete or paved pad;
  - (b) Six-foot (6') opaque screening;
  - (c) ADA accessibility where required by law;
  - (d) Lighting;
  - (e) Periodic review;
  - (f) Expiration date.
5. Annual Renewal. All Long-Term Installations shall require annual renewal demonstrating continued compliance.
6. Revocation. The City may revoke an SUP upon failure to maintain sanitary conditions, violation of placement or servicing requirements, creation of a nuisance, or failure to renew. Revocation shall follow written notice and opportunity to cure, except where an imminent health risk exists.

**(j) Maintenance and Prohibited Acts.**

1. **All units shall be maintained in sanitary, leak-free condition.**
2. **Only a Licensed Servicing Provider may remove or dispose of waste.**
3. **It is unlawful to:**
  - (a) Discharge wastewater onto the ground;**
  - (b) Discharge wastewater into storm drainage;**
  - (c) Tamper with or overturn a unit;**
  - (d) Remove a City notice or stop order.**

**(k) Temporary Handwashing Facilities.**

**Temporary handwashing facilities shall be provided in conjunction with all temporary restroom facilities and shall be located in close proximity to ensure convenient access for users. Handwashing stations must be compatible with the scale and capacity of the temporary restroom facilities provided and maintained in a clean, sanitary, and operable condition at all times.**

**Each handwashing station shall be equipped with:**

- 1. Potable water delivered through a hands-free or manually operated spigot,**
- 2. Soap or other approved cleansing agents,**
- 3. Single-use paper towels or hand-drying devices, and**
- 4. A waste receptacle for disposal of used materials.**

**The number of handwashing stations shall be proportionate to the number of temporary restroom units, at a minimum ratio of one (1) handwashing station per every Six (6) restroom units, unless otherwise approved by the City.**

**All facilities shall be serviced regularly to ensure adequate supplies and proper wastewater disposal.**

**(l) Storm Event Removal Requirement.**

**All temporary restroom facilities, including portable toilets, hand-washing stations, and trailer-mounted restroom units, shall be removed from the site upon the issuance of a tropical storm or hurricane watch or warning affecting any portion of the City or adjacent surrounding areas, as issued by the National Weather Service.**

**Removal shall be completed within a reasonable timeframe following the issuance of such watch or warning, but in no case later than forty-eight (48) hours prior to the anticipated onset of tropical storm force winds in the City, as projected by official forecasts.**



The owner, operator, permit holder, or person responsible for the site shall be responsible for ensuring timely removal of all units. No temporary restroom facility shall remain on-site during the duration of a tropical storm or hurricane event.

Facilities may be returned to the site only after the expiration of all applicable watches or warnings and when conditions are deemed safe for reinstallation.

Failure to comply with this requirement may result in enforcement action, including but not limited to citation, revocation of permits, or removal by the City at the owner's expense.

This requirement shall not apply where the City or emergency management authority has expressly authorized temporary restroom facilities for emergency response, disaster relief, or public safety purposes.

(m) Inspection Authority.

The City may inspect portable restroom units at reasonable times to ensure compliance. Refusal to permit lawful inspection constitutes a violation.

(n) Enforcement.

1. Each day a violation continues constitutes a separate offense.
2. A violation is punishable by a fine not to exceed five hundred dollars (\$500.00) per day, per violation.
3. The City may issue stop-use orders, suspend or revoke permits, remove units posing imminent health threats, seek injunctive relief, and recover abatement costs.
4. If a unit poses an immediate threat to public health or safety, the City may summarily remove or abate the unit without prior notice. The property owner shall be liable for all associated costs.

(o) Enforcement and Penalties.

1. This section shall be enforced by the Building Official, Code Enforcement Officer or Police Officer.
2. Any violation of this section shall constitute a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00) per day, per violation.
3. The city may summarily remove or abate any portable restroom unit that poses an imminent threat to public health or safety.

**SECTION 4. PENALTY CLAUSE; INCLUSION INTO THE CODE.**

This Ordinance is hereby incorporated into and made a part of the Seabrook City Code. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not more than Five Hundred Dollars (\$500.00) per offense. Each day of violation shall constitute a separate offense.

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

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

**SECTION 6. SEVERABILITY.**

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

**SECTION 7. NOTICE BY PUBLICATION**

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 on first reading with a quorum present, by an affirmative vote of a majority of Council Members present, in accordance with Seabrook City Charter Section 2.10 on this 7<sup>th</sup> day of July 2026.

PASSED AND APPROVED on final reading with a quorum present, by an affirmative vote of a majority of Council Members present, in accordance with Seabrook City Charter Section 2.10 on this 21<sup>st</sup> day of July 2026.

By: \_\_\_\_\_  
James J. Sweeney, Mayor

{Signatures on Following Page}

319 ATTEST:

320

321

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

323 Rachel Lewis, TRMC

324 City Secretary

325

326

327 APPROVED AS TO FORM:

328

329

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

331 David Olson

332 City Attorney

## Planning & Zoning Commission OFFICIAL REPORT

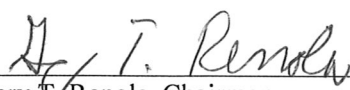
The Planning and Zoning Commission of the City of Seabrook met on May 21, 2026 to hold a meeting to consider:

Consider and take all appropriate action on a request to amend the Code of Ordinances of the City of Seabrook, Texas, by revising Chapter 18, "Buildings and Building Regulations," Division 6, "Plumbing," through the creation of Section 18-339, titled "Temporary Portable Restroom Units." The proposed amendment establishes regulations governing the permitting, placement, maintenance, and enforcement of temporary portable restroom units for construction sites, public events, residential uses, and certain permanent installations.

### 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 May 21, 2026, 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    | ✓          |            |                  |               | GR             |
| Ed Klein       | ✓          |            |                  |               | EK             |
| Jared Justus   | ✓          |            |                  |               | JJ             |
| Scott Mixon    |            |            |                  | ✓             |                |
| Scott Reynolds | ✓          |            |                  |               | SR             |
| Russ Rhodes    | ✓          |            |                  |               | RR             |

  
\_\_\_\_\_  
Gary T. Renola, Chairman  
Planning & Zoning Commission

ATTEST:  
  
\_\_\_\_\_  
Ranya Botros  
Community & Economic Development  
Coordinator

## Sec. 18-339. Portable Restroom Units.

### (a) Purpose and Authority.

1. This section is adopted pursuant to the City's police powers under the Texas Constitution and applicable state law to protect public health, safety, welfare, sanitation, environmental quality, and community standards.
2. The regulations contained herein are intended to establish uniform, objective standards governing the placement, use, servicing, and maintenance of portable restroom units within the City.
3. Nothing in this section shall be construed to authorize any use prohibited by the Zoning Ordinance or other applicable law.

### (b) Definitions.

#### For purposes of this section:

1. Portable Toilet means a self-contained, non-plumbed, movable sanitation unit designed for single-user occupancy and not connected to a permanent wastewater system.
2. Trailer Restroom Unit means a sanitation facility constructed on or mounted to a trailer or mobile chassis for transport and temporary placement.
3. Long-Term Installation means a portable toilet or trailered restroom unit:  
(a) located on the same property for more than ninety (90) consecutive days; or  
(b) located on the same property for an aggregate of more than ninety (90) days within any twelve (12) month period.
4. Licensed Servicing Provider means an entity authorized under Texas law to transport and dispose of sewage and holding tank waste and registered with the City, if required.
5. Construction Site means property subject to an active, valid building, demolition, or infrastructure permit issued by the City.
6. Event means a temporary gathering reasonably expected to involve more than fifty (50) persons on private or public property.

### (c) Permit Requirement.

1. General Rule. No person shall place, install, maintain, or allow the placement of a portable toilet or trailered restroom unit within the City without first obtaining a portable restroom permit, unless expressly exempted.

2. Property Owner Responsibility. The property owner and the person placing the unit shall be jointly and severally responsible for compliance.
3. Exemptions. A permit is not required for:
  - (a) Units located on an active construction site complying with subsection (f);
  - (b) Units placed by the City or another governmental entity for governmental purposes;
  - (c) Units deployed during a declared emergency or disaster response.
4. Application Requirements. An application shall include:
  - (a) A scaled site plan showing location, setbacks, screening, and service access;
  - (b) Duration of use;
  - (c) Written property owner authorization, if applicant is not owner;
  - (d) Identification of the licensed servicing provider.
5. Administrative Decision. The Building Official shall approve the permit if the application demonstrates compliance with this section and shall deny the permit if the application fails to meet objective requirements.
6. Duration. Temporary permits shall not exceed ninety (90) days unless otherwise authorized by Special Use Permit.

(d) Objective Placement Standards.

All units shall:

1. Be located at least ten feet (10') from all property lines;
2. Be located at least fifty feet (50') from waterways, drainage ditches, storm drains, or inlets;
3. Be placed on stable, level ground;
4. Be secured or stabilized to prevent tipping or displacement;
5. Not block required parking spaces, ADA-accessible routes, fire lanes, public rights-of-way, or required means of egress;
6. Maintain unobstructed access for servicing vehicles;
7. Comply with all applicable accessibility requirements under federal and state law;
8. Comply with all applicable floodplain requirements under federal, state and local law.

Failure to comply with any placement requirement constitutes a separate violation per unit.



**(e) Screening.**

1. **Units located on residential or commercially zoned property for more than forty-eight (48) hours shall be screened from public street view by fencing, landscaping, or placement behind a structure where physically feasible.**
2. **Screening shall not obstruct required access or violate other City codes.**
3. **The screening requirement shall not apply to construction sites during active permitted construction.**

**(f) Construction Sites.**

1. **At least one (1) portable toilet shall be provided when permanent restroom facilities are not available.**
2. **Servicing shall occur at least once every seven (7) days.**
3. **Units shall be removed within seven (7) days after issuance of a Certificate of Occupancy or expiration or final inspection of the permit.**

**(g) Events.**

1. **Portable restroom facilities shall be provided at a minimum ratio of:**  
**(a) One (1) unit per seventy-five (75) attendees for events four (4) hours or less;**  
**(b) One (1) unit per fifty (50) attendees for events exceeding four (4) hours.**
2. **At least five percent (5%) of required units, and no fewer than one (1), shall be ADA-accessible.**
3. **Units shall be removed within forty-eight (48) hours after event conclusion.**

**(h) Residential Temporary Use.**

1. **Portable restroom units on residential property not associated with active construction shall not exceed seventy-two (72) consecutive hours within any thirty (30) day period.**
2. **Units shall not be used as a substitute for required plumbing fixtures under adopted building codes.**

**(i) Long-Term Installations – Special Use Permit Required.**

1. **A Long-Term Installation requires approval of a Special Use Permit (SUP) by City Council.**

**For purposes of this section**

**(a) City Council Hearing:**

- 1. The City Council shall consider the application at a hearing conducted in accordance with the Texas Open Meetings Act.**
  - 2. The City Council shall evaluate the required findings set forth in this section.**
  - 3. The City Council may approve, approve with conditions, or deny the Special Use Permit application.**
- 2. The applicant bears the burden of demonstrating compliance with all approval criteria.**
  - 3. Required Findings. City Council must find:**
    - (a) The installation will not create a public health hazard;**
    - (b) The installation will not materially interfere with surrounding property use;**
    - (c) Adequate wastewater servicing is secured;**
    - (d) The installation is necessary due to documented hardship or absence of feasible permanent facilities.**
  - 4. Conditions. The SUP may require:**
    - (a) Concrete or paved pad;**
    - (b) Six-foot (6') opaque screening;**
    - (c) ADA accessibility where required by law;**
    - (d) Lighting;**
    - (e) Periodic review;**
    - (f) Expiration date.**
  - 5. Annual Renewal. All Long-Term Installations shall require annual renewal demonstrating continued compliance.**
  - 6. Revocation. The City may revoke an SUP upon failure to maintain sanitary conditions, violation of placement or servicing requirements, creation of a nuisance, or failure to renew. Revocation shall follow written notice and opportunity to cure, except where an imminent health risk exists.**

**(j) Maintenance and Prohibited Acts.**

- 1. All units shall be maintained in sanitary, leak-free condition.**
- 2. Only a Licensed Servicing Provider may remove or dispose of waste.**
- 3. It is unlawful to:**
  - (a) Discharge wastewater onto the ground;**
  - (b) Discharge wastewater into storm drainage;**

- (c) Tamper with or overturn a unit;
- (d) Remove a City notice or stop order.

**(k) Temporary Handwashing Facilities.**

Temporary handwashing facilities shall be provided in conjunction with all temporary restroom facilities and shall be located in close proximity to ensure convenient access for users. Handwashing stations must be compatible with the scale and capacity of the temporary restroom facilities provided and maintained in a clean, sanitary, and operable condition at all times.

Each handwashing station shall be equipped with:

1. Potable water delivered through a hands-free or manually operated spigot.
2. Soap or other approved cleansing agents.
3. Single-use paper towels or hand-drying devices, and
4. A waste receptacle for disposal of used materials.

The number of handwashing stations shall be proportionate to the number of temporary restroom units, at a minimum ratio of one (1) handwashing station per every Six (6) restroom units, unless otherwise approved by the City.

All facilities shall be serviced regularly to ensure adequate supplies and proper wastewater disposal.

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Removal shall be completed within a reasonable timeframe following the issuance of such watch or warning, but in no case later than forty-eight (48) hours prior to the anticipated onset of tropical storm force winds in the City, as projected by official forecasts.

The owner, operator, permit holder, or person responsible for the site shall be responsible for ensuring timely removal of all units. No temporary restroom facility shall remain on-site during the duration of a tropical storm or hurricane event.

Facilities may be returned to the site only after the expiration of all applicable watches or warnings and when conditions are deemed safe for reinstallation.

Failure to comply with this requirement may result in enforcement action, including but not limited to citation, revocation of permits, or removal by the City at the owner's expense.

This requirement shall not apply where the City or emergency management authority has expressly authorized temporary restroom facilities for emergency response, disaster relief, or public safety purposes.

(m) Inspection Authority.

The City may inspect portable restroom units at reasonable times to ensure compliance. Refusal to permit lawful inspection constitutes a violation.

(n) Enforcement.

1. Each day a violation continues constitutes a separate offense.
2. A violation is punishable by a fine not to exceed five hundred dollars (\$500.00) per day, per violation.
3. The City may issue stop-use orders, suspend or revoke permits, remove units posing imminent health threats, seek injunctive relief, and recover abatement costs.
4. If a unit poses an immediate threat to public health or safety, the City may summarily remove or abate the unit without prior notice. The property owner shall be liable for all associated costs.

(o) Enforcement and Penalties.

1. This section shall be enforced by the Building Official, Code Enforcement Officer or Police Officer.
2. Any violation of this section shall constitute a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00) per day, per violation.
3. The city may summarily remove or abate any portable restroom unit that poses an imminent threat to public health or safety.



## *Agenda Briefing*

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**Date of Meeting:** July 7, 2026

**Responsible Department:** Public Works

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

**Briefing Prepared By:** Brian Craig

**Strategic Focus Area:** Infrastructure

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**General Information:**

Consider and take all appropriate action on the approval of 2026-02 Task Order with Cobb Fendley under the Professional Services Agreement (PSA) in an amount of \$60,650.00 for Engineering Proposal for Main St. Lift Station Dri-Prime Backup System and authorize the City Manager to execute the proposal and associated documents.

**Executive Summary / Background:**

With the past several major rain events, the City has experienced increasing high-water levels at the Main Street Lift Station, reaching the point of overflow. This project will install equipment capable of maintaining sanitary sewer levels within the lift station below overflow conditions during peak flow events, helping to improve system reliability and reduce the risk of sanitary sewer overflows.

In addition, the City has observed elevated water levels in the majority of its lift stations during rain events due to stormwater inflow and infiltration (I&I) into the sanitary sewer system. To address this issue, staff is developing a citywide sanitary sewer smoke testing project to identify locations where stormwater is entering the system. The results of the smoke testing will be used to prioritize corrective actions and reduce excess wet-weather flows throughout the collection system.

The proposed citywide smoke testing analysis will be presented at a future City Council meeting for consideration.

**Funding / Fiscal Information:**

Fund 29 - WW/SS CO 2016A

**Supporting Materials Attached:**

1. Proposal - Main Street Lift Station DBS

**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.



June 18, 2026

Mr. Brian Craig  
Public Works Director  
City of Seabrook  
1100 Red Bluff  
Seabrook, Texas 77586

Re: Proposal for Engineering Services  
Seabrook – Main Street Lift Station DBS (Dri-Prime Backup System)  
CobbFendley Project No. \_\_\_\_\_

Dear Mr. Craig:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit this proposal to provide Engineering Services for the Main Street Lift Station DBS (Dri-Prime Backup System) Project in Seabrook, Texas. CobbFendley proposes to provide the Scope of Services for the Compensation as outlined in Attachments A and B, respectively.

Thank you for the opportunity to submit this proposal. Please advise if you have any questions or require additional information.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Amber Hurd, P.E.  
Vice President, Department Manager

Attachments

This proposal accepted by:

CITY OF SEABROOK, TEXAS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Authorization

## **ATTACHMENT A SCOPE OF SERVICES**

Cobb, Fendley & Associates, Inc.  
Proposal for Professional Engineering Services  
Main Street Lift Station DBS (Dri-Prime Backup System)

### **PROJECT DESCRIPTION AND LIMITS**

Main Street Lift Station is experiencing unusually high flows due to infiltration in the wastewater system. In order to prevent wastewater backups in the system as well as provide emergency powered backup for the current lift station it is proposed that a Dri-Prime Backup System (DBS) be installed. The existing force main system will be utilized for the increased flows and a new outfall manhole structure will be constructed. The location will be determined during design to find a best fit location for the new equipment and materials. Estimated construction cost for this work is approximately \$470,000.00

- *Exhibit A – Lift Station 23*

### **GENERAL REQUIREMENTS**

CobbFendley shall prepare all work in accordance with the latest version of applicable City of Seabrook's (City) procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications. When design criteria are not identified in City manuals, CobbFendley shall notify the City and refer to State approved manuals, which include: *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*, *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition)*, and other State approved manuals.

The Engineer shall coordinate with the City throughout the PS&E development and with local entities having jurisdiction or interest in the project (e.g. County, TxDOT, HCFCD, etc.).

The Engineer shall invoice according to Descriptions shown in Attachment A. The Engineer shall submit each invoice in a format acceptable to the City.

## **A. BASIC SERVICES**

### **DESIGN PHASE**

#### **I. COORDINATION AND RESEARCH**

CobbFendley will perform the coordination and investigation work involving the research and identification of structures and utilities within the project limits. This will include:

1. Coordination with the City and their representative on Main Street Park improvements.
2. Researching the existence of public utilities such as sanitary, storm sewer, and water lines within the project limits
3. Request any additional information from private (CenterPoint Energy, AT&T and Others within the project corridor) and pipeline utilities, regarding locations of facilities within the proposed project limits
4. Identify potential conflicts between the existing utilities and the proposed project improvements.
5. Previous Topographic survey of the site as well as design drawings from adjacent projects will be utilized. No additional Topographic Survey will be done for this effort, unless authorized.

#### **II. DESIGN DRAWINGS**

The full plan set will include at a minimum:

1. Cover Sheet
2. General Construction Notes
3. Site Plan(s)
4. DBS Pump Plan
5. Force Main Outfall Plan
6. Misc. Sheets
7. Detail Sheets

#### **III. MILESTONE SUBMITTALS**

CobbFendley shall prepare plans and submit for approval from the City. CobbFendley shall provide the following information at each submittal:

##### **1. 90% Milestone Submittal:**

Digital Copy of the following items in .pdf format:

- Set of 22"x34" Plans for review

- Contract Front End Documents and Technical Specifications
- Opinion of Probable Construction Cost

**2. Final Submittal:**

Digital Copy of the following items in .pdf format:

- Set of 22"x34" Plans for review
- Contract Front End Documents and Technical Specifications – Bid Ready
- Revised supporting documents from 90% review comments
- Opinion of Probable Construction Cost
- Construction Schedule

**IV. PROJECT MANUAL, SPECIFICATIONS AND GENERAL NOTES**

CobbFendley will prepare a Project Manual including the City of Seabrook's standard front-end documents, standard specifications, special specifications, special provisions and the general note items for inclusion in the plans and bidding documents

**BID PHASE**

**V. BIDDING**

1. Assist the City in obtaining bids for the project. The City will advertise the project. All related advertising costs will be paid by the City. CobbFendley will coordinate with the City and will assist in the development of the advertisement.
2. Provide sets of Construction Documents for issue to potential bidders.
3. Dispense construction documents electronically by CivCast and from CobbFendley's office, if requested, to potential bidders and keep a record of all plan holders.
4. Conduct a pre-bid conference.
5. During the bidding process, provide information to and answer questions from potential bidders concerning the project's construction documents.
6. Prepare and distribute addenda to plan holders as necessary.
7. Attend the bid opening.
8. Evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.
9. Prepare a Letter of Recommendation.
10. Coordinate with City and submit appropriate documents for approvals to proceed with project award and notice to proceed for construction.

## **CONSTRUCTION PHASE**

### **VI. CONSTRUCTION ADMIN**

1. Prepare the Contract Documents for execution by the City and the Contractor.
2. Provide construction drawings to Contractor, Inspector and City for use during construction phase.
3. Conduct a pre-construction conference with the selected contractor and prepare minutes of the meeting.
4. Review and respond accordingly to all submittals as required by the contract specifications.
5. Respond to Request for Information (RFI's).
6. Prepare change orders necessitated by field conditions.
7. Review the contractor's pay estimates, evaluate the completion of work, and make payment recommendations to the City.
8. Visit the site at various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the contract documents but no less than twice monthly. **Full or part time Construction Inspection can be included as an Additional Services but is not included as part of the Construction Administration tasks.**
9. Conduct a substantial completion inspection of the project improvements and prepare a punchlist as necessary.
10. Conduct a final inspection of the project and make a recommendation for final payment on the project.

**EXCLUSIONS FROM THE SCOPE OF SERVICES:**

The services described above are the identified Basic and Additional Services for this assignment. Other items that may arise during the course of the project that the Client may wish to add to the scope of services shall be deemed as SUPPLEMENTAL SERVICES. CobbFendley shall undertake such additional services as assigned by the Client upon written direction from the Client. Examples of such items are as follows:

1. Geotechnical Investigation
2. Topographic Survey
3. Boundary Survey
4. Splitting Project into multiple bid packages
5. Attending and conducting Public Meetings
6. Electrical Engineering Design
7. Construction Materials Testing (CMT)
8. Construction Inspection (Part Time or Full Time)
9. Any other services not specifically included within the description of the Basic Services or Additional Services as described above.



**ATTACHMENT B**  
**BASIS OF COMPENSATION**

Cobb, Fendley & Associates, Inc.  
 Proposal for Professional Engineering Services  
 Main Street Lift Station DBS (Dri-Prime Backup System)

**A. BASIC SERVICES**

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below. Reimbursable items and subconsultants will be subject to a 10% administration charge.

|                                                |                 |
|------------------------------------------------|-----------------|
| 1. DESIGN PHASE ( <i>Lump Sum</i> ).....       | \$41,200        |
| 2. BID PHASE SERVICES ( <i>Lump Sum</i> )..... | \$7,750         |
| 3. CONSTRUCTION ADMIN ( <i>Lump Sum</i> )..... | \$10,500        |
| <b>Subtotal (<i>Lump Sum</i>).....</b>         | <b>\$59,450</b> |

**Reimbursable Expenses**

|                                                                                          |         |
|------------------------------------------------------------------------------------------|---------|
| 1. Reproduction, CivCast, mileage, delivery charges, etc. ( <i>Not to Exceed</i> ) ..... | \$1,200 |
|------------------------------------------------------------------------------------------|---------|

**TOTAL, Basic Services & Reimbursables ..... \$60,650**

The Compensation for any other Supplemental Services which the City desires to be added to the Scope of Services of the project shall be negotiated. Reimbursable items are included. Subconsultant invoices will be subject to a 10% administration charge. Services will be charged according to those personnel directly involved in providing the service and will be rounded to the nearest half hour.

This proposal/supplement is in accordance with the Terms and Conditions outlined in the Professional Services Agreement executed on October 11, 2004 between the City of Seabrook and CobbFendley.





## *Agenda Briefing*

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**Date of Meeting:** July 7, 2026

**Responsible Department:** Emergency Services

**Presenter:** Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

**Briefing Prepared By:** Kevin Rodgers

**Strategic Focus Area:**

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**General Information:**

Consider and take all appropriate action on a one-year contract extension agreement between the City of Seabrook and DRC Emergency Services for primary post-disaster debris removal and disposal services, and authorize the City Manager to execute the contract.

**Executive Summary / Background:**

City of Seabrook and DRC entered into an agreement on June 1, 2023 for post disaster debris removal and disposal services.

**Funding / Fiscal Information:**

**Supporting Materials Attached:**

1. Seabrook Contract Renewal DRC
2. DRC Debris Removal Contract 2023

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

**Staff Recommendation:**

City staff recommends approval and allows the City Manager to execute the agreement contract.



111 Veterans Memorial Blvd., Suite 1420, Metairie, LA 70005  
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852  
www.drcusa.com

March 26, 2026

Jim Sweeney, Mayor  
*City of Seabrook*  
1700 1st Street  
Seabrook, TX 77586  
Phone: (281) 291-5683  
Email: mayor@seabrooktx.gov

Re: Contract Extension between DRC Emergency Services and the City of Seabrook for  
Post Disaster Debris Removal and Disposal - RFP No. 2023-03

Dear Mayor Sweeney:

The City of Seabrook contract expires on June 1, 2026. DRC Emergency Services, LLC would like to take this opportunity to offer the City an extension to the contract between DRC Emergency Services, LLC and the City of Seabrook dated June 1, 2023, for a period of one (1) year. The pricing, terms and conditions in the original contract will remain in effect for the duration of this contract expiring June 1, 2027.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (504) 482-2852 or lwalsh@drcusa.com. Also, if you have any questions, please feel free to contact me. I look forward to continuing our relationship with you and the City of Seabrook.

Sincerely,

*Lisa Walsh*

Lisa Walsh  
Contracts Manager  
Cell: (504) 715-9052

Agreed and Accepted By:  
City of Seabrook

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Post Disaster Debris Removal Contract

This CONTRACT ("Contract") is entered into by and between DRC Emergency Services LLC ("Contractor"), located at 6702 Broadway Street Galveston, Texas, 77064 and City of Seabrook ("City"), a municipal corporation, located at 1700 First Street, Seabrook, Texas 77586 on the date set forth below.

### **Terms:**

1. **Scope of Services:** In the event of a disaster, Contractor agrees, as Primary Contractor to furnish the City with disaster restoration and recovery services as outlined and priced within the Proposal submitted in response to Seabrook Request for Proposal 2023-03 Post Disaster Debris Removal and Disposal, attached hereto. The Contractor shall comply with all city, state and federal laws and regulations.
2. **Term and Termination:** The term of this Contract shall be for three (3) years from the execution date. The Contract may be renewed for two (2) additional one (1) year terms with the mutual consent of both parties, not less than 60 days prior to the expiration of the initial Contract.

The Contract will not automatically renew. The Contractor shall perform in accordance with the terms and conditions of the Contract. Charges of poor performance shall be documented by the City and submitted to the Contractor for corrective action. If Contractor fails to timely take corrective action or if continued poor performance is determined by City, this will be deemed a breach of these specifications and shall be the cause for immediate termination of the Contract. Notwithstanding anything herein to the contrary, the City of Seabrook and/or Contractor reserves the right to terminate this contract for any reason by notifying the other party in writing thirty (30) days prior to the termination date.

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

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



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

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

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

6. **Compensation:** Contractor shall be paid for the services, as set forth in the Proposal submitted in response to Seabrook Request for Proposal 2023-03 Post Disaster Debris Removal and Disposal, attached and incorporated for all purposes. The City shall pay Contractor in accordance with the Texas Government Code 2251 and any other applicable state or federal regulations. Contractor must timely submit invoices for all services. Payment for delivery of services rendered shall not be unreasonably withheld or delayed.

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

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

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

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

Thirty (30) days prior notice of policy cancellation shall be provided to the City. The Contractor shall furnish the City with an Insurance Policy Endorsement evidencing such coverage. The companies



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

8. **Bonds:** Prior to issuance of Notice to Proceed, Contractor shall provide payment and performance bonds for the entire estimated cost of Debris Removal and Disposal for the disaster event, in standard forms for this purpose and companies authorized under the laws of the State of Texas to act as surety on the subject bonds for principals, guaranteeing faithful payment to all persons supplying labor and materials or furnishing the Contractor any equipment in the execution of the Contract. It is specifically stipulated and agreed that the Notice to Proceed shall not be in effect until such performance and payment bonds are furnished and approved by the City. Such performance bond shall expressly provide that the principal and surety shall be liable to the City for the full amount of such performance bond, thereby agreed upon and admitted as the amount of the damages to be suffered by the City on account of the failure of the proposer to so comply with the terms of his proposal.
9. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of Seabrook employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Contract, and shall not be reimbursed by the City for such expenses except as otherwise provided in this Contract.
10. **Confidentiality:** During the course of the work and/or services to be provided under this Contract, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Contract and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Contract shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Contract or the engagement of Contractor without the prior written approval of the City.
11. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Codes and Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
12. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Contract. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Contract and is authorized to execute this Contract according to its terms on behalf of Contractor.
13. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed

under this Contract. Contractor warrants that all services performed under this Contract shall be performed consistent with generally prevailing professional or industry standards.

**14. Liquidated Damages**

Should the Contractor fail to complete requirements set forth in this Contract and statement of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, and not as a penalty, the following:

- The Contractor shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within 48 hours of notice to proceed.
- The Contractor shall pay the City, as liquidated damages, \$100 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages within 30 days of written notification to Contractor, for damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.
- The Contractor shall pay the City, as liquidated damages, \$500.00 per calendar day of delay to complete the project by the agreed upon project completion date.
- The Contractor shall pay the City, as liquidated damages, \$500.00 per calendar day of delay to remediate each DMS to the original condition based on the completion date set forth by the City and Contractor per DMS.

- 15. Non-Transferable Contract:** The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

- 16. Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Contract.

- 17. INDEMNIFICATION: THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES,**

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

18. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
19. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate.
20. **State Auditor:** Contractor understands that acceptance of funds under the Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
21. **Jurisdiction:** Any disputes under this Contract shall be brought in a court of competent jurisdiction exclusively in Harris County, Texas and governed by Texas law.

22. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.
23. **Changes to Contract:** Any changes made to this Contract must be reasonable for the completion of the project scope, made in writing and agreed to by both parties. Changes include but are not limited to extending the term of the Contract and any alterations to the method of work and prices.
24. **Entire Contract:** This Contract contains the entire Contract between the parties and supersedes all prior Contracts, arrangements, and understanding, oral or written between the parties relating to this Contract. This Contract may not be modified except by mutual written Contract of the parties executed subsequent to this Contract.
25. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Contract and payments pursuant to the Contract and acknowledges that the Contract may be terminated, and payment withheld if this representation is inaccurate.
26. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of Seabrook and is current on all taxes owed to the City of Seabrook. Contractor agrees that any payments owing to Contractor under the Contract may be applied directly toward any debt or delinquency that Contractor owes the City of Seabrook regardless of when it arises, until such debt or delinquency is paid in full.
27. **Products and Materials Produced in Texas:** If Contractor will provide services under the Contract, Contractor covenants and agrees that in performing its duties and obligations under the Contract, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
28. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Contract will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.
29. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
30. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree



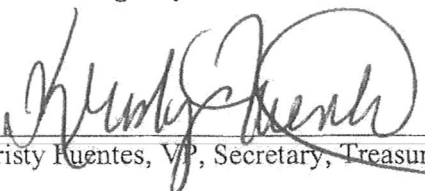
to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

31. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Contract, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
32. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Contract by City nor any other conduct, action or inaction of any City representative relating to the Contract is a waiver of sovereign immunity by City.
33. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Contract and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Contract on behalf of City.
34. **Non-Waiver:** No covenant or condition of this Contract may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
35. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Contract Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Contract.
36. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

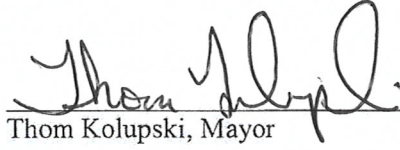
*(Remainder of page intentionally left blank -  
signature block on next page)*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

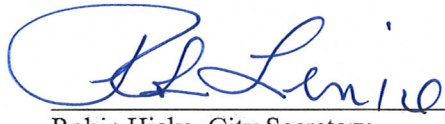
DRC Emergency Services LLC - "Contractor"

  
\_\_\_\_\_  
Kristy Fuentes, VP, Secretary, Treasurer

CITY OF SEABROOK – “City”

  
Thom Kolupski, Mayor

Attest:

  
Robin Hicks, City Secretary  
Lenio



Approved as to Form:

\_\_\_\_\_  
Office of the City Attorney

*Note: Modification of this Form requires approval by the Office of the City Attorney.*





## *Agenda Briefing*

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**Date of Meeting:** July 7, 2026

**Responsible Department:** Emergency Services

**Presenter:** Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

**Briefing Prepared By:** Kevin Rodgers

**Strategic Focus Area:**

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**General Information:**

Consider and take all appropriate action on a one-year contract extension agreement between the City of Seabrook and Ceres Environmental Services, Inc. for secondary debris removal and disposal services, and authorize the City Manager to execute the contract.

**Executive Summary / Background:**

City of Seabrook and Ceres entered into an agreement on May 23, 2023 for post disaster debris removal and disposal.

**Funding / Fiscal Information:**

**Supporting Materials Attached:**

1. Contract Renewal 1 of 2 Good through 05-31-2027 Ceres
2. 2023 Ceres\_Debris Removal\_Contract

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

**Staff Recommendation:**

City staff recommends approval and allow the City Manager to execute the agreement contract.

**Contract Extension for  
The City of Seabrook, Texas**

**Contract Title:** Post Disaster Debris Removal, Reduction, Disposal, and Other Emergency Cleanup Services Between The City of Seabrook, Texas And Ceres Environmental Services, Inc.

**Contract Term:** June 1, 2023 – May 31, 2026

**Renewal Number:** 1 of 2

**Renewal Period:** June 1, 2026 through May 31, 2027

**Contractor:** Ceres Environmental Services, Inc.  
6371 Business Boulevard, Suite 100  
Sarasota FL 34240

**Description of Renewal Notice:**

In accordance with the renewal provision included in the original contract, *Post Disaster Debris Removal and Disposal Between The City of Seabrook, Texas And Ceres Environmental Services, Inc.*, all specifications, terms, and conditions are to remain the same during the contract renewal period. This is the first renewal option to be used. Pursuant to this renewal agreement, the contract is hereby being extended through to May 31, 2027 .

In accordance with Section 3. Escalation Clause, Contractor requests price escalation based upon CPI\_ in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes.

Accepted by the following authorized representatives on behalf of *The City of Seabrook, Texas* and the Contractor, *Ceres Environmental Services, Inc.*

CERES ENVIRONMENTAL SERVICES, INC.      THE CITY OF SEABROOK, TEXAS

SIGN: \_\_\_\_\_

TIA LAURIE, CORPORATE SECRETARY

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

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

### **Post Disaster Debris Removal Contract**

This CONTRACT ("Contract") is entered into by and between Ceres Environmental Services, Inc ("Contractor"), located at 9625 Windfern Road Houston, Texas, 77064 and City of Seabrook ("City"), a municipal corporation, located at 1700 First Street, Seabrook, Texas 77586 on the date set forth below.

#### **Terms:**

1. **Scope of Services:** In the event of a disaster, Contractor agrees, as Primary Contractor to furnish the City with disaster restoration and recovery services as outlined and priced within the Proposal submitted in response to Seabrook Request for Proposal 2023-03 Post Disaster Debris Removal and Disposal, attached hereto. The Contractor shall comply with all city, state and federal laws and regulations.
2. **Term and Termination:** The term of this Contract shall be for three (3) years from the execution date. The Contract may be renewed for two (2) additional one (1) year terms with the mutual consent of both parties, not less than 60 days prior to the expiration of the initial Contract.

The Contract will not automatically renew. The Contractor shall perform in accordance with the terms and conditions of the Contract. Charges of poor performance shall be documented by the City and submitted to the Contractor for corrective action. If Contractor fails to timely take corrective action or if continued poor performance is determined by City, this will be deemed a breach of these specifications and shall be the cause for immediate termination of the Contract. Notwithstanding anything herein to the contrary, the City of Seabrook and/or Contractor reserves the right to terminate this contract for any reason by notifying the other party in writing thirty (30) days prior to the termination date.

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

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

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

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

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

6. **Compensation:** Contractor shall be paid for the services, as set forth in the Proposal submitted in response to Seabrook Request for Proposal 2023-03 Post Disaster Debris Removal and Disposal, attached and incorporated for all purposes. The City shall pay Contractor in accordance with the Texas Government Code 2251 and any other applicable state or federal regulations. Contractor must timely submit invoices for all services. Payment for delivery of services rendered shall not be unreasonably withheld or delayed.

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

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

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

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

Thirty (30) days prior notice of policy cancellation shall be provided to the City. The Contractor shall furnish the City with an Insurance Policy Endorsement evidencing such coverage. The companies

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

8. **Bonds:** Within five (5) days of issuance of Notice to Proceed, Contractor shall provide payment and performance bonds for the entire estimated cost of Debris Removal and Disposal for the disaster event, in standard forms for this purpose and companies authorized under the laws of the State of Texas to act as surety on the subject bonds for principals, guaranteeing faithful payment to all persons supplying labor and materials or furnishing the Contractor any equipment in the execution of the Contract. It is specifically stipulated and agreed that the Notice to Proceed shall not be in effect until such performance and payment bonds are furnished and approved by the City. Such performance bond shall expressly provide that the principal and surety shall be liable to the City for the full amount of such performance bond, thereby agreed upon and admitted as the amount of the damages to be suffered by the City on account of the failure of the proposer to so comply with the terms of his proposal.
9. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of Seabrook employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Contract, and shall not be reimbursed by the City for such expenses except as otherwise provided in this Contract.
10. **Confidentiality:** During the course of the work and/or services to be provided under this Contract, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Contract and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Contract shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Contract or the engagement of Contractor without the prior written approval of the City.
11. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Codes and Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
12. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Contract. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Contract and is authorized to execute this Contract according to its terms on behalf of Contractor.
13. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed

under this Contract. Contractor warrants that all services performed under this Contract shall be performed consistent with generally prevailing professional or industry standards.

**14. Liquidated Damages**

Should the Contractor fail to complete requirements set forth in this Contract and statement of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, and not as a penalty, the following:

- The Contractor shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within 48 hours of notice to proceed.
- The Contractor shall pay the City, as liquidated damages, \$100 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages within 30 days of written notification to Contractor, for damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.
- The Contractor shall pay the City, as liquidated damages, \$500.00 per calendar day of delay to complete the project by the agreed upon project completion date.
- The Contractor shall pay the City, as liquidated damages, \$500.00 per calendar day of delay to remediate each DMS to the original condition based on the completion date set forth by the City and Contractor per DMS.

15. **Non-Transferable Contract:** The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

16. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Contract.

17. **INDEMNIFICATION: THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES,**



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

18. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
19. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate.
20. **State Auditor:** Contractor understands that acceptance of funds under the Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
21. **Jurisdiction:** Any disputes under this Contract shall be brought in a court of competent jurisdiction exclusively in Harris County, Texas and governed by Texas law.

22. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.
23. **Changes to Contract:** Any changes made to this Contract must be reasonable for the completion of the project scope, made in writing and agreed to by both parties. Changes include but are not limited to extending the term of the Contract and any alterations to the method of work and prices.
24. **Entire Contract:** This Contract contains the entire Contract between the parties and supersedes all prior Contracts, arrangements, and understanding, oral or written between the parties relating to this Contract. This Contract may not be modified except by mutual written Contract of the parties executed subsequent to this Contract.
25. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Contract and payments pursuant to the Contract and acknowledges that the Contract may be terminated, and payment withheld if this representation is inaccurate.
26. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of Seabrook and is current on all taxes owed to the City of Seabrook. Contractor agrees that any payments owing to Contractor under the Contract may be applied directly toward any debt or delinquency that Contractor owes the City of Seabrook regardless of when it arises, until such debt or delinquency is paid in full.
27. **Products and Materials Produced in Texas:** If Contractor will provide services under the Contract, Contractor covenants and agrees that in performing its duties and obligations under the Contract, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
28. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Contract will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.
29. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
30. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree

to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

31. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Contract, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
32. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Contract by City nor any other conduct, action or inaction of any City representative relating to the Contract is a waiver of sovereign immunity by City.
33. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Contract and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Contract on behalf of City.
34. **Non-Waiver:** No covenant or condition of this Contract may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
35. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Contract Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Contract.
36. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

*(Remainder of page intentionally left blank -  
signature block on next page)*

Executed this 12th day of May, 2023

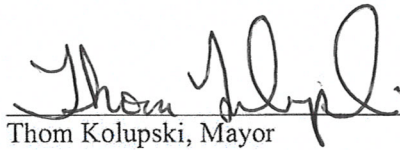
CERES ENVIRONMENTAL SERVICES - "Contractor"



(Type Name and Position)

Tia Laurie, Corp. Secretary

CITY OF SEABROOK – “City”

  
Thom Kolupski, Mayor

Attest:

  
Robin Hicks, City Secretary  
Lenio



Approved as to Form:

\_\_\_\_\_  
Office of the City Attorney

*Note: Modification of this Form requires approval by the Office of the City Attorney.*



## *Agenda Briefing*

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**Date of Meeting:** July 7, 2026

**Responsible Department:** Emergency Services

**Presenter:** Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

**Briefing Prepared By:** Kevin Rodgers

**Strategic Focus Area:**

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**General Information:**

Consider and take all appropriate action on a one-year contract extension agreement between the City of Seabrook and True North Emergency Management for debris monitoring services, and authorize the City Manager to execute the contract.

**Executive Summary / Background:**

City of Seabrook and True North entered into an agreement on May 23, 2023 for debris monitoring services.

**Funding / Fiscal Information:**

**Supporting Materials Attached:**

1. City of Seabrook Extension True North 5.24.26-5.23.27

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

**Staff Recommendation:**

City staff recommends approval and allow the City Manager to execute the agreement contract.

**CONTRACT EXTENSION AGREEMENT  
TO THE AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES**

This Contract Extension Agreement ("Extension") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **City of Seabrook, Texas**, and **True North Emergency Management, LLC**.

**WHEREAS**, the parties entered into that certain agreement titled "Agreement for Disaster Debris Monitoring Services between the City of Seabrook and True North Emergency Management, LLC" dated May 23<sup>rd</sup>, 2023 (the "Original Agreement"); and

**WHEREAS**, the Original Agreement is set to expire on May 23<sup>rd</sup>, 2026; and

**WHEREAS**, the parties desire to extend the term of the Original Agreement for an additional one (1) year period under the same terms and conditions;

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

**1. Extension of Term**

The term of the Original Agreement is hereby extended for one (1) additional year, commencing on May 24<sup>th</sup>, 2026, and continuing through May 23<sup>rd</sup>, 2027, unless earlier terminated in accordance with the terms of the Original Agreement.

**2. No Other Modifications**

Except as expressly modified by this Extension, all other terms, conditions, obligations, and provisions of the Original Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties.

**3. Authority**

Each person signing this Extension on behalf of a party represents and warrants that he or she is duly authorized to execute and deliver this Extension on behalf of such party.

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

**TRUE NORTH EMERGENCY  
MANAGEMENT, LLC**

**CITY OF SEABROOK**

By:   
Name: Victoria Kelley  
Title: Sr. Vice President  
Date: 6/15/2026

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





## *Agenda Briefing*

---

**Date of Meeting:** July 7, 2026

**Responsible Department:** Emergency Services

**Presenter:** Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

**Briefing Prepared By:** Kevin Rodgers

**Strategic Focus Area:**

---

**General Information:**

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

**Executive Summary / Background:**

The City of Seabrook and Hydradry entered into an agreement on September 1, 2021. This is 2 of 2 contract extensions.

**Funding / Fiscal Information:**

**Supporting Materials Attached:**

1. Contract Extension Agreement Between City of Seabrook and Hydradry 6-25-2026
2. Hydradry Contract

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

**Staff Recommendation:**

City staff recommends approval and allow the City Manager to execute the agreement contract.

# CONTRACT EXTENSION AGREEMENT

*RFP 2021-09 – Post Disaster Restoration and Recovery Services*

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This Contract Extension Agreement (the “Extension Agreement”) is made and entered into as of **September 1, 2026**, by and between:

**Hydradry Inc.**, a corporation, located at 2220 Delante St., Suite Haltom City, Texas 76117

and

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

## RECITALS

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

**WHEREAS**, the parties previously extended the term of the Original Agreement through August 31, 2026, and now desire to further extend the term as set forth herein;

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

1. **Extension of Term:** The Term of the Original Agreement is hereby extended for an additional period of 12 months, commencing on September 1, 2026, and expiring on August 31, 2027.
2. **Terms and Conditions:** Except as expressly modified by this Extension Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect during the extended Term.
3. **Scope of Services:** The Service Provider agrees to continue providing the Disaster Restoration and Recovery Services as described in the Original Agreement during the Extended Term. Any modifications to the scope of services must be agreed upon in writing by both parties.
4. **Compensation:** The compensation terms outlined in the Original Agreement shall continue to apply during the Extended Term. Any changes to the compensation or payment terms must be documented in a written amendment signed by both parties.
5. **Miscellaneous:**
  - **Entire Agreement:** This Extension Agreement, together with the Original Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.
  - **Governing Law:** This Extension Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
  - **Counterparts:** This Extension Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

**Hydradry Inc.**

By:   
Brittany N. Davideit, Vice President

**City of Seabrook**

By: \_\_\_\_\_  
Gayle Cook, City Manager

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

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

Terms:

- 1. Scope of Services:** In the event of a disaster, Contractor agrees, as Secondary Contractor to furnish the City with disaster restoration and recovery services as outlined and priced within the Proposal submitted in response to Seabrook Request for Proposal 2021-09 Disaster Restoration and Recovery Services, attached hereto. The Contractor shall comply with all city, state and federal laws and regulations.
- 2. Term and Termination:** The term of this Contract shall be for three (3) years from the execution date. The Contract may be renewed for two (2) additional one (1) year terms with the mutual consent of both parties, not less than 60 days prior to the expiration of the initial Contract.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Law

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

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

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

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

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

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

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

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

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

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

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



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

17. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the Contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

18. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate.

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

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

20. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

21. **Changes to Contract:** Any changes made to this Contract must be reasonable for the completion of the project scope, made in writing and agreed to by both parties. Changes include but are not limited to extending the term of the Contract and any alterations to the method of work and prices.

22. **Entire Contract:** This Contract contains the entire Contract between the parties and supersedes all prior Contracts, arrangements, and understanding, oral or written between the parties relating to this Contract. This Contract may not be

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

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

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

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

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

Executed this XXth day of XXXX, XXXXX.  
Hydradry Inc - "Contractor"



09 / 01 / 2021

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Title/Authorized Representative

Elizabeth Rodriguez

Bid Analyst

CITY OF SEABROOK - "City"

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Thom Kolupski, Mayor

Attest:

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Robin Lenio, City Secretary



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

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

For each of the items below, Vendor/Contractor ("Vendor") should certify Vendor's/Contractor's agreement and ability to comply, where applicable, by having Contractor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form<sup>1</sup>, the City of Seabrook, Texas, will consider and may list the Vendor's response as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of the City of Seabrook to purchase from the Vendor or enter into a contract with Contractor using federal funds.

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

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

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

Does Vendor agree? YES \_\_\_ Initial of Authorized Company Official

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

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

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

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

its progress and completion as prescribed by the time schedules; or

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

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

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

Does Vendor agree? YES ☐ Initial of Authorized Company Official

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

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

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

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

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

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

Does Vendor agree? YES \_\_\_ Initial of Authorized Company Official

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

**Compliance with the Contract Work Hours and Safety Standards Act.**

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



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

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through ( 4) of this section."

Does Vendor agree? YES \_\_\_ Initial of Authorized Company Official

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

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

#### Federal Water Pollution Control Act

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

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

Does Vendor agree? YES \_\_\_ Initial of Authorized Company Official

## **6. Debarment and Suspension:**

### **Suspension and Debarment**

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

requiring such compliance in its lower tier covered transactions.

Does Vendor agree? YES \_\_\_ Initial of Authorized Company Official

7. **Byrd Anti-Lobbying Amendment**

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

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

Does Vendor agree? YES \_\_\_ Initial of Authorized Company Official

8. **Procurement of Recovered Materials:**

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

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

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

Does vendor agree? YES \_\_\_ Initial of Authorized Company Official

#### 9. **Additional FEMA Requirements**

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

Does Vendor agree? YES \_\_\_ Initial of Authorized Company Official

b) Access to Records

The following access to records requirements apply to this contract:

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

Does Vendor agree? YES \_\_\_ Initial of Authorized Company Official

c) DHS Seal, Logo, and Flags

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

Does Vendor agree? YES \_\_\_ Initial of Authorized Company Official



d) Compliance with Federal Law, Regulations and Executive Orders

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

Does Vendor agree? YES \_\_\_ Initial of Authorized Company Official

e) No Obligation by Federal Government

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

Does Vendor agree? YES \_\_\_ Initial of Authorized Company Official

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

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

Does Vendor agree? YES \_\_\_ Initial of Authorized Company Official

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

Company Name: Hydradry Inc.

Print Name of authorized representative:

Elizabeth Rodriguez

Signature of authorized representative:

Elizabeth Rodriguez

Date: 09 / 01 / 2021

|                                |                                          |
|--------------------------------|------------------------------------------|
| <b>TITLE</b>                   | City of Seabrook Project 2021-09         |
| <b>FILE NAME</b>               | Post Disaster Rec...dry Secondary.pdf    |
| <b>DOCUMENT ID</b>             | 108f601b7698ab6df29b535138ebe9a0f6eff7df |
| <b>AUDIT TRAIL DATE FORMAT</b> | MM / DD / YYYY                           |
| <b>STATUS</b>                  | ● Completed                              |

## Document History



SENT

**09 / 01 / 2021**

14:20:53 UTC

Sent for signature to Elizabeth Rodriguez (eli@hydradry.com)  
from apatel@seabrooktx.gov  
IP: 165.254.153.10



VIEWED

**09 / 01 / 2021**

14:30:11 UTC

Viewed by Elizabeth Rodriguez (eli@hydradry.com)  
IP: 71.43.159.90



SIGNED

**09 / 01 / 2021**

15:19:23 UTC

Signed by Elizabeth Rodriguez (eli@hydradry.com)  
IP: 71.43.159.90



COMPLETED

**09 / 01 / 2021**

15:19:23 UTC

The document has been completed.



## *Agenda Briefing*

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**Date of Meeting:** July 7, 2026

**Responsible Department:** Economic Development

**Presenter:** Rick Guerrero, Director of Economic Development, David Olson, City Attorney

**Briefing Prepared By:**

**Strategic Focus Area:**

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**General Information:**

Consider and take all appropriate action on the ratification of an incentive agreement for a New Construction & Development Grant between Pomodoro's Cucina Italiana, LLC and Seabrook Economic Development Corporation for a maximum amount of \$850,000.00.

**Executive Summary / Background:**

**Funding / Fiscal Information:**

**Supporting Materials Attached:** None

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

**Staff Recommendation:**



## *Agenda Briefing*

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**Date of Meeting:** July 7, 2026

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

**Presenter:** Gayle Cook, City Manager

**Briefing Prepared By:**

**Strategic Focus Area:**

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**General Information:**

Consider and take appropriate action on approval of Resolution 2026-11 Authorizing a Texas Parks and Wildlife Application for Bayside Park Expansion

**Executive Summary / Background:**

**Funding / Fiscal Information:**

**Supporting Materials Attached:** None

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

**Staff Recommendation:**

| ORGANIZATION / BACKGROUND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CURRENT COUNCIL LIAISON | POSSIBLE COUNCIL ALTERNATE (optional) | CURRENT STAFF LIAISON                 | MEETING DATES AND TIMES                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Galveston Bay Foundation</b><br>Galveston Bay Foundation is a conservation nonprofit that has served as guardian of Galveston Bay since 1987. Their mission is to preserve and enhance Galveston Bay as a healthy and productive place for generations to come. They work to facilitate a true cross-section of Bay interests through creative, inclusive and forward-thinking solutions to the challenges confronting                                                                                                                                                                                                               | Tom Tollett             | Buddy Hammann                         | None                                  | Meetings take place once per month. There are various events scheduled throughout the year.                                                                                                        |
| <b>Bay Area Houston Economic Partnership</b><br>BAHEP has been dedicated to defining the future for the people who live and work in its service area of southeast Texas. Utilizing a collaborative committee structure, BAHEP engages approximately 270 investor companies, business professionals, local governments, and educational institutions to bring about prosperity and a high quality of life. Leadership is a quality that defines the Bay Area Houston Economic Partnership. BAHEP is trusted to provide exceptional leadership in advocating for regional economic interests, innovative partnerships, and collaborations | Angela Cervantes        | Buddy Hammann                         | Appointed at the Discretion of the CM | Various committees meet throughout the month.<br>Link to BAHEP calendar:<br><a href="http://www.bayareahouston.com/content/calendar/calendar">www.bayareahouston.com/content/calendar/calendar</a> |
| <b>Bay Area Houston Transportation Partnership</b> Enhance regional mobility by advocating for improved infrastructure and air quality, reducing traffic congestion, and cultivating relationships with communities, business leaders, and elected/appointed officials that result in positive transportation solutions                                                                                                                                                                                                                                                                                                                 | Summer Sanford          | Jim Sweeney                           | Appointed at the Discretion of the CM | Monthly luncheon<br>Last Thursday of the month 11:30am                                                                                                                                             |

| ORGANIZATION / BACKGROUND                                                                                                                                                                                                                                                   | CURRENT COUNCIL LIAISON | POSSIBLE COUNCIL ALTERNATE (optional) | CURRENT STAFF LIAISON                 | MEETING DATES AND TIMES                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------|---------------------------------------|----------------------------------------------------------------------|
| <b>Clear Lake Area Chamber of Commerce</b><br>The mission of the Chamber is to be Champions for Business Success & Quality of Life in the Clear Lake Area Community by upholding values of accountability, inclusion, transparency, integrity, innovation, and member-focus | Tom Tollett             | Buddy Hammann                         | Appointed at the Discretion of the CM | General Membership Luncheon Last Wednesday of Every Month<br>11:30am |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            |                |                                       |                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Economic Alliance Port Region</b><br>The Economic Alliance Houston Port Region is a regional Economic Development Corporation whose mission is to create a vibrant regional economy. Our goal is to be the most sought- after region in the entire world for potential employers and their employees. We accomplish this by offering top-notch economic development services to site locators, brokers, private industry, and our member cities & communities from inception of a project to groundbreaking                                                                 | Summer Sanford                             | Buddy Hammann  | Appointed at the Discretion of the CM | Various committees meet throughout the month.<br>Link to Port Region calendar: <a href="http://www.allianceportregion.com/e_vents-2/">www.allianceportregion.com/e_vents-2/</a>                                                          |
| <b>Houston Galveston Area Council (HGAC)</b><br>H-GAC is the regional organization through which local governments consider issues and cooperate in solving area wide problems. Through H-GAC, local governments also initiate efforts in anticipating and preventing problems, saving public funds. The 13-county H-GAC service region is growing, becoming more diverse, and constantly changing. In order to address the needs of citizens and businesses, local governments are providing leadership to guide regional development wisely and manage change constructively | Jared Sessum                               | Summer Sanford | Appointed at the Discretion of the CM | Board of Directors Meetings 3 <sup>rd</sup> Tuesday of the month<br>Various committees meet throughout the month.<br>Link to HGAC calendar: <a href="http://www.h-gac.com/calendar/default.aspx">www.h-gac.com/calendar/default.aspx</a> |
| <b>Seabrook Economic Development Corporation</b><br>The purpose of the Corporation is the promotion and development of new and expanded industrial and manufacturing enterprises in the City of Seabrook to promote and encourage employment in the public welfar                                                                                                                                                                                                                                                                                                              | Summer Sanford<br>Appointed till 5/20/2027 | N/A            | N/A                                   | 2 <sup>nd</sup> Thursday of every month 7:00pm                                                                                                                                                                                           |



## Board Commission Interview Panels

|                                        |                  |                  |
|----------------------------------------|------------------|------------------|
| Board of Adjustment/Building Standards | Buddy Hammann    | Jared Sessum     |
| Economic Development Corporation       | Summer Sanford   | Buddy Hammann    |
| Ethics Review Commission               | Buddy Hammann    | Tyler Kubena     |
| Open Space & Trails                    | Angela Cervantes | Tom Tollett      |
| Planning & Zoning                      | Buddy Hammann    | Summer Sanford   |
| HOT Committee                          | Jared Sessum     | Angela Cervantes |

# July 2026

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

| SUNDAY | MONDAY | TUESDAY                                                                | WEDNESDAY                                                 | THURSDAY                                                                                           | FRIDAY | SATURDAY                                        |
|--------|--------|------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------|--------|-------------------------------------------------|
| Jun 28 | 29     | 30                                                                     | Jul 1                                                     | 2<br>6:00pm Parks & Trails<br>Committee Meeting<br>(Public Works Facility)                         | 3      | 4<br>9:30am 4th of July<br>Parade (Meador Park) |
| 5      | 6      | 7<br>6:00pm Regular City<br>Council Meeting (City<br>Hall)             | 8<br>6:00pm Joint Meeting<br>with P&Z, EDC (City<br>Hall) | 9<br>6:00pm Seabrook<br>Economic<br>Development Board<br>of Directors Meeting<br>(Council Chamber) | 10     | 11                                              |
| 12     | 13     | 14                                                                     | 15                                                        | 16<br>6:00pm Seabrook<br>Planning & Zoning<br>Commission Meeting<br>(Council Chamber)              | 17     | 18                                              |
| 19     | 20     | 21<br>6:00pm Regular City<br>Council Meeting (City<br>Council Chamber) | 22                                                        | 23                                                                                                 | 24     | 25                                              |
| 26     | 27     | 28                                                                     | 29                                                        | 30                                                                                                 | 31     | Aug 1                                           |

# August 2026

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

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