SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, DECEMBER 6, 2016 - 7:00 PM

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY DECEMBER 6, 2016 AT 7:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

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) 291-5600 OR FAX (281) 291-5710 FOR FURTHER INFORMATION.

PLEDGE OF ALLEGIANCE

1. PRESENTATIONS

1.1. Post Event Report
Presentation of the post event report regarding the J/Fest Southwest event on October 29-30, 2016 at the Lakewood Yacht Club. (Christensen)

1.2. Seabrook Volunteer Fire Department Quarterly Report
Presentation of the Quarterly Report by the Seabrook Volunteer Fire Department (SVFD). (Gutaker)

2. PUBLIC COMMENTS AND ANNOUNCEMENTS
At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker, shall be limited to city business or city-related business or matters of general public interest, and shall not include any personal attacks. In accordance with the 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.

2.1. Mayor, City Council and/or members of the city staff may make announcements about city/community events. (Council)

3. CONSENT AGENDA (COUNCIL)
Council will discuss, consider, and if appropriate, take action on the items listed below.

3.1. CLEMC Monthly Report

Approve the Clear Lake Emergency Medical Corps (CLEMC) monthly report for November 2016. (Hunter)

Documents:

CLEMC Nov.pdf

3.2. Fire Department Monthly Report

Approve the Seabrook Volunteer Fire Department (SVFD) monthly report for November 2016. (Gutaker)

Documents:

SVFD Nov.pdf

3.3. Police Department Monthly Report

Approve the Seabrook Police Department monthly report for November 2016. (Wright)

Documents:

PD Nov.pdf

3.4. Building Department Monthly Report

Approve the Seabrook Building Department monthly report for November 2016. (Landis)

Documents:

Bldg Nov.pdf

3.5. Excused Absence

Approve an excused absence for Melissa Botkin for the November 15, 2016 regular City Council meeting. (Hicks)

3.6. Minutes November 15, 2016

Approve minutes of the November 15, 2016 regular City Council meeting. (Hicks)

Documents:

111516 meeting minutes.pdf

4. NEW BUSINESS (COUNCIL)

Council will discuss, consider and if appropriate, take action on the items listed below.

4.1. Resolution 2016-26 CenterPoint Energy Rates

Consider and take all appropriate action on proposed Resolution 2016-26, "Suspending the December 21, 2016 Effective Date of the Statement of Intent of Centerpoint Energy to Increase Rates." (Cook)

A RESOLUTION BY THE CITY OF SEABROOK, TEXAS SUSPENDING THE DECEMBER 21, 2016 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF CENTERPOINT ENERGY TO INCREASE RATES WITHIN THE HOUSTON AND TEXAS COAST DIVISIONS AND CONSOLIDATE THE HOUSTON AND TEXAS COAST DIVISIONS TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; AUTHORIZING PARTICIPATION WITH THE GULF COAST

COALITION OF CITIES; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

Documents:

Resolution 2016-26 CenterPoint.pdf

4.2. CLEMC Funding

Consider and take all appropriate action regarding funding the Clear Lake Emergency Medical Corps (CLEMC) through March, 2017, in amount of $53,536.74 (January through March 2017 payments). (Cook)

Documents:

CLEMC briefing form.pdf
CLEMC contract.pdf

4.3. Directional Sign Program Project Agreement

Consider and take all appropriate action on the renewal of the Directional Sign Program project agreement between the Seabrook Economic Development Corporation and National Sign Plazas, Inc., for a term of five years, for construction, installation, inspection, repair, replacement , and maintenance of approved directional sign panels. (Chavez)

Documents:

Directional Sign Agreement.pdf

5. OLD BUSINESS

Council will discuss, consider and if appropriate, take action on the items listed below.

5.1. Ordinance 2016-31 No Parking

Consider and take all appropriate action on second reading of proposed Ordinance 2016-31, "Update of Section 90-80 pertaining to Lakeside Drive and Todville Road." (Cook)

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, TEXAS ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," TO UPDATE AND PROVIDE FOR ADDITIONAL TRAFFIC REGULATIONS UNDER SECTION 90-80, "SCHEDULE I - NO PARKING ZONES" PERTAINING TO LAKESIDE DRIVE AND TODVILLE ROAD; PROVIDING FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN TWO HUNDRED DOLLARS ($200.00) FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE.

Documents:

Ordinance 2016-31.pdf

6. **ROUTINE BUSINESS**

Council will discuss, consider and if appropriate, take action on the items listed below.

6.1. Approve the Action Items Checklist which is attached and made a part of this Agenda.

Documents:

072916 action items checklist.pdf

6.2. Establish future meeting dates and agenda items

Documents:

December calendar.pdf

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.

I certify that this notice was posted on the bulletin board on or before Friday, December 2, 2016 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Robin Hicks, TRMC
City Secretary

CLEMC REPORT

Seabrook Stats Report NOV16

Allergic Reaction	0
Assist by EMS	0
Attempted Suicide	4
Breathing problems	3
Choking	0
CPR	1
CVA	3
Death Investigation	1
Diabetic	1
Drowning	0
Heart problems/pain	4
Injured person	28
Motor Vehicle Incidents	4
Medical Alert Alarm	0
OB Baby Call	0
Overdose	3
Seizure	2
Sick Call	31
Trauma Gunshot/Stabbing	0
fire stand-by	0
Unconscious	0
Total	85

Response Time	8 Min 49 Sec

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {11/01/2016} And {11/30/2016} and District = "1 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	2.17%	$0	0.00%
131 Passenger vehicle fire	1	2.17%	$0	0.00%
	2	**4.35%**	**$0**	**0.00%**
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	30	65.22%	$0	0.00%
322 Motor vehicle accident with injuries	1	2.17%	$0	0.00%
324 Motor Vehicle Accident with no injuries	1	2.17%	$0	0.00%
350 Extrication, rescue, Other	1	2.17%	$0	0.00%
	33	**71.74%**	**$0**	**0.00%**
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	1	2.17%	$0	0.00%
440 Electrical wiring/equipment problem, Other	1	2.17%	$0	0.00%
444 Power line down	1	2.17%	$0	0.00%
	3	**6.52%**	**$0**	**0.00%**
5 Service Call				
510 Person in distress, Other	2	4.35%	$0	0.00%
	2	**4.35%**	**$0**	**0.00%**
6 Good Intent Call				
6111 Dispatched & cancelled en route to automatic alarm	2	4.35%	$0	0.00%
6112 Dispatched & cancelled en route EMS	1	2.17%	$0	0.00%
	3	**6.52%**	**$0**	**0.00%**
7 False Alarm & False Call				
745 Alarm system activation, no fire - unintentional	2	4.35%	$0	0.00%
746 Carbon monoxide detector activation, no CO	1	2.17%	$0	0.00%
	3	**6.52%**	**$0**	**0.00%**

Total Incident Count: 46 **Total Est Loss: $0**

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {11/01/2016} And {11/30/2016} and District = "1 "

Total Number of Incidents	46	**Total Number of Responding Personnel**	263
Average Turnout per Incident	6		

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {11/01/2016} And {11/30/2016} and District = "1 "

1 Seabrook

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
100 Fire, Other					
16-0160650	11/13/2016 12:43:01	11/13/2016 12:47:17	1	1	00:04:16
		Average Response Time for District/Incident Type			**00:04:16**
131 Passenger vehicle fire					
16-0160652	11/15/2016 20:20:43	11/15/2016 20:25:30	1	2	00:04:47
		Average Response Time for District/Incident Type			**00:04:47**
311 Medical assist, assist EMS crew					
16-0160627	11/01/2016 17:49:18	11/01/2016 17:52:54	1	2	00:03:36
16-0160628	11/02/2016 19:26:06	11/02/2016 19:32:55	1	2	00:06:49
16-0160631	11/05/2016 14:25:36	11/05/2016 14:29:51	1	1	00:04:15
16-0160632	11/05/2016 20:50:03	11/05/2016 20:52:54	1	2	00:02:51
16-0160634	11/06/2016 03:08:06	11/06/2016 03:14:57	1	3	00:06:51
16-0160635	11/06/2016 05:05:23	11/06/2016 05:07:45	1	3	00:02:22
16-0160637	11/07/2016 23:13:30	11/07/2016 23:18:47	1	3	00:05:17
16-0160641	11/10/2016 01:02:28	11/10/2016 01:09:32	1	3	00:07:04
16-0160642	11/10/2016 20:23:22	11/10/2016 20:27:18	1	2	00:03:56
16-0160644	11/11/2016 03:08:48	11/11/2016 03:16:21	1	3	00:07:33
16-0160647	11/11/2016 23:00:06	11/11/2016 23:01:22	1	3	00:01:16
16-0160649	11/13/2016 10:12:17	11/13/2016 10:19:39	1	1	00:07:22
16-0160654	11/18/2016 02:26:34	11/18/2016 02:30:29	1	3	00:03:55
16-0160657	11/19/2016 21:54:11	11/19/2016 22:00:45	1	2	00:06:34
16-0160659	11/20/2016 15:29:04	11/20/2016 15:34:04	1	2	00:05:00
16-0160661	11/21/2016 09:35:35	11/21/2016 09:44:00	1	2	00:08:25
16-0160665	11/23/2016 07:56:51	11/23/2016 08:02:56	1	1	00:06:05
16-0160667	11/24/2016 09:32:37	11/24/2016 09:37:00	1	1	00:04:23
16-0160670	11/24/2016 17:31:41	11/24/2016 17:35:26	1	2	00:03:45
16-0160671	11/24/2016 18:40:43	11/24/2016 18:44:20	1	2	00:03:37
16-0160672	11/25/2016 00:00:05	11/25/2016 00:07:05	1	3	00:07:00
16-0160675	11/26/2016 06:12:05	11/26/2016 06:19:32	1	4	00:07:27
16-0160676	11/26/2016 07:26:41	11/26/2016 07:30:00	1	1	00:03:19
16-0160677	11/26/2016 14:05:25	11/26/2016 14:09:39	1	1	00:04:14
16-0160678	11/27/2016 09:14:21	11/27/2016 09:17:33	1	1	00:03:12
16-0160679	11/27/2016 23:59:32	11/28/2016 00:01:57	1	3	00:02:25
16-0160682	11/28/2016 19:18:23	11/28/2016 19:20:23	1	2	00:02:00
16-0160683	11/29/2016 02:36:49	11/29/2016 02:36:49	1	3	00:00:00
16-0160684	11/29/2016 17:51:33	11/29/2016 17:52:00	1	2	00:00:27
16-0160685	11/29/2016 21:34:17	11/29/2016 21:39:37	1	2	00:05:20
		Average Response Time for District/Incident Type			**00:04:33**
322 Motor vehicle accident with injuries					
16-0160629	11/03/2016 17:43:14	11/03/2016 17:44:23	1	2	00:01:09
		Average Response Time for District/Incident Type			**00:01:09**

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {11/01/2016} And {11/30/2016} and District = "1 "

1 Seabrook

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
324 Motor Vehicle Accident with no injuries					
16-0160643	11/11/2016 00:35:10	11/11/2016 00:40:36	1	3	00:05:26
		Average Response Time for District/Incident Type			**00:05:26**
350 Extrication, rescue, Other					
16-0160681	11/28/2016 12:13:57	11/28/2016 12:17:51	1	1	00:03:54
		Average Response Time for District/Incident Type			**00:03:54**
412 Gas leak (natural gas or LPG)					
16-0160651	11/14/2016 21:30:28	11/14/2016 21:37:35	1	2	00:07:07
		Average Response Time for District/Incident Type			**00:07:07**
440 Electrical wiring/equipment problem, Other					
16-0160655	11/18/2016 17:05:45	11/18/2016 17:11:14	1	2	00:05:29
		Average Response Time for District/Incident Type			**00:05:29**
444 Power line down					
16-0160636	11/06/2016 14:32:15	11/06/2016 14:35:27	1	1	00:03:12
		Average Response Time for District/Incident Type			**00:03:12**
510 Person in distress, Other					
16-0160645	11/11/2016 15:31:38	11/11/2016 15:36:10	1	2	00:04:32
16-0160656	11/19/2016 04:39:54	11/19/2016 04:48:40	1	3	00:08:46
		Average Response Time for District/Incident Type			**00:06:39**
745 Alarm system activation, no fire - unintentional					
16-0160639	11/09/2016 07:33:32	11/09/2016 07:40:46	1	1	00:07:14
16-0160648	11/13/2016 05:33:42	11/13/2016 05:41:23	1	3	00:07:41
		Average Response Time for District/Incident Type			**00:07:28**
746 Carbon monoxide detector activation, no CO					
16-0160646	11/11/2016 16:56:21	11/11/2016 16:59:00	1	2	00:02:39
		Average Response Time for District/Incident Type			**00:02:39**

Overall Average Response Time for District 00:04:43

Total Incident Count: 43 **Overall Average Response Time: 00:04:43**

Seabrook Police Department

(FISCAL YEAR)

City Wide STAAC Report

Strategic, Tactical & Administrative Analysis of Crime

Actual Month/Year: November/2016

- CATEGORY SUB-TOTALS
- UCR SUB-TOTALS
- UCR TOTALS
- UCR GRAND TOTALS

City Wide Summary of Calls for Service, Reported UCR Crime, Arrests, Field Investigations, Accidents, Citations, Stolen/Rec. Property

Summary of Calls for Service	November 2015	November 2016	November % Change	Year To Date 2016	Year To Date 2017	Year To Date % Change
Officer Initiated	128	166	29.69	261	364	39.46
Citizen Initiated	384	406	5.73	852	866	1.64
Grand Totals:	512	572	11.72	1,113	1,230	10.51

City Wide UCR Summary Offense Data

Part I Violent Crime	1	3	200.00	4	5	25.00
Part I Property Crime	9	12	33.33	23	32	39.13
Part II (All Other Offenses)	31	38	22.58	74	69	-6.76
Grand Totals:	41	53	29.27	101	106	4.95

City Wide UCR Crimes Assigned to Investigations

Part I Violent Crime	2	4	100.00	4	5	25.00
Part I Property Crime	10	21	110.00	25	38	52.00
Part II (All Other Offenses)	38	56	47.37	87	95	9.20
Grand Totals:	50	81	62.00	116	138	18.97

City Wide UCR Crimes Cleared by Investigations

Part I Violent Crime	1	1	0.00	2	2	0.00
Part I Property Crime	2	3	50.00	5	6	20.00
Part II (All Other Offenses)	33	38	15.15	72	70	-2.78
Grand Totals:	36	42	16.67	79	78	-1.27

City Wide UCR Summary Arrest Data

Total Adult Arrests						
Part I Violent Crime Arrest	0	0	NC*	0	1	NC*
Part I Property Crime Arrest	0	0	NC*	1	1	0.00
Part II (All Other Offenses) Arrest	67	88	31.34	158	169	6.96
Grand Totals:	67	88	31.34	159	171	7.55
Total Juvenile Arrests						
Part I Property Crime Arrest	0	0	NC*	0	0	NC*
Grand Totals:	0	0	NC*	0	0	NC*
Total Arrests						
Part I Violent Crime Arrest	0	0	NC*	0	1	NC*
Part I Property Crime Arrest	0	0	NC*	1	1	0.00
Part II (All Other Offenses) Arrest	67	88	31.34	158	169	6.96
Grand Totals:	67	88	31.34	159	171	7.55

City Wide Misc. RMS Summary Data

	November 2015	November 2016	November % Change	Year To Date 2016	Year To Date 2017	Year To Date % Change
Field Contacts	0	0	NC*	0	0	NC*
Stolen Property	$15,560.60	$37,130.91	138.62	$83,595.89	$466,565.38	458.12
Recovered Property	$2.00	$0.00	-100.00	$2.00	$25,700.00	1,284,900.00
Injury Accidents	0	0	NC*	0	0	NC*
Total Accident Reports	0	0	NC*	0	0	NC*
Total Citations	0	0	NC*	0	0	NC*

City Wide Calls for Service

Selected Calls for Service Categories	November 2015	November 2016	November % Change	Year to Date 2016	Year to Date 2017	Year to Date % Change
All Alarms	59	56	-5.08	114	111	-2.63
False Alarms	41	39	-4.88	86	82	-4.65
Disturbance / Assault	43	46	6.98	85	85	0.00
Narcotics Investigation	0	3	NC*	1	5	400.00
Disorderly	0	1	NC*	1	1	0.00
Theft	17	12	-29.41	32	37	15.63
Weapons Related	1	0	-100.00	1	0	-100.00
Traffic Stops	245	294	20.00	659	735	11.53
Traffic Accidents	38	50	31.58	93	100	7.53

City Wide Reported Crime Breakdown

Part I Violent Crime						
Attempted Rape	0	0	NC*	0	0	NC*
Rape	0	2	NC*	0	2	NC*
RAPE	0	2	NC*	0	2	NC*
Robbery - Firearm	0	0	NC*	0	0	NC*
Robbery - Knife	0	1	NC*	0	1	NC*
Robbery - Strongarm	0	0	NC*	0	0	NC*
ROBBERY	0	1	NC*	0	1	NC*
Aggravated Assault with Firearm	0	0	NC*	1	0	-100.00
Aggravated Assault with Knife	0	0	NC*	0	1	NC*
Aggravated Assault with Other Weapon	1	0	-100.00	3	1	-66.67
Aggravated Assault with Personal Weapons	0	0	NC*	0	0	NC*
AGGRAVATED ASSAULT	1	0	-100.00	4	2	-50.00
UCR Totals:	1	3	200.00	4	5	25.00
Part I Property Crime						
Burglary Forcible	0	1	NC*	0	1	NC*
Burglary Non-Forcible	0	1	NC*	1	1	0.00
BURGLARY	0	2	NC*	1	2	100.00
Theft - Bicycle	0	0	NC*	0	0	NC*
Theft - From Buildings	0	0	NC*	0	0	NC*
Theft - From Coin Operated Machine	0	0	NC*	0	0	NC*
Theft - From Motor Vehicle (Except Parts)	1	2	100.00	1	6	500.00
Theft - Motor Vehicke Parts/Accessories	0	0	NC*	1	0	-100.00
Theft - Other	8	6	-25.00	18	17	-5.56
Theft - Shoplifting	0	0	NC*	0	0	NC*
LARCENY	9	8	-11.11	20	23	15.00
Auto	0	1	NC*	2	4	100.00
Other Vehicles	0	0	NC*	0	0	NC*
Truck/Bus	0	1	NC*	0	3	NC*
THEFT OF MOTOR VEHICLE	0	2	NC*	2	7	250.00
UCR Totals:	9	12	33.33	23	32	39.13
Part II (All Other Offenses)						
OTHER ASSAULTS	9	17	88.89	22	25	13.64
FORGERY	1	0	-100.00	1	0	-100.00
FRAUD	2	0	-100.00	6	2	-66.67
STOLEN PROPERTY: Buying, Receiving, Possessing	0	0	NC*	0	0	NC*
VANDALISM	2	3	50.00	6	6	0.00
WEAPONS: Carrying, Possessing, Etc.	0	0	NC*	0	0	NC*
SEX OFFENSE (Except Forcible Rape & Prostitution	0	0	NC*	0	0	NC*
DRUG OFFENSE	3	8	166.67	8	14	75.00
OFFENSES AGAINST THE FAMILY & CHILDREN	0	0	NC*	0	0	NC*
DRIVING UNDER THE INFLUENCE	3	2	-33.33	6	3	-50.00
LIQUOR LAWS	0	0	NC*	0	0	NC*
DRUNKENNESS	0	0	NC*	0	0	NC*
DISORDERLY CONDUCT	0	0	NC*	0	0	NC*
RUNAWAYS (PERSONS UNDER AGE 18)	1	0	-100.00	1	1	0.00

ALL OTHER REPORTABLE OFFENSES	2	3	50.00	9	10	11.11
NON - REPORTABLE OFFENSES	8	5	-37.50	15	8	-46.67
UCR Totals:	31	38	22.58	74	69	-6.76
Grand Totals:	41	53	29.27	101	106	4.95

City Wide Breakdown of Arrests

Part I Violent Crime Arrest						
Robbery - Firearm	0	0	NC*	0	0	NC*
Robbery - Knife	0	0	NC*	0	0	NC*
Robbery - Strongarm	0	0	NC*	0	0	NC*
ROBBERY	0	0	NC*	0	0	NC*
Aggravated Assault with Firearm	0	0	NC*	0	0	NC*
Aggravated Assault with Knife	0	0	NC*	0	1	NC*
Aggravated Assault with Other Weapon	0	0	NC*	0	0	NC*
Aggravated Assault with Personal Weapons	0	0	NC*	0	0	NC*
AGGRAVATED ASSAULT	0	0	NC*	0	1	NC*
UCR Totals:	0	0	NC*	0	1	NC*
Part I Property Crime Arrest						
Burglary Forcible	0	0	NC*	0	0	NC*
BURGLARY	0	0	NC*	0	0	NC*
Theft - From Motor Vehicle (Except Parts)	0	0	NC*	0	0	NC*
Theft - Other	0	0	NC*	0	1	NC*
Theft - Shoplifting	0	0	NC*	1	0	-100.00
LARCENY	0	0	NC*	1	1	0.00
Auto	0	0	NC*	0	0	NC*
Other Vehicles	0	0	NC*	0	0	NC*
THEFT OF MOTOR VEHICLE	0	0	NC*	0	0	NC*
UCR Totals:	0	0	NC*	1	1	0.00
Part II (All Other Offenses) Arrest						
OTHER ASSAULTS	6	9	50.00	11	16	45.45
FORGERY	0	0	NC*	0	0	NC*
FRAUD	0	0	NC*	0	0	NC*
STOLEN PROPERTY: Buying, Receiving, Possessing	0	0	NC*	0	0	NC*
VANDALISM	1	4	300.00	3	5	66.67
WEAPONS: Carrying, Possessing, Etc.	0	0	NC*	0	0	NC*
DRUG OFFENSE	3	13	333.33	10	21	110.00
OFFENSES AGAINST THE FAMILY & CHILDREN	0	0	NC*	0	0	NC*
DRIVING UNDER THE INFLUENCE	4	4	0.00	6	5	-16.67
LIQUOR LAWS	1	1	0.00	2	4	100.00
DRUNKENNESS	21	16	-23.81	50	27	-46.00
DISORDERLY CONDUCT	1	1	0.00	1	2	100.00
ALL OTHER REPORTABLE OFFENSES	16	15	-6.25	33	33	0.00
NON - REPORTABLE OFFENSES	14	25	78.57	42	56	33.33
UCR Totals:	67	88	31.34	158	169	6.96
Grand Totals:	67	88	31.34	159	171	7.55

City Wide Breakdown of Juvenile Arrests

Part I Property Crime Arrest						
Theft - Other	0	0	NC*	0	0	NC*
LARCENY	0	0	NC*	0	0	NC*
UCR Totals:	0	0	NC*	0	0	NC*
Grand Totals:	0	0	NC*	0	0	NC*

Production Notes

General Information:

- NC* = Non Calculable due to division by zero.
- The STAAC Reports are static reports designed to compile data once each month. Any changes, which may occur in the data after the report has been compiled, will not be included.
- Unfounded cases have been excluded. However, if a case is declared unfounded after the month in which this report is compiled, that change will not be included.
- UCR Hierarchy rules have been applied to the reported crime and arrest data.
- The City Wide report contains records for all calls, cases & arrests, even those with unknown beat/district information. The individual district & beat reports contain only those records which could be verified to that particular beat or district.
- The data for this report is compiled using a Business Objects Crystal Reports.

Call for Service Information:

- Call for Service data was pulled by Create Date.
- The following call types have been excluded from this report: "Call Police", "Court", "DOT", "Follow Up", "Meal Break", "Meet", "Vehicle Service or Repair", "Serving or Obtaining Warrants", "Special Assignment", "Special Investigation", "Test Call", "Training-Law", "Wrecker"
- Citizen Initiated calls are defined as calls where the call source is listed as “911 Call”, “Phone”, “VoIP Call”, “3rd Party Caller” or “Alarm”.
- Officer Initiated calls are defined as calls where the call source is listed as “Field Initiated”, “Front Desk” or “MDT”.
- The categories of All Alarms, Domestic Calls, Drug Violations, Funeral Escorts & Traffic Stops are defined as calls with the specific call type for which the category is named.
- False Alarms are defined as any alarm call with a disposition other than “Report Taken” or “Arrest Made”.
- Other Escorts are defined as any type of escort call other than a funeral escort.
- Gun/Shooting Related calls are those with the following call types: “Discharge Gun”, “Shooting”, and “Gunshots”.
- Traffic Accidents are defined as vehicle accident calls with a disposition of “Report Taken”. Traffic accident calls with other dispositions are not included.

Reported Crime Information:

- Case data was pulled by Reported Date.
- UCR Hierarchy rules have been applied.
- Unfounded cases have been excluded. However, if a case is declared unfounded after the month in which this report is compiled, that change will not be included.
- Part I Violent Crime includes murder, rape, robbery & aggravated assault.
- Part I Property Crime includes burglary, larceny, motor vehicle theft & arson.
- Part II Crime is defined as any reported offense not included in the Part I categories above.
- Drug Violations include only reported offenses specifically entered as drug violations.

Arrest Information:

- Arrest data was pulled by the Arrest Date.
- UCR Hierarchy rules have been applied.
- The totals displayed in this section represent a distinct count of arrest numbers after the UCR Hierarchy rule was applied.
- In the OSSI System, all citations, other than traffic offenses, are entered into the system as arrests. These arrest totals include those citation counts. Traffic violations, other than DWI, are not included in this report.
- Part I Violent Crime includes murder, rape, robbery & aggravated assault.
- Part I Property Crime includes burglary, larceny, motor vehicle theft & arson.
- Part II Crime is defined as any reported offense not included in the Part I categories above.
- Drug Violations include only reported offenses specifically entered as drug violations.
- Juvenile Arrests are defined as arrests where the age of the arrestee is less than 17 years of age.

Field Investigations:

- Field Investigations data was pulled by the Contact Date.
- Field Investigations data was pulled directly from RMS.FCMAIN.dbo. This is not a static database. This database contains only records from the OSSI system.

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: December 6, 2016

Submitter/Requestor: Sean Landis

Presenter: Sean Landis

Description/Subject: Monthly Building Department Report for November 2016.

Purpose/Need: Policy Issue☐ Administrative Issue ☐

Background/Issue (What prompted this need?)**: None**

Impacted Parties (Expected/Notified)**: Council, Staff & citizens**

Miscellaneous Comments:
In the month of November, there was 1 residential permits issued totaling $376,852.15

No new commercial permits were issued in November.

Recommended Action:

Attachments:
- Monthly Permitting report page for November
- 2016-2017 Year to Date report
- Code Enforcement and Building Inspection report for November
- Fire Marshal Inspection report for November

Fiscal Impact: Budgeted ___ Yes ___No
Budget Amendment Required ___ Yes ___No
Future/Ongoing Impact ___ Yes ___No

Finance Officer Review: _____

Budget Dept/Line Item Number _____

Funding Comments:

Where on the agenda should this item be placed? Consent Agenda

Suggested Motion:

City Manager Review:

- ○ Approved as submitted
- ○ Submitted for Council consideration without comment
- ○ Submitted for Council consideration with comments stated below:

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances.)

Sent to City Attorney for review _____ _____
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

Received and accepted by the City Secretary/Assistant _____ _____

Returned by the City Secretary/Assistant (If incomplete) _____ _____

All requests must be submitted to the City Secretary's Office no later than 5:00 p.m. on the Wednesday preceding the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

Building Department Statistics
Fiscal Year 2016-2017

Date	New Residential		Residential Additions & Pools		Commercial New & Additions		City Projects New & Additions		*Miscellaneous		Electrical		Irrigation		Mechanical		Plumbing		Monthly Totals		Last Year Totals	
	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#		#	
October	1	$208,000.00	14	$354,534.00	1	$30,000.00	0	$0.00	7	$73,703.00	12	$ 428,520.00	1	$3,850.00	13	$ 84,977.26	16	$ 525,082.14	65	$1,708,666.40	51	$1,368,291.08
November	1	$376,852.15	19	$363,816.00	0	$0.00	0	$0.00	12	$61,000.09	11	$ 45,994.00	2	$9,455.00	10	$ 160,285.00	17	$ 30,397.00	72	$1,047,799.24	87	$ 941,415.96
December																			0	$0.00	54	$ 806,735.21
January																			0	$0.00	47	$ 441,041.91
February																			0	$0.00	78	$ 1,023,706.70
March																			0	$0.00	69	$ 1,254,595.86
April																			0	$0.00	84	$ 1,502,938.81
May																			0	$0.00	71	$ 1,574,631.91
June																			0	$0.00	71	$ 5,943,491.60
July																			0	$0.00	81	$ 6,158,649.30
August																			0	$0.00	71	$ 1,394,526.79
September																			0	$0.00	64	$ 678,137.65
Y-T-D TOTALS	**2**	**$584,852.15**	**33**	**$718,350.00**	**1**	**$30,000.00**	**0**	**$0.00**	**19**	**$134,703.09**	**23**	**$474,514.00**	**3**	**$13,305.00**	**23**	**$245,262.26**	**33**	**$555,479.14**	**137**	**$2,756,465.64**	**828**	**$ 23,088,162.79**

Fees Paid			Fees Paid		
October	$4,050.75	April			
November	$11,440.63	May			
December		June			
January		July			
February		August			
March		September		Y-T-D Total	

*** Miscellaneous includes fill,tree, fire, sign, demolition, & misc, (certificate of occupancy, etc.)**

New Residential Buildings	
	1

	#	Water Impact Fees	#	Sewer Impact Fees			#	Water Impact Fees	#	Sewer Impact Fees	
October		$ 1,081.75		$ 1,444.00		April					
November		$ 884.80		$ 1,054.00		May					
December						June					
January						July					
February						August					
March						September					

		Water Impact		Sewer Impact
Y-T-D Total	0	$1,966.55	0	$1,144.00

Building Department Statistics
November 2016

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	1	$376,852.15	$1,936.50
Building Additions	17	$253,316.00	$2,617.00
Swimming Pools	2	$110,500.00	$868.50
New Commercial	0	$0.00	$0.00
Commercial Additions	0	$0.00	$0.00
New City	0	$0.00	$0.00
City Additions	0	$0.00	$0.00
Electrical	11	$45,994.00	$544.50
Fill	0	$0.00	$0.00
Irrigation	2	$9,455.00	$178.75
Mechanical	10	$160,285.00	$2,803.00
Plumbing	17	$30,397.00	$735.00
Sign	5	$34,650.09	$442.50
Demolition	2	$9,150.00	$100.00
Fire Alarm/Sprinkler	1	$16,000.00	$165.00
Miscellaneous	1	$1,200.00	$60.00
Lien	3	$0.00	$989.88
TOTALS	**72**	**$1,047,799.24**	**$11,440.63**

Building Department Statistics
November 2016

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	1	$376,852.15	$1,936.50
Building Additions	17	$253,316.00	$2,617.00
Swimming Pools	2	$110,500.00	$868.50
New Commercial	0	$0.00	$0.00
Commercial Additions	0	$0.00	$0.00
New City	0	$0.00	$0.00
City Additions	0	$0.00	$0.00
Electrical	11	$45,994.00	$544.50
Fill	0	$0.00	$0.00
Irrigation	2	$9,455.00	$178.75
Mechanical	10	$160,285.00	$2,803.00
Plumbing	17	$30,397.00	$735.00
Sign	5	$34,650.09	$442.50
Demolition	2	$9,150.00	$100.00
Fire Alarm/Sprinkler	1	$16,000.00	$165.00
Miscellaneous	1	$1,200.00	$60.00
Lien	3	$0.00	$989.88
TOTALS	**72**	**$1,047,799.24**	**$11,440.63**

Building Department Statistics
Fiscal Year 2016-2017

Date	New Residential		Residential Additions & Pools		Commercial New & Additions		City Projects New & Additions		*Miscellaneous		Electrical		Irrigation		Mechanical		Plumbing		Monthly Totals		Last Year Totals	
	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#		#	
October	1	$208,000.00	14	$354,534.00	1	$30,000.00	0	$0.00	7	$73,703.00	12	$ 428,520.00	1	$3,850.00	13	$ 84,977.26	16	$ 525,082.14	65	$1,708,666.40	51	$1,368,291.08
November	1	$376,852.15	19	$363,816.00	0	$0.00	0	$0.00	12	$61,000.09	11	$ 45,994.00	2	$9,455.00	10	$ 160,285.00	17	$ 30,397.00	72	$1,047,799.24	87	$ 941,415.96
December																			0	$0.00	54	$ 806,735.21
January																			0	$0.00	47	$ 441,041.91
February																			0	$0.00	78	$ 1,023,706.70
March																			0	$0.00	69	$ 1,254,595.86
April																			0	$0.00	84	$ 1,502,938.81
May																			0	$0.00	71	$ 1,574,631.91
June																			0	$0.00	71	$ 5,943,491.60
July																			0	$0.00	81	$ 6,158,649.30
August																			0	$0.00	71	$ 1,394,526.79
September																			0	$0.00	64	$ 678,137.65
Y-T-D TOTALS	**2**	**$584,852.15**	**33**	**$718,350.00**	**1**	**$30,000.00**	**0**	**$0.00**	**19**	**$134,703.09**	**23**	**$474,514.00**	**3**	**$13,305.00**	**23**	**$245,262.26**	**33**	**$555,479.14**	**137**	**$2,756,465.64**	**828**	**$ 23,088,162.79**

	Fees Paid		Fees Paid
October	$4,050.75	April	
November	$11,440.63	May	
December		June	
January		July	
February		August	
March		September	
		Y-T-D Total	

*** Miscellaneous includes fill,tree, fire, sign, demolition, & misc, (certificate of occupancy, etc.)**

New Residential Buildings	
	1

	#	Water Impact Fees	#	Sewer Impact Fees			#	Water Impact Fees	#	Sewer Impact Fees	
October		$ 1,081.75		$ 1,444.00		April					
November		$ 884.80		$ 1,054.00		May					
December						June					
January						July					
February						August					
March						September					

		Water Impact		Sewer Impact
Y-T-D Total	0	$1,966.55	0	$1,144.00

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {11/01/2016} And {11/30/2016}

HIALEAH1908 **Alpha Montessori**
1908 Hialeah DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/04/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA3722 **Apollo Tire & Wheel**
3722 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/29/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

SECOND1409 **Back Bay Boutique**
1409 Main ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/18/2016		205 INSPECTION - Follow Up	0.00	

Total Activities for Occupancy: 1 **0.00**

BAYA02 **Bay Area Houston Magazine**
1108 N Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/18/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {11/01/2016} And {11/30/2016}

FIFTH1310 Clear Creek Club
1310 5th (Fifth) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/29/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA2901 Comfort Inn & Suites
2901 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/18/2016		205 INSPECTION - Follow Up	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA3659#E Domino's Pizza
3659 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/09/2016		205 INSPECTION - Follow Up	0.00	

Total Activities for Occupancy: 1 **0.00**

COMP02 FBC Seabrook
1909 Capri LANE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/04/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {11/01/2016} And {11/30/2016}

NASA3000 **Hampton Inn**
3000 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/03/2016		121 PLAN REVIEW - Fire Alarm	0.00	
11/11/2016		224 INSPECTION - Sprinkler Above Groung Hydro	0.00	
11/18/2016		224 INSPECTION - Sprinkler Above Groung Hydro	0.00	
11/29/2016		224 INSPECTION - Sprinkler Above Groung Hydro	0.00	
11/29/2016		822 CONSULTATION - Sprinkler System	0.00	

Total Activities for Occupancy: 5 **0.00**

BAYPORT2916# **Hayes Rigging**
2916 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/18/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

SALE01 **Holiday Inn**
2710 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/01/2016		822 CONSULTATION - Sprinkler System	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA1818 **Hooter's**
1818 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/04/2016		200 INSPECTION - Annual	0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {11/01/2016} And {11/30/2016}

NASA1818 Hooter's
1818 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 1			0.00	

MARVINCIR192 KIWO
1929 Marvin CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/04/2016		840 CONSULTATION - Hazardous Operation	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2611 Knothhead's
2611 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/29/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

LAKE03 Lakeside Yachting Center
2515 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/09/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

LAKE04 Lakeside Yachting Center
2515 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {11/01/2016} And {11/30/2016}

LAKE04 Lakeside Yachting Center
2515 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/09/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA2511B Lakeside Yachting Center
2511 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/09/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA2517-A Lakeside Yachting Center
2517 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/09/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA1913 Majestic Pet
1913 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/29/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {11/01/2016} And {11/30/2016}

NASA3136 C Maribell's
3136 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/04/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

BAYPORT2001 Maxum Scuba
2001 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/04/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

SECOND1605 Midnight Slice
1605 Main ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/18/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

BAYPORT2910 Pawn it All
2910 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/18/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {11/01/2016} And {11/30/2016}

NASA2727 Pirates Landing Apartments
2727 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/09/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA2720 Quality Inn
2720 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/01/2016		890 CONSULTATION - Other	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA3720 Seabrook Automotive LLC
3720 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/29/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

BAYPORT2304- Seabrook House of Flowers
2304 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/29/2016		800 CONSULTATION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {11/01/2016} And {11/30/2016}

REPSDORPH240 Teakwood Apartments
2401 Repsdorph
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/09/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

TOWE01 Towers of Seabrook (not club house)
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/29/2016		820 CONSULTATION - Fire Protection	0.00	
Total Activities for Occupancy: 1			**0.00**	

TOWE14 Towers of Seabrook Bldg 02
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/11/2016		201 INSPECTION - Final	0.00	
11/11/2016		221 INSPECTION - Fire Alarm	0.00	
11/25/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 3			**0.00**	

TOWE13 Towers of Seabrook Bldg 03
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/25/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {11/01/2016} And {11/30/2016}

TOWE11 Towers of Seabrook Bldg 04
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/25/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

TOWE10 Towers of Seabrook Bldg 05
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/25/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

TOWE09 Towers of Seabrook Bldg 06
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/25/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

TOWE04 Towers of Seabrook Bldg 07
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/25/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {11/01/2016} And {11/30/2016}

TOWE03 Towers of Seabrook Bldg 08
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/25/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

TOWE02 Towers of Seabrook Bldg 09
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/25/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

TOWE05 Towers of Seabrook Bldg 10
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/25/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

TOWE06 Towers of Seabrook Bldg 11
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/25/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {11/01/2016} And {11/30/2016}

TOWE12 Towers of Seabrook Bldg 12
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/25/2016		205 INSPECTION - Follow Up	0.00	

Total Activities for Occupancy: 1 **0.00**

TOWE08 Towers of Seabrook Bldg 13
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/25/2016		205 INSPECTION - Follow Up	0.00	

Total Activities for Occupancy: 1 **0.00**

NMEYER913 Vacant was Seabrook Visitors Center
913 N Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/29/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA3324 Valero
3324 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/29/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 **0.00**

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {11/01/2016} And {11/30/2016}

BAYPORT1902 Walgreens
1902 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/29/2016		200 INSPECTION - Annual	0.00	
			0.00	

Total Activities for Occupancy: 1

WATE01 Waterfront Seafood
510 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
11/18/2016		205 INSPECTION - Follow Up	0.00	
			0.00	

Total Activities for Occupancy: 1

Grand Total Activities: 51 **Grand Totals:** 0.00 0.00

Fire Inspector Report for November 2016

New (or annual) Inspections	**26**
Re-inspections (follow-ups)	**18**
Consultations	**6**
Plan Reviews	**1**
Investigations	**0**
Total Inspections	**51**
Outstanding Inspections	**39**

The City Council of the City of Seabrook met in regular session on Tuesday, November 15, 2016 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL	MAYOR
ROBERT LLORENTE	COUNCIL PLACE NO. 1
MIKE GIANGROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	COUNCIL PLACE NO. 3
MELISSA BOTKIN – Ex. Abs.	COUNCIL PLACE NO. 4
GLENNA ADOVASIO	COUNCIL PLACE NO. 5
O.J. MILLER	MAYOR PRO TEM & COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	DEPUTY CITY MANAGER
STEVE WEATHERED	CITY ATTORNEY
ROBIN HICKS	CITY SECRETARY

1. INTERVIEW CANDIDATES FOR VARIOUS BOARDS AND COMMISSIONS

1.1. Candidate Interviews

Interview candidates for openings on the Planning & Zoning Commission and the Ethics Review Commission. (Council)

Michael Cramer was interviewed first for a position on the Ethics Review Commission and Council asked why he wanted to be involved with the City, how long he has lived in Seabrook, why he likes living in Seabrook, and if he has the time to devote to volunteering with the City. Mr. Cramer stated that he loves living in Seabrook, over the past four (4) years, and wants to give back to the community. He has more time to volunteer now because he is in management at his job and no longer travels as much. He stated in his application that Seabrook is the best place he's ever lived, with great neighbors, a park and pool near his home, and a nice view of the Bay.

Tracie Soich was interviewed second for a position on the Planning & Zoning Commission. Council knows Tracie, as she was the chair of the Comprehensive Master Plan Review Commission. Being involved with the Master Plan, Tracie has a good understanding of where the City is and where it's trying to go. The Council asked why she wants to volunteer again and she explained that she plans to continue living in Seabrook for at least another 6 years, until her daughter graduates, and she believes it is important to be the solution and not the problem. Through her work with the Comprehensive Master Plan Review Commission, she realized that some people do not understand the processes and how government works, and she would like to be the voice of the City when citizens ask questions and want to know.

2. PRESENTATIONS

2.1. Christmas Activities

Presentation and update on City of Seabrook Christmas festivities and celebrations, including the Old Seabrook Holiday Decorating Contest. (Dearman)

LeaAnn Dearman, Director of Communications, stated that the City keeps adding events to Christmas celebrations, which now include Share Your Christmas and the food drive which wraps up December 16, the Main Street Tree lighting at 6:00pm on December 1 with more vendors, two (2) choirs and a Charlie Brown Christmas production on the grassy lost at the post office, hot chocolate, and cookies with Santa. (people can log on to Facebook to share comments), Breakfast with Santa from 9:00 a.m. to 11:00 a.m on December 3 at the Community House, the SVFD Santa Run event on December 10, and the Old Seabrook Holiday Decorating Contest. City offices will be closed for holidays on Thursday, November 24 and Friday, November 25 for Thanksgiving and Friday, December 23, and Monday, December 26 for Christmas.

3. PUBLIC COMMENTS AND ANNOUNCEMENTS - none

At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker, shall be limited to city business or city-related business or matters of general public interest, and shall not include any personal attacks. In accordance with the 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.

3.1. Mayor, City Council and/or members of the city staff may make announcements about city/community events. (Council)

Mayor Royal announced that Celebration Seabrook was extraordinary this year and thanked the City Manager, the Director of Communications and her staff, the Police Department, the Public Works Department and all the volunteers.

Councilmember Giangrosso announced several upcoming events, including the Main Street Christmas Tree Lighting, Breakfast with Santa, the Santa Run 2016, and the City office closings for the holidays.

Councilmember Johnson announced the November meeting of the Houston Councy Mayors and Councils Association for November 17 at 6:30pm at the Monument Inn.

Chief Wright announced the Rotary Office of the Year Award nominations that will open the week of November 21. Anyone can nominate an officer. The Award winner will be announced a the Men Who Cook event in February. Applications/nominations are due by the end of January.

4. CONSENT AGENDA

Council will discuss, consider, and if appropriate, take action on the items listed below.

4.1. CLEMC Monthly Report

Approve the Clear Lake Emergency Medical Corps (CLEMC) monthly report for October 2016. (Hunter)

4.2. Fire Department Monthly Report

Approve the Seabrook Volunteer Fire Department (SVFD) monthly report for October 2016. (Gutaker)

4.3. Pulled from the Consent Agenda by the City Manager

4.4. Building Department Monthly Report

Approve the Seabrook Building Department monthly report for October 2016. (Landis)

4.5. Special Event Thanks for Giving

Approve a special event permit and waiver of the fee for a fundraising event, Thanks for Giving, for the Way Out Women's Center on Sunday, November 20, 2016, from 7:00am until 7:00pm at Meador Park Pavilion and at Miramar Park. Fees and site plan have been submitted and approved. Certificate of insurance will be provided. (Hicks)

4.6. Special Permit Christmas Tree Lighting

Approve a special permit for the Seabrook Christmas Tree Lighting event on Thursday, December 1, 2016 from 6:00pm until 9:00pm at Mohrhusen Park. (Dearman)

4.7. Excused Absence

Approve an excused absence for Robert Llorente for the November 1, 2016 regular City Council meeting. (Hicks)

4.8. Minutes October 4, 2016

Approve minutes of the October 4, 2016 regular City Council meeting. (Hicks)

4.9. Minutes October 18, 2016

Approve minutes of the October 18, 2016 regular City Council meeting. (Hicks)

4.10. Minutes November 1, 2016

Approve minutes of the November 1, 2016 regular City Council meeting. (Hicks)

Motion was made by Councilmember Giangrosso and seconded by Councilmember Llorente

To approve the Consent Agenda, with the exception of item 4.3.

MOTION CARRIED BY UNANIMOUS CONSENT

4.3. Police Department Monthly Report

Approve the Seabrook Police Department monthly report for October 2016. (Wright)

Gayle Cook, City Manager, stated that at the stolen property numbers show an increase of over 400%.

Chief Wright explained that a couple of boat motors and a boat were stolen, and in addition, a resident was accused of internet fraud. Seabrook PD is required to take the fraud report, and forward the case to the FBI. The internet fraud is considered virtual theft and is out of the jurisdiction of the Seabrook Police Department; however, because the report was taken locally, the number is reflected in the monthly report.

Motion was made by Councilmember Llorente and seconded by Councilmember Adovasio

To approve the Seabrook Police Department monthly report for October 2016.

MOTION CARRIED BY UNANIMOUS CONSENT

5. NEW BUSINESS

Council will discuss, consider and if appropriate, take action on the items listed below.

5.1. Planning & Zoning Commission Appointment

Appoint a member to the Planning & Zoning Commission to fill a vacant position left by Michael Sharpe, with a term ending January 1, 2017. (Council)

Motion was made by Councilmember Miller and seconded by Councilmember Adovasio

To appoint Tracie Soich to the Planning & Zoning Commission to fill a vacant position left by Michael Sharpe, with a term ending January 1, 2017.

MOTION CARRIED BY UNANIMOUS CONSENT

5.2. Ethics Review Commission Appointment

Appoint an alternate member to the Ethics Review Commission, with a term ending October 31, 2018. (Council)

Motion was made by Councilmember Miller and seconded by Councilmember Adovasio

To appoint Michael Cramer as an alternate member to the Ethics Review Commission, with a term ending October 31, 2018.

MOTION CARRIED BY UNANIMOUS CONSENT

5.3. Seaside RV Resort and Cabanas Planned Unit Development (PUD)

***After receipt of the report from the Planning & Zoning Commission,* consider and take all appropriate action on a preliminary Planned Unit Development (PUD) plan to designate the Seaside RV Resort and Cabanas Planned Unit Development (PUD), the property being 8.883 acres of land situated in abstract 52 in the Ritson Morris Survey, Harris County Texas. (Landis)**

Chairman, Michael Potts, presented the Planning & Zoning Commission report on the preliminary plan PUD and it was approved by P&Z by a 4-2 vote. The Commission continued to have discussions on the plan, including whether or not an RV Resort was an appropriate land use, based on the Master Plan, and the Commission decided that it would be.

Council members expressed concerns with the lack of detail in the preliminary plan. Questions were asked about misleading pictures in the preliminary plan that do not accurately reflect what the developer intends to build, no timeline included in the plan, whether funding is an issue, whether a management company will manage the property after the PUD is completed, no rental agreement is included in the preliminary plan, no landscaping plan is included, no lighting plan is included. The overall plan needs to be more specific.

Motion was made by Councilmember Miller and seconded by Councilmember Giangrosso

To approve a preliminary Planned Unit Development (PUD) plan to designate the Seaside RV Resort and Cabanas Planned Unit Development (PUD), the property being 8.883 acres of land situated in abstract 52 in the Ritson Morris Survey, Harris County Texas.

MOTION CARRIED BY UNANIMOUS CONSENT

5.4. Ordinance 2016-28 EDC Budget Amendment

Consider and take all appropriate action on first and final reading of Ordinance 2016-28. (Gibbs)

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017 FOR THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION

Gayle Cook, City Manager, stated that there was not a line item in the 2016/17 EDC budget for the water tank relocation, so staff went back to EDC and asked for a new line item. This is a housekeeping measure.

Motion was made by Councilmember Giangrosso and seconded by Councilmember Johnson

To approve Ordinance 2016-28 on first and final reading.

MOTION CARRIED BY UNANIMOUS CONSENT

5.5. Resolution 2016-24 Texas Coalition of Cities for Utility Issues ("TCCFUI")

Consider and take all appropriate action on proposed Resolution 2016-24, "Participation in the Texas Coalition of Cities for Utility Issues". (Cook)

A RESOLUTION AUTHORIZING THE PARTICIPATION OF THE CITY OF SEABROOK WITH OTHER TEXAS CITIES IN THE TEXAS COALITION OF CITIES FOR UTILITY ISSUES; PROVIDING FOR A REPRESENTATIVE TO THE COALITION AND FOR OTHER REASONABLE AND NECESSARY STEPS; AUTHORIZING PAYMENT OF A PARTICIPATION FEE; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Miller and seconded by Councilmember Llorente

To approve proposed Resolution 2016-24, "Participation in the Texas Coalition of Cities for Utility Issues".

MOTION CARRIED BY UNANIMOUS CONSENT

5.6. Resolution 2016-25 Sanitation Rate Update Resolution

Consider and take all appropriate action on proposed Resolution 2016-25, "Update in Sanitation Procedures and Rates". (Cook)

A RESOLUTION REESTABLISHING SANITATION PROCEDURES AND UPDATING RESIDENTIAL CHARGES AND COMMERCIAL CHARGES FOR SANITATION SERVICES AND REPEALING RESOLUTION NO. 2015-02.

Gayle Cook, City Manager, stated that as part of the waste management contract, a CPI increase is built in every January, using the September CPI percentage. In addition, the company has made incremental increases to commercial dumpsters, for a total 12% increase with this year's numbers. This is the final year on this particular contract, and the City will bid out these services in the following years.

Motion was made by Councilmember Llorente and seconded by Councilmember Giangrosso

To approve proposed Resolution 2016-25, "Update in Sanitation Procedures and Rates".

MOTION CARRIED BY UNANIMOUS CONSENT

THIS SPACE INTENTIONALLY LEFT BLANK

5.7. Bid Award for Hester's Gully Drainage Improvements Project 2016-10

Consider and take all appropriate action on staff's recommendation to reject the current bids for the Hester's Gully Drainage Improvements Project 2016-10 and re-bid the project with the necessary Section 3 business notifications. (Chairez)

Arthur Chairez, Director of Public Works, stated that this project will use the last of the funds from the General Land Office Round 2 of the Hurricane Ike Recovery Funds. This project is drainage improvements at Hester's Gully, building a walking bridge and clearing land for Hester's Gully watershed. The project went out for bids on October 20 and the City received five (5) bids. Soon after the bid opening staff was notified by the grant coordinator that special businesses may not have been notified before advertising the bid requirements, per federal grant guidelines. Because the City has over 50 projects funded with the Hurricane Ike grant monies, staff would rather be overly cautious and re-bid the project, rather than taking a chance that the money would eventually have to be reallocated.

Motion was made by Councilmember Giangrosso and seconded by Councilmember Adovasio

To reject the current bids for the Hester's Gully Drainage Improvements Project 2016-10 and re-bid the project with the necessary Section 3 business notifications.

MOTION CARRIED BY UNANIMOUS CONSENT

5.8. Baybrook II/III Sewer Rehabilitation Project

Consider and take all appropriate action on a contract between the City of Seabrook and Insituform Technologies, Inc. for rehabilitation of the 6 & 8 inch sanitary sewer mains on Allegro Drive, Beechcraft Street, and Coronado Street by the Cured in Place Pipe (CIPP) lining and pipe bursting methods (Project 2016-14), in an amount not to exceed $101,630.40, through the cooperative purchasing agreement with BuyBoard. (Chairez)

Arthur Chairez, Director of Public Works, stated that over the past 15 years, in an effort to continue to improve the City's sanitary sewer structure, staff surveys every year for trouble spots and targets certain areas for repairs/rehabilitation. This is a budgeted item.

Motion was made by Councilmember Miller and seconded by Councilmember Johnson

To approve a contract between the City of Seabrook and Insituform Technologies, Inc. for rehabilitation of the 6 & 8 inch sanitary sewer mains on Allegro Drive, Beechcraft Street, and Coronado Street by the Cured in Place Pipe (CIPP) lining and pipe bursting methods (Project 2016-14), in an amount not to exceed $101,630.40, through the cooperative purchasing agreement with BuyBoard.

MOTION CARRIED BY UNANIMOUS CONSENT

5.9. Bay Area Coastal Protection Alliance (BACPA)

Consider and take all appropriate action on an unbudgeted expenditure of $10,000 to Bay Area Coastal Protection Alliance (BACPA) to fund an update to an educational video on the "Ike Dike" for area cities.

Mayor Royal stated that one of the big groups that's behind the Ike Dike is BACPA and the Alliance is also behind the video that's out right now. Since the launch of the video, three congressmen have formed a congressional committee to study Ike Dike. We are also hearing about infrastructure spending in Washington. BACPA is asking area communities to raise money for this video. The City's website has been updated with information on the Ike Dike. Ms. Cook stated that the funds will come out of the non-departmental line item and if a budget amendment is needed at the end of the year, it will be brought to Council for approval.

Motion was made by Councilmember Giangrosso and seconded by Councilmember Adovasio

Upon verification of the return of the funds if the video is not fully funded, to approve an unbudgeted expenditure of $10,000 to Bay Area Coastal Protection Alliance (BACPA to fund an update to an educational video on the "Ike Dike" for area cities.

MOTION CARRIED BY UNANIMOUS CONSENT

6. ROUTINE BUSINESS

Council will discuss, consider and if appropriate, take action on the items listed below.

6.1. Strategic Plan Update

Update on the 2016-17 Strategic Plan Initiatives (Cook)

Gayle Cook, City Manager, updated Council on progress made by the various City departments on the 2016-17 Strategic Plan Initiatives.

6.2. Reports

Reports and announcements concerning items of community interest. No discussion or action will be taken by Council.

Council Liaisons:

a. **Bay Area Houston Convention & Visitors Bureau** – Councilmember Giangrosso announced that the Bureau is moving forward, with Kemah, Nassau Bay and Seabrook participating. The Board has been re-established and is issuing an RFP for a marketing firm instead of hiring an executive director. The Board believes the marketing firm can be hired and utilized within the parameters of the current budget.
b. **Bay Area Houston Economic Partnership** – no report
c. **Bay Area Transportation Partnership** – Mayor Royal reported that the organization has a new director and she is learning and moving forward in her job responsibilities.

d. **Clear Lake Emergency Medical Corps** – Councilmember Johnson explained that the board met last week and the focal point is more transparency with stakeholders. CLEMC will have a reduction in force based on financial concerns. The budget issues are pretty serious. Councilmember Miller pointed out that Councilmember Johnson has taken over the role of President of the Board and has tried to give guidance and direction to the organization. He is trying to do the right thing for CLEMC and for the cities.
e. **Economic Alliance, Port Region** – Mayor Royal reported that the transportation group is taking a lead role in the industry, and no one planned for when it comes online. Transportation is an issue with heavy haul, and the Legislature will probably discuss this topic in the upcoming legislative session. Harris County completed a preliminary truck route study and Red Bluff construction did get funding and will be built in 2018.
f. **Galveston Bay Foundation** – Councilmember Miller encouraged everyone to look at the Foundation's website: www.galvbay.org. The Foundation monitors a lot of projects and there is a lot going on around Galveston Bay.
g. **Hotel Tax Liaison Committee** – no report
h. **Houston-Galveston Area Council** - no report

6.3. Approve the Action Items Checklist which is attached and made a part of this Agenda.

TXDOT –Gayle Cook, City Manager, stated that the only update is on land acquisition. Staff met with TXDOT and confirmed they are holding eminent domain hearings in the Seabrook area, with one hearing being on December 13 in the Council Chamber. There is now 30% confirmed design which necessitates a discussion of water and sewer relocates. TXDOT Engineers have been shifted back on this project to assist with utility conflicts.

Projects – The Public Works facility walls are starting to go up on the back. There have been no major construction issues; therefore, the project is still on time per the original schedule.

Benches and Pelican – The Council purchased benches are in and staff has ordered the plates. Once the plates arrive, Council will receive individual emails about photo opportunities with each member's bench. Faith Shallis has completed painting the Council purchased Pelican and it will go out for delivery on Friday for the clear coat. Staff has not incorporated the Animal Shelter in the design of the Pelican because the base would have to be bigger to accommodate the additional figures. Another option might be to have figures freestanding in the grass around the Pelican. Staff is researching the feasibility of that option.

Motion was made by Councilmember Llorente and seconded by Councilmember Giangrosso

To approve the Action Items Checklist.

MOTION CARRIED BY UNANIMOUS CONSENT

6.4. Establish future meeting dates and agenda items
Council will have only one (1) meeting in December, on December 6.

Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 8:02 p.m.

Approved this 6th day of December 2016.

_____
Glenn Royal
Mayor

_____
Robin Hicks, TRMC
City Secretary

CITY OF SEABROOK
RESOLUTION NO. 2016-26

SUSPENDING THE DECEMBER 21, 2016 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF CENTERPOINT ENERGY TO INCREASE RATES

A RESOLUTION BY THE CITY OF SEABROOK, TEXAS SUSPENDING THE DECEMBER 21, 2016 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF CENTERPOINT ENERGY TO INCREASE RATES WITHIN THE HOUSTON AND TEXAS COAST DIVISIONS AND CONSOLIDATE THE HOUSTON AND TEXAS COAST DIVISIONS TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; AUTHORIZING PARTICIPATION WITH THE GULF COAST COALITION OF CITIES; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, on or about November 16, 2016, CenterPoint Energy Resources d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") filed with the City of Seabrook ("City") and the other affected municipalities a Statement of Intent seeking to increase gas utility rates within the incorporated areas of the Houston Division and Texas Coast Division effective December 21, 2016; and

WHEREAS, CenterPoint is also requesting consolidation of the Houston and Texas Coast Divisions into a single Texas Gulf Division, effective December 21, 2016;

WHEREAS, the City is a gas utility customer of CenterPoint and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to gas issues affecting rates charged in CenterPoint's service area; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, the City's consultants and attorneys recommend that the City suspend the application for further review.

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

SECTION 1. That the findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That the City is authorized to protect the interests of the City and protect the interests of CenterPoint customers residing and conducting business within municipal limits.

SECTION 3. That the December 21, 2016 effective date of the request to increase rates submitted by CenterPoint on or about November 16, 2016, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 4. That the City has previously adopted a resolution authorizing membership in the Gulf Coast Coalition of Cities and intervention in ratemaking proceedings.

SECTION 5. That the City, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C., Karl. J. Nalepa of the consulting firm of Resolved Energy Consulting, L.L.C., and Connie Cannady of the consulting firm of New Gen Strategies to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of the filing.

SECTION 6. That as a member of GCCC, the City shall work in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Railroad Commission of Texas' consideration of the CenterPoint rate filing as it affects the customers in the unincorporated areas of the Central Texas region.

SECTION 7. That the City's reasonable rate case expenses shall be reimbursed in full by TGS.

SECTION 8. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 9. That a copy of this Resolution shall be sent to Thomas Stevens, Director of Regulatory Affairs, CenterPoint Energy, P. O. Box 2628, Houston, Texas 77252-2628 and to Thomas Brocato, General Counsel for the GCCC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

SECTION 10. That this Resolution shall be and become effective from and after its adoption.

PASSED AND APPROVED this 6th day of December, 2016.

_____
Glenn Royal, Mayor

ATTEST:

_____
Robin Hicks, TRMC
City Secretary

APPROVED AS TO FORM:

_____
Steve Weathered
City Attorney

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: December 6, 2016

Submitter/Requestor: Landis/Councilmember Johnson **Date Submitted:** Novemeber 16, 2016

Presenter: Landis/Councilmember Johnson

Description/Subject: Consider and take all appropriate action regarding the funding of Clear Lake Emergency Medical Corps (CLEMC) through March, 2017, in an amount of $53,536.74. (January through March 2017)

Through recent business meetings, the CLEMC organization has communicated publicly that there were some financial shortfalls that were experienced and reserve spending had to be instituted. The CLEMC board addressed the monthly financial shortfall concerns and made recent motions that approved to decrease personnel as well as decrease a number of reocurring monthly expenses.

As a measure to reestablish reserve backings, the CLEMC board through Councilmember Gary Johnson putting this item on the agenda, is asking for the City of Seabrook to temporarily pay a quarterly payment in lieu of monthly.

As per our current contract, the City can pay annually, bi-annually, quarterly or monthly.

.

Name of Applicant (if applicable) : N/A

Legal Description (if applicable): N/A

Purpose/Need: Policy Issue

Background/Issue (What prompted this need?)**:** The City of Seabrook currently pays this payment monthly FY 2016-17

October 2016 - PAID
November 2016 - PAID
December 2016 - ALREADY SCHEDULED FOR PAYMENT THIS WEEK

Impacted Parties (Expected/Notified)**:** N/A

Miscellaneous Comments:

Recommended Action: Approve

Attachments: CLEMC Contract

Fiscal Impact:

Finance Officer Review	☒ Yes	☐ No
Budgeted	☒ Yes	☐ No
Budget Amendment Required	☐ Yes	☒ No

Budget Dept/Line Item Number: 107-5230
Future/Ongoing Impact: FY 2016-17 - This is a budgeted item

Funding Comments: It is recommended that if this prepayment is approved, that representatives from CLEMC must report back at the end of the 3 months to give a firsthand report to city council on the financial standing for the remaining of the fiscal year.

Where on the agenda should this item be placed? New Business

Suggested Motion: Approve funding $53,536.74 to CLEMC for the months of January - March 2017, and have a respresentative report back to city council on the financial standing of the organization.

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances.)

Sent to City Attorney for review on

Approved by City Attorney on
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

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.

SCANNED

AGREEMENT

STATE OF TEXAS

KNOW ALL MEN THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, The CITY OF SEABROOK is desirous of obtaining the services of the CLEAR LAKE EMERGENCY MEDICAL CORPS to provide emergency medical care and transportation for the sick and injured within the corporate limits of the CITY OF SEABROOK; and

WHEREAS, The CLEAR LAKE EMERGENCY MEDICAL CORPS is desirous to provide effective emergency medical care and transportation for the sick and injured for the CITY OF SEABROOK; and

WHEREAS, it is the desire of both parties that the CLEAR LAKE EMERGENCY MEDICAL CORPS receive adequate compensation to provide the necessary personnel and/or equipment to be use in providing this service within the geographical area served by the CITY OF SEABROOK; and

WHEREAS, it is the desire of parties hereto to evidence herein their agreement;

THEREFORE, this agreement for services and compensation is entered into by and between the CITY OF SEABROOK, acting by and through its duly constituted and acting representative, and the CLEAR LAKE EMERGENCY MEDICAL CORPS, hereinafter styled "CLEMC", acting by and through its duly constituted and acting President:

W I T N E S S E T H:

1. The CLEMC agrees to provide effective emergency medical care and transportation for the sick and injured twenty-four (24) per day seven (7) days per week within the geographical area served by the CITY OF SEABROOK, consistent with CLEMC's responsibility to provide the service to other contributing surrounding communities during the period of the agreement.

2. CLEMC will respond to such emergencies using MICU capable ambulances, MICU as defined by the Texas Department of Health.

3. CLEMC agrees to respond to all requests for emergency ambulance service within the service area within 9 minutes 59 seconds 90 percent of the time. Time will start when the call for service is accepted and end when the ambulance or a Paramedic Supervisor capable of initiating MICU level care calls out on scene.

4. The CITY OF SEABROOK agrees to compensate the CLEMC for their emergency medical care and transportation of the sick and injured. The amount of the compensation is to be determined annually based upon an equitable percentage of use by the CITY OF SEABROOK in relation to the total amount of calls for service received by the CLEMC during a mutually agreed upon preceding 12 month period of call for service information for those communities represented on the CLEMC Board of Directors. The percentage of use will be applied to the total funding amount the CLEMC Board of Directors determines necessary to ensure the CLEMC remains financially solvent. The Board being fiscally responsible will establish a budget by August 1 of each year.

5. Non-payment of annual fees within 45 days of due date will automatically terminate this contract and service by the CLEMC to CITY OF SEABROOK. Annual fees may be paid in annual, semi-annual, quarterly, or monthly increments beginning October 1, 2008.

6. The parties agree that this agreement shall begin October 1, 2008, continuing thereafter on a yearly basis under the same terms and conditions as hereinafter set forth until notice of termination is given by either party.

7. It is agreed that on or after October 1, 2008, either party may terminate this agreement by giving notice in writing to the other party at least ninety (90) days prior to the date of the proposed termination by United States Mail, Certified, and Return Receipt Requested.

8. The parties agree that as of October 1, 2008, and yearly thereafter, the CLEMC will provide a copy of its annual financial statement if requested by the CITY OF SEABROOK.

9. The parties agree that the CITY OF SEABROOK will have one (1) representative on the CLEMC Board of Directors per every 5,000 in population or fraction thereof.

10. The parties agree that should the CLEMC cease operations, that all of its tangible assets shall revert to the contributing communities on a pro rata basis based upon the sum of "start-up" and yearly contributions.

11. The parties agree that should the CITY OF SEABROOK decide to terminate its relationship with the CLEMC for any reason, the CITY OF SEABROOK will forfeit any and all present and future claims against tangible assets or funds previously provided to the CLEMC.

12. The parties agree that should the CLEMC decide to terminate its relationship with the CITY OF SEABROOK for any reason, the CITY OF SEABROOK will be entitled to a pro-rata refund for the funds committed for the remainder of the current contract year. Any and all tangible assets of the CLEMC will continue to be the property of CLEMC and are not subject to claim by any party other than the CLEMC.

13. The CLEMC agrees to protect and save the CITY OF SEABROOK, its agents and employees harmless from and against all claims, demands, and causes of action of every kind and character as a result of any injuries or damages received or sustained by any person or property caused by or in any way resulting from the willful or negligent acts or omissions of the CLEMC, its agents, employees, members, representatives or subcontractors. The CLEMC shall be responsible for all damages and losses sustained by the CLEMC to its equipment utilized in the performance of the service hereunder. NOTWITHSTANDING THE FOREGOING, CLEMC AND ITS PERSONNEL MAY ASSERT ALL LEGAL DEFENSES AVAILABLE TO IT AND ITS PERSONNEL AGAINST ANY THIRD PARTIES BRINGING ANY SUCH CLAIMS, DEMANDS OR CAUSES OF ACTION AGAINST ANY PARTY TO THIS AGREEMENT.

WITNESS our hands in duplicate, this the 5 day of May, 2009, with the effective date of October 1, 2008.

CITY OF SEABROOK

BY: Gary T. Renola
GARY T. RENOLA, MAYOR

ATTEST:

Michele L. Glaser, TRMC
City Secretary

CLEAR LAKE EMERGENCY MEDICAL CORPS

BY: _____
President

ATTEST:

_____
Secretary

ORIGINAL

AGREEMENT FOR SERVICES

This Agreement ("Agreement") is entered into by and between then SEABROOK ECONOMIC DEVELOPMENT CORPORATION formed under the Texas Development Act and the Texas Non-profit Corporation Act, ("EDC") and NATIONAL SIGN PLAZAS, INC., a California corporation ("Contractor") for the purposes described herein.

WHEREAS, EDC has been organized to promote economic development for the City of Seabrook, Texas ("City") within its municipal boundaries and the board of EDC has adopted an economic development plan outlining these goals: and

WHERAS, EDC has adopted as a primary endeavor the promotion and retention of existing businesses and the development of new businesses: and

WHEREAS, EDC also supports other activities that bring tourists into the City, and thereby generate sales and activities with Seabrook businesses, including the attraction of tourists to Seabrook's parks and waterfront areas; and

WHEREAS, EDC has determined that clear, attractive signage will assist in the business retention and development, and tourist visits and such has been identified as the Directional Sign Program Project, ("Project"), and published in the newspaper, and a public hearing held thereon, in accordance with state law: and

WHEREAS, EDC has determined that professional design and construction management services as further outlined herein are desirable for continuation of the Project; and

WHEREAS, Contractor is qualified and willing to perform such design and construction management services for such signage program as necessary and such services are available from limited vendors; and

WHEREAS, Contractor is qualified and willing to perform such design and construction management services as further outlined herein; now, therefore,

In consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereto, the Parties have agreed and do hereby agree as follows:

ARTICLE 1. GENERAL PROVISIONS

A. Purpose of Directional Sign Project The purpose of the Directional Sign Program Project is to provide direction for the citizens, visitors, tourists and the like, to the

location of businesses, public facilities, and civic points of interests within the City of Seabrook in order to facilitate the generation of sales tax within the City of Seabrook. For the purposes of the Directional Sign Project, the following exhibits are attached to this agreement, and incorporated herein as if fully set forth below:

Exhibit A. Proposed location map presented to EDC Board showing locations of the directional signs. It is understood that this exhibit may be modified to place signs at appropriate locations, and is attached to be a guide. Site plans submitted for each Directional Sign shall depict the specific location.

Exhibit B. Sign specification standards.

B. Definitions. For purposes of this Agreement, the following definitions apply:

1. *Directional Sign-* A structure placed in the City right of way for the purpose of displaying directional sign panels and directing citizens, tourists and the like to public or commercial facilities and destinations of interest. These are permanent directional signs that may contain destinations of both civic interest as well as commercial interest. Participants in the EDC's sign program will be allowed to place or lease panels on these sign frames. Upon installation, the sign frame, the identity sign panel, the breakaway system and the foundation will be owned by the EDC. The commercial directional panels that are placed on these Commercial Signs will remain the property of the Contractor for the term of the panel lease or at such time that the EDC chooses to buy them. These panels will be managed by the Contractor on a fee basis for the benefit of the Participants involved in the EDC's Directional Sign Project.

2. Participants- Government, civic and non-profit entities with buildings in Seabrook, businesses, vendors, developers who are located in the City of Seabrook will be allowed to participate in the EDC's directional sign program.

3. Sign Maintenance- All inspections, repair, replacement, and maintenance performed by Contractor on the directional signage, as further described in Article III. C.

C. Placement on Directional Signs Space on the Directional Signs is limited and panels will be issued or assigned on a "first-come, first served," non-discriminatory basis, though multiple signs may be limited in order to secure participation by a larger number of participants. All Participants in the project must be located within the City of Seabrook at the time of application at a business address, as confirmed by City Staff at the time of applications. As these are directional signs, only relevant information shall be placed on the sign panel, subject to size limitations and uniformity, as determined by the

Director. Placement of panels for commercial entities will necessitate a lease with Contractor.

ARTICLE II SCOPE OF WORK AND TERMS

1. Scope of Work. Contractor shall perform the work set forth in the Contract Documents. In general, this work shall consist of the following:

   In administrating the Directional Sign Program (Project), the contractor will:

   A. Construct, install, maintain and repair approved Sign Plazas and sign panels.
   B. Contract with developers and homebuilders for the lease of sign panels.
   C. Assist EDC in determining appropriate locations for Sign Plazas.
   D. Assist EDC with identifying and removing all illegal off-premise signage.
   E. Attend meetings as necessary with EDC staff and developers to coordinate project.
   F. Collect all lease payments and remit to the EDC, on a quarterly basis, an administrative fee as specified in Section 4.B of this document.

2. Definition, Purpose of Directional Sign Program and Specifications of Sign Plazas.

   A. Definition. For the purposes of this Agreement, a Sign Plaza is a structure placed in the City right of way for the purpose of displaying sign panels. The specifications of the Sign Plaza and sign panels are more fully developed in these Contract Documents.

   B. Purpose of Sign Plazas. The purpose of Sign Plazas is to provide direction for civic and commercial enterprises, and the like, to the location of commercial and public facilities within the City of Seabrook while discouraging the placement of unsightly and hazardous off-site directional signs.

   C. Specifications of Sign Plazas and Sign Panels. Contractor agrees to manufacture and install Sign Plaza structures and sign panels in accordance with the specifications in these Contract Documents and the following:

1. Sign Plaza Structures shall not exceed twelve (12) feet above average grade. Structures shall be more completely described in Exhibit A.
2. Sign Plazas shall be constructed of steel and/or aluminum and shall be capable of displaying up to ten (10) sign panels, doubled-sided, if necessary.
3. A Seabrook/EDC topper panel will be designed for the City of Seabrook's EDC and shall be prominently displayed at the top of any Sign Plaza within the jurisdictional limits of Seabrook. The panel shall be visible on any side of a Sign Plaza which displays directional sign panels.
4. The color of all Sign Plaza Structures shall be determined by the EDC. All sign panels shall conform to Section 2.C.11 below.
5. The Contractor shall submit final design plans to the EDC for approval prior to installation of any Sign Plaza.
6. No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any Sign Plaza or sign panel.
7. Sign Plaza locations shall be approved and designated by the EDC with the assistance of the Contractor.
8. At the EDC's request and direction, the Contractor shall remove and relocate any Sign Plazas within thirty (30) days of the receipt of written notice at no cost to the City/County.
9. Contractor shall provide, at no cost to the EDC, the equivalent of not less then ten percent (10%) of all permitted Sign Plazas to the EDC for use as directional signage to municipal or community service facilities or locations. Said sign panels shall be provided on a space available basis, secondary to sign panels to be displayed for developers, homebuilders, and residential communities, and shall be installed with no more than two (2) such sign panels per plaza.
10. Contractor shall provide to the EDC a semi-annual inventory report of existing installed sign panels.
11. Sign panels shall contain only the name of a commercial entity, public facility, Seabrook/EDC and logo, the commercial entity's name and/or logo, the commercial entity's recognized color scheme, and directional information or the name of the builder/developer and logo and an appropriate directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances warrant it. Fluorescent colors are not allowed. Reflective colors and text are permissible. Unless so authorized by the EDC, the sign panels shall not appear to replicate the commonly accepted color schemes of motorist signs.

12. Contractor shall, at its own cost, maintain, repair, replace and repaint each sign panel as necessary or deemed necessary by the EDC. Upon notice by the EDC, Contractor agrees to undertake necessary repairs or replacement of any sign panel within seventy-two (72) hours of receipt of notice.
13. Contractor shall not install or maintain any Sign Plazas or sign panels within the City, which are not in compliance with the terms of this Agreement.
14. Sign Panels shall be constructed on Alpolic 360. The panels shall be vinyl coated with a material comparable to 3M Engineering Grade Retro-reflective.
15. Individual sign panels on the Primary Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Community Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Neighborhood Structures shall not exceed thirty (30) inches in horizontal length by thirty (30) inches in height.

3. Number of Sign Plaza Structures. The EDC has sole discretion to determine the number and placement of the Sign Plazas in its right-of-way. The EDC shall agree to allow the signage to direct customers to commercial facilities. Said signage shall be defined as one Sign Plaza at each location where commercial facilities require information regarding a change of direction and likewise where patrons would need reassurance to continue in a certain direction. One or more structures, located at least one hundred (100) feet apart, shall be allowed to accommodate directional sign panels. Contractor may submit to the EDC at any time during the term of the Agreement subsequent requests for the timely approval of additional Sign Plaza locations, as may be expressed by homebuilders, developers, and residential communities over time.

4. Price and Payment Schedule for the Purchase of the Sign Plazas and Sign Panels. Subject to the provisions in Paragraph 6 below, the price and payment schedule for Sign Plazas shall be as follows:

   A. Contractor will install the Sign Plazas and rotate panels at no cost to the EDC.
   B. Contractor will collect, and remit to the EDC, an amount of $10.00 per panel per month. Said fees shall be remitted within sixty (60) days of the end of each fiscal quarter. Fiscal quarters will be based on the Contractor's fiscal cycle, beginning October 1 and ending September 30.

5. Term of Agreement and Termination of Agreement
   A. Term. The term of this Agreement is five (5) years.

B. Renewal. At the end of the initial five-year term, this contract will automatically renew for an additional (5) five year term unless either party provides at least sixty (60) days advanced notice before the end of the initial term, of their intention(s) to terminate this Agreement.

C. Termination. This Agreement may be not be terminated by either party, except for breach as provided for in this Agreement:

1. Termination by EDC. If Contractor breaches and fails to remedy said breach as provided for in this Agreement, the EDC may terminate this contract. Contractor shall remove the Sign Plazas within thirty (30) businesses days after receiving a written termination letter from the EDC.

2. Termination by Contractor. If Contractor terminates this Agreement before the end of the term as stated in subsection A immediately above, Contractor agrees that the Sign Plazas shall remain in place and that the sign panels and all receivables from the placement of the sign panels shall become the property of the EDC. Further, Contractor agrees to promptly transfer all information related to the placement of the sign panels to the EDC, including, but not limited to, the original sign service documents, an accounting of all open accounts, and all other relevant documents. After the transfer of all information, this Agreement shall be of no further effect.

6. Placement of Sign Panels. After the EDC's written approval and acceptance of the installed Sign Plazas, the EDC agrees to extend to Contractor an exclusive right to use the Sign Plazas for sign panel placements and to maintain the Sign Plazas and sign panels subject to the terms of this Agreement.

A. Contractor agrees to offer and place sign panels for homebuilders, developers and residential communities. Contractor further agrees to use Contractor's best efforts to place all available sign panels.

B. Contractor agrees that the placement fees for the sign panels will be set at market rate. Contractor shall be allowed an annual cost of living increase for the fees as determined by the Consumer Price Index.

C. Contractor agrees to maintain all aspects of the placement of the sign panels, including entering into sign placement service agreements, billing, collecting fees, and paying any applicable taxes and fees.

D. Contractor will remit to the EDC on a quarterly basis the amount of the EDC's Administrative Fee as specified in Section 4.B of this document.

E. Contractor agrees to provide an annual report to the EDC pertaining to the number of sign panels installed within the City, the amount billed and the collection of the EDC's amount Administrative Fees.

F. Contractor agrees that in no event will the EDC be liable for any fee payment or other fees related to the placement of the sign panels.

G. Contractor agrees to include in all sign service agreements an assignment clause which will assign Contractor's rights to fee payment to the EDC in the event Contractor elects to terminate this Agreement pursuant to Paragraph 5.C.2 above.

H. Homebuilders, developers, and residential communities with sites located within the jurisdictional boundaries of the City of Seabrook, present and soon-to-be-annexed, shall at all times be allowed to participate in the Sign Plaza program.

I. EDC and Contractor agree that no sign panels other than those manufactured and installed by Contractor shall be allowed on the Sign Plaza Structures.

7. Maintenance of Sign Plazas:

A. Contractor agrees to maintain the Sign Plazas and sign panels for the term of this Agreement.

B. Contractor agrees to replace damaged Sign Plazas and sign panels, as it deems necessary or as requested by the EDC.

C. Contractor agrees to provide to the EDC with a telephone number and a contact person allowing the EDC to contact Contractor requesting maintenance on the Sign Plazas or sign panels 24 hours a day, seven days a week.

D. Contractor agrees to repair all Sign Plazas within five (5) business days of the receipt of the EDC's written request for repair. Contractor further agrees to remove for repair all sign panels within seventy-two (72) hours of written notification of the need of repair by the EDC. Sign panel will be replaced within five (5) business days of the written notification.

E. Contractor agrees to maintain a regular maintenance schedule to check each Sign Plaza and sign panel for all necessary repairs and to complete those repairs promptly.

F. Contractor agrees to maintain all Sign Plazas and sign panels in conformity with all terms of this Agreement.

8. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the EDC, its officials, officers, officers, agents, and employees from: a) liability for damages resulting from injury, death, property damage, and economic loss suffered by any person as a result of the negligent or willful act or omission of the Contractor or the Contractor's officer, agent, employee, or subcontractor; and b)

reasonable attorney fees, court costs, settlement expenses and litigation expenses related to liability described in subsection a) immediately above and/or relating to any claim or action asserting such liability against the EDC, its officials, officers, agents, and employees, unless said claim or action is the result of the negligent or willful act or omission of the EDC or the EDC's officer, agent, employee, or subcontractor.

9. Insurance. Contractor shall maintain in full force and effect throughout the entire term of this Agreement insurance with an insurance company authorized to conduct business in Seabrook, TX with the following policy limits.

    A. Comprehensive General Liability - $2,000,000 combined aggregate
    B. Automobile Liability - $1,000,000
    C. Workers Compensation
        1. Bodily Injury by Accident - $1,000,000
        2. Bodily Injury by Disease - $500,000

    Upon written request, Contractor shall present a Certificate of Insurance in a form satisfactory to the EDC Attorney which shall name the EDC as an additional insured party on Contractor's Comprehensive General and Automobile Liability policies. If during the term of this Agreement, any such insurance is canceled, or if Contractor fails to renew same, or if the policy limits are reduced below the limits required above, such event shall constitute a default of this Agreement. Contractor shall immediately notify the EDC in writing if such an event occurs. Contractor shall have Five (5) business days to cure any such default.

10. Independent Contractor. Contractor shall, at all times herein, be an independent contractor and not an employee of the EDC.

11. Notice. Any notice required to be given pursuant to this Agreement may be personally served upon the parties or may be served by certified mail, return receipt required, to:

Economic Development Corporation:	CONTRACTOR:
City of Seabrook, Texas	National Sign Plazas
Attn: Paul Chavez	Attn: Grant Hayzelett
1700 First Street	2422 S. Trenton Way Unit H
Seabrook, TX 775586	Denver, CO 80231
Telephone: 281-291-5730	Telephone: 720-482-9293
Fax:	

All notices, regardless of the nature of service, shall additionally be served upon Contractor at Contractor's office(s) in the State of Texas located at:

Attn: Steve Startzell
20302 Park Row #900
Katy, TX 77449

12. Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of the work except the fabrication and installation of the Sign Plaza structures and production of the sign panels, which require equipment, materials and expertise which the Contractor reasonably may not be expected to possess, without the EDC's prior written consent.

13. Miscellaneous. The Contract Documents represent the entire and integrated Agreement between the EDC and Contractor and supersedes all prior negotiations, representations of Agreements, whether written or oral, except as where noted. The Contract Documents may be modified only by a written document signed by both parties and approved by the EDC. This Agreement shall be governed under Texas State law, and venue of any action relating to the Agreement shall be brought only in Harris County.

14. Mutual Drafting. The EDC and the Contractor each has had opportunity to consult legal counsel regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.

15. Default and Remedies. If any Party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

In Witness Whereof, authorized parties have signed this Agreement on the dates indicated below.

Seabrook EDC

By _____

Date 11-10-2016

National Sign Plazas, Inc
a California Corporation

ORIGINAL

By _____
Grant Hayzlett, President

Date 11/30/16

CITY OF SEABROOK

By: _____

Glenn Royal

Mayor

Date: _____

ATTEST:

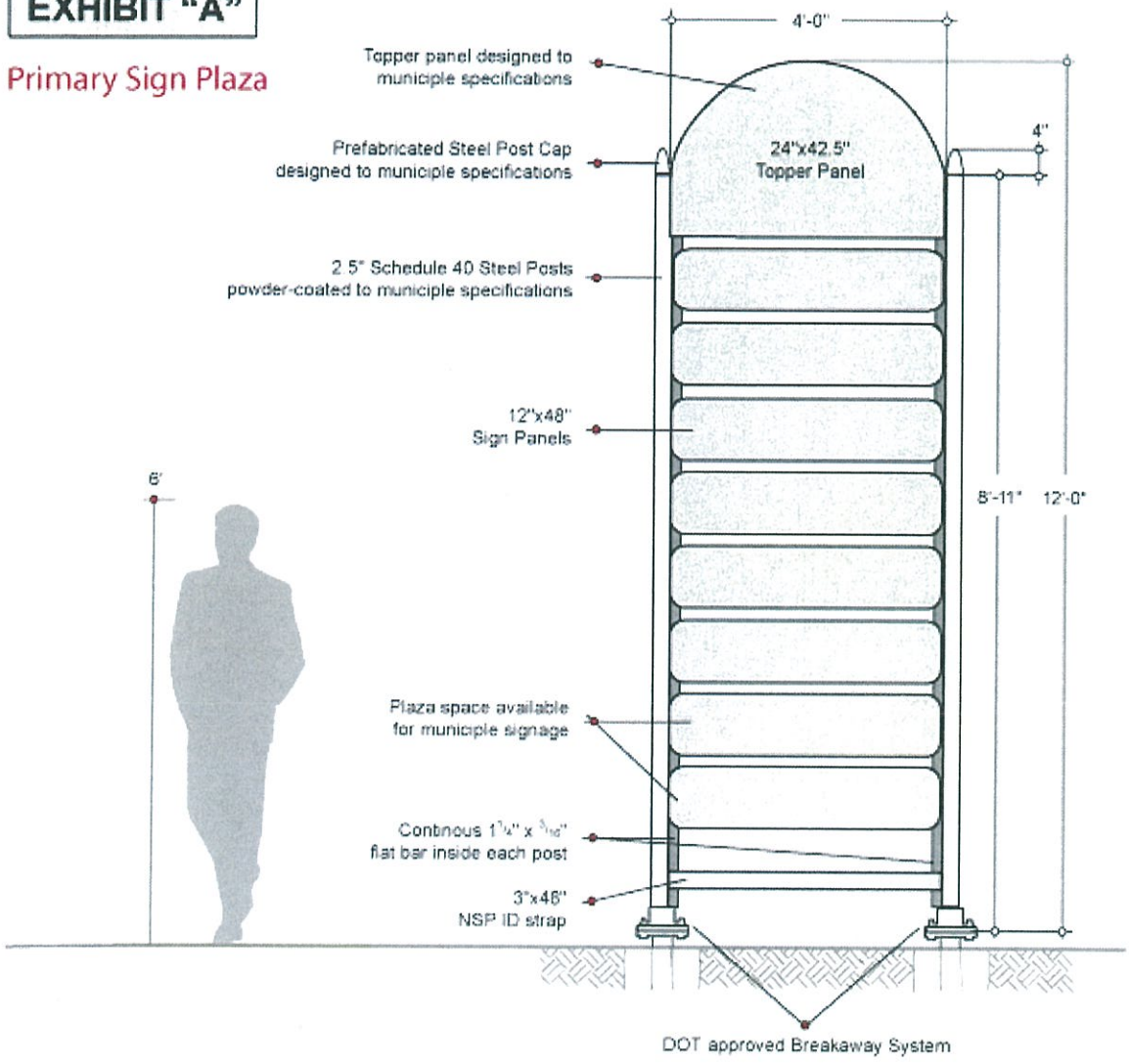
_____

Robin Hicks, TRMC

City Secretary

EXHIBIT "A"

Primary Sign Plaza

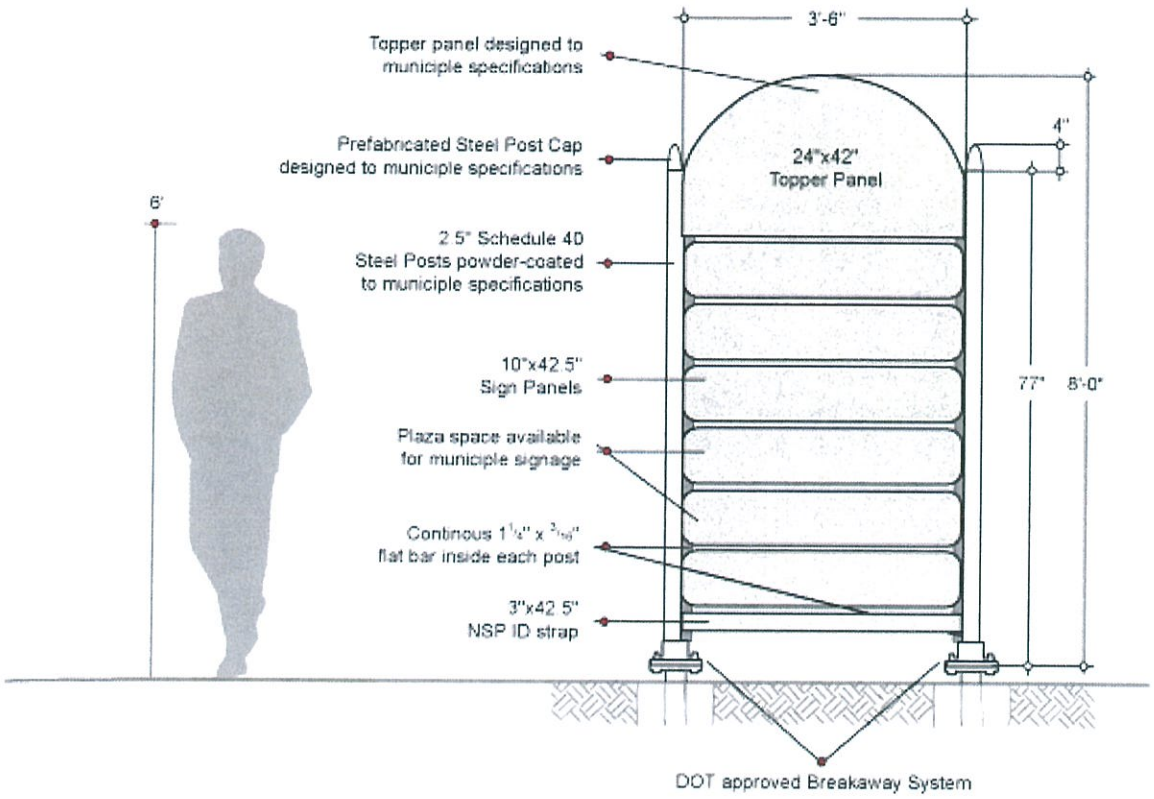


Primary Sign Panel Specifications

- Alpolic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow

EXHIBIT "A"

Community Sign Plaza

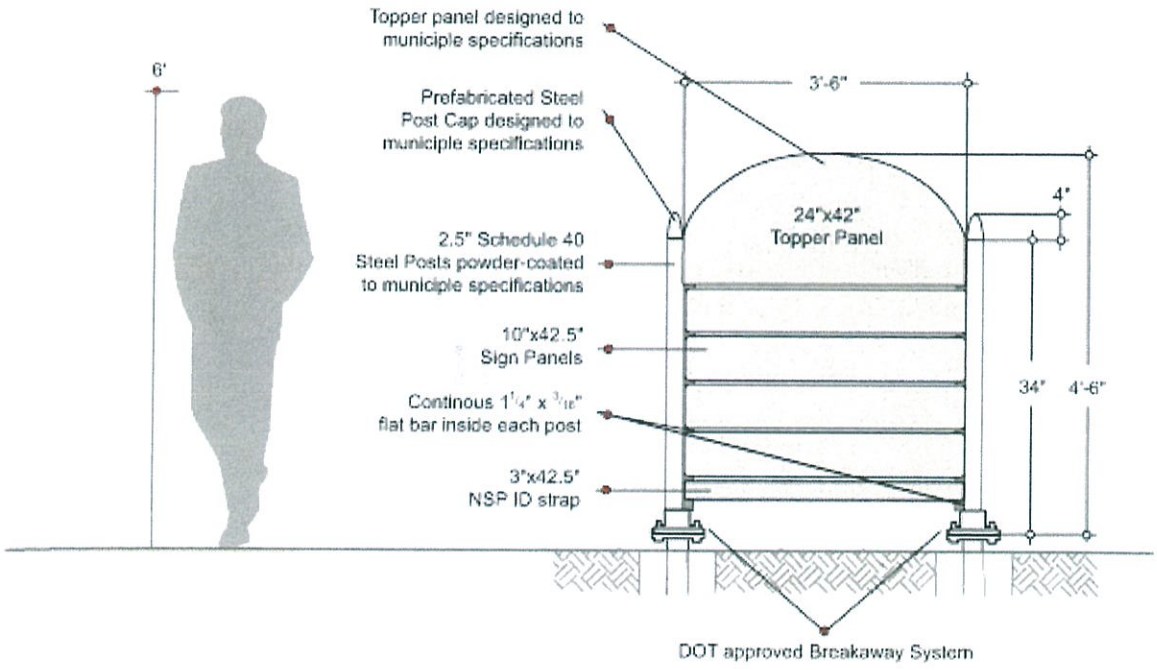


Community Sign Panel Specifications

- Alpolic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow

EXHIBIT "A"

Neigborhood Sign Plaza



Neighborhood Sign Panel Specifications

- Alpolic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow

CITY OF SEABROOK
ORDINANCE NO. 2016-31

UPDATE OF SECTION 90-80 PERTAINING TO LAKESIDE DRIVE AND TODVILLE ROAD

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, TEXAS ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," TO UPDATE AND PROVIDE FOR ADDITIONAL TRAFFIC REGULATIONS UNDER SECTION 90-80, "SCHEDULE I – NO PARKING ZONES" PERTAINING TO LAKESIDE DRIVE AND TODVILLE ROAD; PROVIDING FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN TWO HUNDRED DOLLARS ($200.00) FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE.

WHEREAS, the City Council of the City of Seabrook has attempted to be continually aware of the problems and issues relating to hazards, nuisances and other circumstances which negatively impact the health, safety and well-being of its residents, citizens and inhabitants; and

WHEREAS, the City Council of the City of Seabrook sets forth in Section 90-80 of the Code of Ordinances, as reflected in Ordinance 2016-14, adopted June 21, 2016, "Schedule I – No Parking Zones", that provides a listing of street locations and restricting parking at times referenced therein; and

WHEREAS, after subsequent study City Council has determined that there be further revisions to the subject "No Parking Zones" by adding two parking restricted zones for Lakeside Drive and Todville Road; and

WHEREAS, City Council has determined that the following locations on Lakeside Drive and Todville Road, as stated in Section 2, be designated for official traffic control devices bearing the words "No Parking" with inclusion of the specific parking restriction as designated in the subject Section 2, be installed at the specific locations as provided herein.

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

SECTION 1. FINDINGS OF FACT.

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

SECTION 2. AMENDMENT TO THE CODE.

That Chapter 90 entitled, "Traffic and Vehicles," Article III, "Stopping, Standing, and Parking," Division 1, "Generally", Section 90-80, "Schedule I – No Parking Zones", be amended as follows:

"Sec. 90-80. Schedule I: No Parking Zones

There shall be installed at such points on streets and rights-of-way in the city, as may be directed by the city council, appropriate signs or markings designating "No Parking Any Time" or related prohibitions, which shall be installed at the locations as listed. Such signs may include additional notice of tow-away zone, but such additional notice shall not be required. Whenever any such sign has been erected, it shall be unlawful for the driver or operator of any vehicle to park contrary to such sign. Each day or part of a day that prohibited parking continues shall constitute a separate offense.

The parking prohibition provided in this section shall not be in effect until appropriate signs or markings have been provided at the location giving notice to motorists. The city manager, chief of police or their authorized representative is directed to cause such signs to be erected or appropriate markings to be made on the curbs at such locations in accordance with the Texas Manual for Traffic Signs and Signals.

STREET	EXACT LOCATION	TIME
10th Street	At any point on 10th Street, including no parallel parking within McHale Park Parking Area	No parking at any time
Waterfront Dr.	0 Blk - 699 Blk at the intersection with Todville Road southeast to the end of 11th Street at the Point	No parking at any time
Bahama Drive	1500 Blk to 1900 Blk on the east side between Aspen Lane and El Mar Lane	No parking at any time
Bath Avenue	100 Blk to 300 Blk between 10th Street and 12th Street	No parking at any time

Cook Street	1200 Blk to 1400 Blk on either side of Cook St	No parking at any time
Ellis Avenue	100 Blk (Unimproved Surface) from Waterfront Dr southwest to the end of Ellis Avenue	No parking at any time
Hardesty	1000 Blk on the west side between 3rd Street and 4th Street	No parking at any time
Lakeside Drive	1900-2500 Blocks (east and west side)	No parking between 6:00 a.m. and 6:00 p.m.
Lakeside Drive	1807 Block to NASA Parkway (east and west side)	No parking at anytime
Lakeside Drive	1901-1806 Blocks (east and west side)	No parking between 11:00p.m. and 7:00a.m.
Larrabee	In its entirety from NASA Parkway north to its end	No parking at any time
Main Street	1500 Blk to 1800 Blk, between SH 146 and N. Meyer	No parking at any time
N. Meyer	500 Blk to 2000 Blk between State Highway 146 and E. Meyer	No parking at any time
Old SH 146	At any point	No parking at any time
State Highway 146	From the northern city limit extending south to the southern city limit	No parking at any time
Todville Road	All Blocks	No parking at any time
W. Repsdorph Road	At any point	No parking at any time

SECTION 3. 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 Two Hundred Dollars ($200.00) per offense. Each day of violation shall constitute a separate offense.

SECTION 4. 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 5. 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 6. 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 this 18th day of October, 2016.

PASSED AND APPROVED on second and final reading this 6th day of December, 2016.

By: _____
Glenn Royal
Mayor

ATTEST:

By: _____
Robin Hicks, TRMC
City Secretary

Approved as to form:

_____
Steven L. Weathered
City Attorney

ACTION ITEM CHECK LIST STATUS

#	STATUS	DATE ASSIGNED	RESPONSIBLE ORGANIZATION	AGENDA ITEM NUMBER	DESCRIPTION OF ACTION ITEM
23	OPEN/IN WORK	11/4/2014	Mayor / City Mgr.	5.1	Provide periodic updates on TxDOT's progress to improve/widen SH 146.
32	OPEN/IN WORK	2/17/2015	Staff	6.1	Provide periodic project updates
35	OPEN/IN WORK	7/19/2016	Council	6.1	Provide periodic update on park bench and Pelican purchases

December 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 ***Main Street Tree Lighting*** ***Open Space & Trails*** ***5:00pm***	*2*	*3* ***Breakfast with Santa***
4	*5*	*6* ***Special Joint Mtg*** ***6:00pm*** ***Regular CC Mtg*** ***7:00pm***	*7*	*8* ***EDC 7:00pm***	*9*	*10* ***2016 Santa Run***
11	*12*	*13*	*14*	*15* ***P&Z 7:00pm***	*16*	*17*
18	*19*	*20*	*21*	*22*	*23* ***City Offices closed***	*24* ***Christmas Eve***
25 ***Christmas Day***	*26* ***City Offices closed***	*27*	*28*	*29*	*30*	*31* ***New Year's Eve***