



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, FEBRUARY 20, 2018 - 7:00 PM**

**For city information visit www.seabrooktx.gov
For SH 146 updates visit www.sh146.com**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY FEBRUARY 20, 2018 AT 7:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1ST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

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) 291-5690 FOR FURTHER INFORMATION.

PLEDGE OF ALLEGIANCE

1. INTERVIEW CANDIDATES FOR VARIOUS BOARDS & COMMISSIONS

1.1 Interview candidate for an opening on the Seabrook Planning and Zoning Commission. (Council)
ATTACHMENT: [Application](#)

2. PRESENTATIONS

2.1 Presentation of a proclamation recognizing City of Seabrook's new affiliation with Keep Texas Beautiful through the efforts of the Seabrook Open Space and Trails Committee. (Kolupski)
ATTACHMENT: [Press Release](#)

3. PUBLIC COMMENTS AND ANNOUNCEMENTS

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

4. SPECIFIC PUBLIC HEARINGS

4.1 Conduct a public hearing to receive input on continuation, update, and/or revision of Chapter 44, "Law Enforcement and Offenses", Article III, "Offenses", Division 2, "Minors", Section 44-95, "Curfew Hours for Minors", (the Juvenile Curfew Ordinance) and review its effects on the community and problems the Ordinance was intended to remedy. (Wright)

ATTACHMENT: Ordinance 2015-05

5. BID AWARDS

5.1 Consider and take all appropriate action on a Bid Award for Project 2017-32-1 (CIP WW4), Todville Sanitary Sewer Line Replacement, to WadeCon, LLC, and authorize the execution of a contract with WadeCon, LLC, in an amount not to exceed \$989,900.00. This is a budgeted item. (Padgett / Craig / Matlock)

ATTACHMENTS: Agenda Briefing Letter of Recommendation CIP WW4

5.2 Consider and take all appropriate action on a Bid Award for RFP 2018-01, Janitorial Services and authorize the execution of a contract with American Janitorial Services, LTD, for janitorial services at City Hall, the Public Works and Animal Control Complex, the Community House, Carothers Coastal Gardens, and Seabrook Fire Station No. 1, in an amount as set out in Exhibit A of the contract, for an initial term of three (3) years with the option for two additional one (1) year extensions. This is a budgeted item. The 1295 form has been submitted and certified. (Padgett)

ATTACHMENTS: Agenda Briefing Evaluations Agreement 1295 form

6. CONSENT AGENDA

6.1 Approve on second reading proposed Ordinance 2018-06, "Amendments to Sign Standards." (Landis)

ATTACHMENTS: Agenda Briefing Ordinance 2018-06 P&Z Report

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, "APPENDIX A", "COMPREHENSIVE ZONING", ARTICLE 6, "SIGN STANDARDS", BY DELETING THE EXISTING ARTICLE IN ITS ENTIRETY AND REPLACING IT WITH NEW PREVISIONS UNDER THE SAME CHAPTER TITLE "SIGN STANDARDS"; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDNG FOR SEVERABILTY AND NOTICE

6.2 Approve the Clear Lake Emergency Medical Corps (CLEMC) monthly report for January 2018. (Hunter)

ATTACHMENT: Monthly Report

6.3 Approve the Seabrook Volunteer Fire Department (SVFD) monthly report for January 2018. (Gutaker)

ATTACHMENT: Monthly Report

6.4 Approve the Seabrook Police Department monthly report for January 2018. (Wright)

ATTACHMENT: Monthly Report

6.5 Approve the Seabrook Building Department monthly report for January 2018. (Landis)

ATTACHMENT: Monthly Report

7. NEW BUSINESS

7.1 Consider and take all appropriate action on first reading of proposed Ordinance 2018-07, "Readopting Curfew Regulations for Minors". (Wright)

ATTACHMENTS: Ordinance 2018-07 Exhibit A

AN ORDINANCE READOPTING THE CURRENT CURFEW REGULATIONS FOR MINORS CONTAINED IN THE SEABROOK CITY CODE, CHAPTER 44, SECTION 44-95 "CURFEW FOR MINORS" PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$500 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE

7.2 Consider and take all appropriate action on proposed Resolution 2018-13, "Authorization for Acquisition of Property for further development of Old Seabrook - 1206 3rd Street. (Cook)

ATTACHMENTS: Agenda Briefing Resolution 2018-13 Exhibit A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING PROCEEDING FOR THE ACQUISITION OF CERTAIN REAL PROPERTY FOR FURTHER DEVELOPMENT OF "OLD SEABROOK"; CONSISTING OF LAND LOCATED AT 1206 3RD STREET, LOTS 4 AND 5, BLOCK 23, MAP OF SEABROOK, HARRIS COUNTY, TEXAS (THE "PROPERTY"); DETERMINING THE PUBLIC NECESSITY AND JUST COMPENSATION FOR THE PROPERTY FOR SUCH PROJECT; AUTHORIZING APPROVAL/ EXECUTION OF THE "CONTRACT FOR SALE OF REAL PROPERTY", ("CONTRACT") ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE PROPERTY, INCLUDING IDENTIFYING FUNDS FOR PURCHASE/PAYMENT, INCLUDING ALL ASSOCIATED COSTS FOR DUE DILIGENCE AND CLOSING IN ACCORDANCE WITH THE CONTRACT AND IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS AND CHARTER; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

7.3 Consider and take all appropriate action on recommendations of the Public Safety Task Force for 2018 expenditures from the Public Safety Fund in the amount of \$93,000.00. (Galyean)

ATTACHMENTS: Agenda Briefing Budget Project List Expenditure Request

7.4 Consider and take all appropriate action on appointment to the Planning & Zoning Commission to fill a vacancy left by Michael Potts, for a term to expire January 1, 2020. (Landis)

8. ROUTINE BUSINESS

8.1 Approve the Action Items Checklist which is attached and made a part of this Agenda. (Council)

ATTACHMENT: Action Items Checklist

8.2 Establish future meeting dates and agenda items. (Council)

9. CLOSED EXECUTIVE SESSION

9.1 Section 551.074

Pursuant to Section 551.074, Texas Government Code, conduct an Executive Session to deliberate the evaluation and duties of the City Secretary. (Kolupski)

10. OPEN SESSION

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

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, February 16, 2018 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Robin Hicks, TRMC
City Secretary

**CITY OF SEABROOK
BOARDS/COMMISSION/CORPORATIONS
APPLICATION AND INFORMATION STATEMENT**

QUALIFICATIONS FOR APPOINTMENT TO THE CITY OF SEABROOK BOARDS/COMMISSIONS/CORPORATIONS ARE AS FOLLOWS:

- You have been a resident of Seabrook for at least six months prior to the date of appointment. (One year for appointment to the P&Z Commission and Board of Adjustment.)
- You are a qualified City of Seabrook voter at the time of appointment. Certification # _____
- You have no felony conviction for which you have not been pardoned.
- You are not an adversary party to pending litigation against the City.
- You are not in arrears on any city taxes, water service charges or other obligations owed the City.

Please number the Boards/Commissions/Corporations you wish to serve on in order of preference. Please do not select more than three (3) boards on which you wish to serve.

Board of Adjustment/Building Standards _____ Civil Service Commission _____

EDC _____ Ethics Review Commission _____ Open Space & Trails Commission _____

P&Z Commission X

ALL INFORMATION ON THIS APPLICATION WILL BECOME PUBLIC RECORD.

NAME: DARRELL PICHA

HOME ADDRESS: [REDACTED]

HOME PHONE: [REDACTED] CELL PHONE: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

DAY TIME PHONE: [REDACTED]

PROFESSION: CREATIVE CONSULTANT

BUSINESS NAME AND ADDRESS: DARRELL PICHA CREATIVE

[REDACTED]

PERSONAL REFERENCES:

Name	Address	Daytime Phone #
------	---------	-----------------

<u>GLENN ROYAL</u>	[REDACTED]	[REDACTED]
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How long have you lived in the City of Seabrook? 13 YEARS

Name of Applicant DARRELL PICHA

If you have been a member of a Seabrook Board/Commission/Corporation before, please indicate the Board, Commission or Corporation and the approximate dates of service:

MASTER PLAN (2016?)

Have you ever been convicted of a crime, other than minor traffic violations?

NO

What experience do you have that may qualify you for service on a particular Board, Commission or Corporation (i.e. licenses, degrees, and certificates)?

NONE THAT WOULD APPLY HERE...

Please list any civic or community endeavors in which you have been involved:

ROTARY, YACHTING GRAS

I understand that applicants for board positions will be interviewed by City Council during a Council meeting. A list of typical questions is included with this application. Other questions may be asked during the interview. I will be contacted by the city secretary's office for an interview date and time.

I understand that if appointed, I must adhere to the Ethics Ordinance, including Section 2-239, that requires all members of the Board of Adjustment, EDC and Planning and Zoning Commission to complete a disclosure statement within 10 business days of appointment. (See attached.)

I agree to be bound by the Seabrook Charter, including Section 11.09, "Personal Interest" (See attached.)

I understand that State law requires that I undergo one hour of training concerning the Opening Meetings Act within 90 days of my appointment.

I hereby affirm the information provided herein is true and correct to the best of my knowledge.

Danell Picka

Signature _____

19 JANUARY 2018
Date

Date _____

Return to:

This application will remain on file for one year.

OFFICE USE ONLY

Date Submitted ___/___/___ Received by: _____ Date(s) Interviewed _____

Comments:

Date Appointed: _____



LEAANN DEARMAN
DIRECTOR OF COMMUNICATION
281.291.5777 OFFICE
281.291.5690 FAX
WWW.SEABROOKTX.GOV

NEWS FOR IMMEDIATE RELEASE

Wednesday, February 21, 2018

City of Seabrook Becomes Keep Texas Beautiful Affiliate

(Seabrook, Texas) – The City of Seabrook with the assistance of the Open Space and Trails Committee has joined the affiliate program of Keep Texas Beautiful (KTB), a statewide community improvement, litter prevention and beautification organization. Keep Texas Beautiful is a network of dedicated Texans working together to make the state the best place to live, work and play. They equip local partners and affiliates with the tools they need to build vibrant, engaged communities. Founded in 1967, Keep Texas Beautiful has 50 years of experience deploying resources for local clean-up, recycling, and youth engagement efforts.

Keep Texas Beautiful is also a certified state affiliate of Keep America Beautiful and sponsors and coordinates education and cleanup programs such as the *Great American Cleanup*, the *Governor's Community Achievement Award* and the *Don't Mess with Texas® Trash-Off* in cooperation with the Texas Department of Transportation. Affiliate requirements include establishing and maintaining a local citizen based organization, participating in one litter prevention, beautification, community improvement or waste reduction program annually, attending an annual training session and submitting an Annual Report.

As a 501(c)3 nonprofit, KTB's statewide network of more than 400 affiliates and reach 22 million Texans works towards its mission "to educate and engage Texans to take responsibility for improving their community environment." KTB helps Texas communities organize volunteers and implement cleanup and educational programs to prevent litter, reduce trash and beautify their community and natural environment. KTB provides its affiliates with free promotional materials, volunteer souvenirs, program training and additional resources to implement activities in the. Other KTB programs include the *Fall Sweep*, *Keep Texas Waterways Clean*, *Waste In Place* and several award programs. For information on upcoming events and how to get involved, contact Natalie Stephens at nstephens@seabrooktx.gov.

**For more information on how to help keep Texas beautiful in your community,
call 1-800-CLEAN-TX or visit www.ktb.org.**

AN ORDINANCE READOPTING THE CURRENT CURFEW REGULATIONS FOR MINORS CONTAINED IN THE SEABROOK CITY CODE, CHAPTER 44, SECTION 44-95 "CURFEW FOR MINORS" PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$500 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE.

* * * *

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

47 **SECTION 1. FINDINGS**
48

49 That the City Council of the City of Seabrook adopts the preceding preamble paragraphs
50 as if repeated verbatim herein and find them as matters of fact. The City Council of the City of
51 Seabrook finds and determines that there is a continuing need for a juvenile curfew and that
52 without such regulations there is a substantial likelihood of increased juvenile arrests and/or
53 incidents resulting from unsupervised juvenile activities and that accordingly the existing
54 juvenile curfew ordinance should be extended and readopted in accordance with Section 370.002
55 of the Texas Local Government Code as provided hereafter.
56

57 **SECTION 2. READOPTION OF CURFEW REGULATIONS FOR MINORS.**

58 The Seabrook City Code, Chapter 44, "Law Enforcement and Offenses", Article III.
59 "Offenses", Division 2. "Minors", Section 44-95 "Curfew for Minors" is hereby reaffirmed and
60 readopted without any changes. A copy of this section of the Code, as shown on Exhibit A, is
61 made a part of this ordinance.
62

63 **SECTION 3. PENALTY CLAUSE.**
64

65 Any person who shall violate any provision of this Ordinance shall be deemed guilty of
66 a misdemeanor and, upon conviction, shall be fined in an amount not more than Five Hundred
67 Dollars (\$500.00) per offense or as otherwise provided by law.
68

69 **SECTION 4. SEVERABILITY.**
70

71 In the event any clause phrase, provision, sentence, or part of this Ordinance or the
72 application of the same to any person or circumstances shall for any reason be adjudged invalid
73 or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or
74 invalidate this Ordinance as a whole or any part of provision hereof other than the part declared
75 to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares
76 that it would have passed each and every part of the same notwithstanding the omission of any
77 such part thus declared to be invalid or unconstitutional, whether there be one or more parts.
78

79 **SECTION 5. NOTICE.**
80

81 The City Secretary shall give notice of the enactment of this Ordinance by promptly
82 publishing it or its descriptive caption and penalty after final passage in the official newspaper of
83 the City; the Ordinance to take effect upon publication.
84

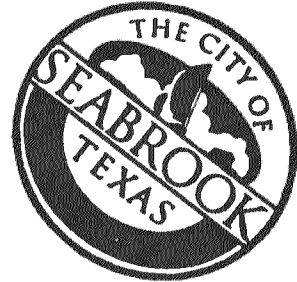
85
86 PASSED AND APPROVED on first reading this 3rd day of March 2015.
87
88

PASSED, APPROVED AND ADOPTED on second and final reading this 17th day of
March 2015.

By: Glenn R. Royal
Glenn R. Royal, Mayor

ATTEST:

By: Michele L. Glaser
Michele L. Glaser, TRMC
City Secretary



APPROVED AS TO FORM:

By: Steven L. Weathered
Steven L. Weathered, City Attorney

EXCERPT FROM CODE OF THE CITY OF SEABROOK

CHAPTER 44. Law Enforcement and Offenses

Article III. Offenses

Division 2. Minors

Section 44-95 Curfew for minors.

Sec. 44-95. - Curfew hours for minors.

- (a) *Definitions.* The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Curfew hours means:

- (1) 10:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day, so long as the next day after such Sunday, Monday, Tuesday, Wednesday, or Thursday is not an official school holiday observed by the Clear Creek Independent School District, in which event the curfew shall not commence until 12:01 a.m. on the official holiday; and
- (2) 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday or official school holiday observed by the Clear Creek Independent School District.

Emergency means an unforeseen combination of circumstances or the resulting state that calls for immediate action. This term includes but is not limited to a fire, a natural disaster, an automobile accident or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian means:

- (1) A person who, under court order, is the guardian of the person of a minor; or
- (2) A public or private agency with whom a minor has been placed by a court.

Minor means any person under 17 years of age.

Operator means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent means a person who is:

- (1) A natural parent, adoptive parent, stepparent, or adult relative within the third degree of consanguinity of a minor;
- (2) At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Remain means to:

- (1) Linger or stay; or
- (2) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious bodily injury means bodily injury that creates a substantial risk of death or that causes death serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

(b) *Offenses.*

- (1) A minor commits an offense if he or she remains in any public place or on the premises of any establishment within the city during curfew hours.
- (2) A parent or guardian of a minor commits an offense if he or she knowingly permits or by insufficient control allows the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.
- (3) The owner, operator, or any employee of an establishment commits an offense if he or she knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

(c) *Defenses.*

- (1) It is a defense to prosecution under subsection (b) of this section that the minor was:
 - a. Accompanied by the minor's parent or guardian;
 - b. On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - c. In a motor vehicle involved in interstate travel;
 - d. Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - e. Involved in an emergency;
 - f. On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
 - g. Attending an official school, religious, or other recreational activity supervised by adults and sponsored by a civic organization or another similar entity, that takes responsibility for the minor; or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by a civic organization, or another similar entity, that takes responsibility for the minor;
 - h. Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
 - i. Married or had been married or had disabilities of minority removed in accordance with V.T.C.A., Family Code § 31.001 et seq.
- (2) It is a defense to prosecution under subsection (b)(3) of this section that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(d) *Enforcement.* Before taking any enforcement action under this section, a police officer shall ask the apparent offender's age and reason for being in the public place.

(e) *Penalty.*

- (1) A person who violates a provision of this section is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.
- (2) When required by V.T.C.A., Family Code § 51.08, the municipal court shall waive original jurisdiction over a minor who violates subsection (b)(1) of this section and shall refer the minor to juvenile court.

(Code 1976, § 18-8; Code 1996, § 42-4; Ord. No. 97-10, 6-17-1997; Ord. No. 99-06, § 1, 5-4-1999; Ord. No. 2001-23, § 1, 9-18-2001; Ord. No. 2001-22, § 1, 8-7-2001; Ord. No. 2006-03, § 2, 4-4-2006; Ord. No. 2009-04, § 1, 3-17-2009; Ord. No. 2012-08, § 2, 3-6-2012)

State law reference— Children taken into custody for violation of curfew, V.T.C.A., Family Code § 52.028 et seq.



Agenda Briefing

Date of Meeting: 2/20/2018

Submitting Department: Public Works

Date Submitted: 2/5/2018

Prepared By: Kevin Padgett & Brian Craig

Presenter: Kevin Padgett, Brian Craig, Brad Matlock w/ Cobb Fendley

Will there be a guest/visitor presenter who is not an employee?: ☒ Yes ☐ No

What is this person's first and last name and affiliation to this item?: Brad

Matlock with Cobb Fendley; the City's contract engineer

Subject: Todville Sanitary Sewer Project Bid Award

Type of Item: ☐ Ordinance ☐ Resolution ☒ Contract/Agreement ☐ Public Hearing ☐ Discussion & Direction

Executive Summary: To award the Todville Sanitary Sewer contract to WadeCon, LLC. in the amount of \$989,900.00

Background/Issue (What prompted this need?): This project is part of the City's CIP (WW4) to replace the delapidated sanitary sewer infrastructure along Todville Road. The project limits are from Brummerhop Street north to E. Meyer Road and involves pipe bursting, manhole replacement, service reconnect, new services leads and pavement repair. Eight bid were received for the project which went through an errors and verification of bid documents check. The low and responsible bidder is WadeCon LLC. WadeCon's references were contacted by Cobb Fendley and a meeting was held with Cobb Fendley, City staff and Randy Higginbotham (WadeCon's project manager for this project) to verify past project scopes in relation to our project objectives.

Budget Analysis/Funding Comments:

Expenditure Required: \$

Budgeted Amount: \$989,900.00 Source of Funds/Funding Account: 29-290-6060

Not Budgeted: If approved, the following will be included in the next Budget Amendment and \$ will be added to Revenue Account: and \$ added to Expenditure Account:

1295 Form Required? ☒Yes ☐No

Name of Applicant (if applicable) :

Legal Description/Location (if applicable):

Supporting Materials Attached:

1. Engineer Recommendation Letter
2. Bid Tabulation
3. CIP WW4 Exhibit
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Recommended Placement on Agenda: Bid Awards

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.

Recommended Action: Award bid to low bidder WadeCon, LLC in the amount of \$989,900.00.

Reviewed by Department Director, if applicable ☒

Reviewed by Finance Director, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☐

February 2, 2018

Mr. Kevin Padgett
Director of Public Works
City of Seabrook
1700 First Street
Seabrook, Texas 77586

Re: **Recommendation of Award**
Todville Sanitary Sewer Line Project
Seabrook Project No. 2017-032-1

Dear Mr. Padgett,

Eight (8) bids for the referenced project were received on January 25, 2018 and a tabulation of those is attached to this letter. Each bid was checked for mathematical errors and/or bid irregularities. The low bid was submitted by **WadeCon, LLC**.

WadeCon, LLC provided a list of projects and references of completed and on-going projects. Various references were contacted by telephone and asked to respond to the quality of work the bidder had performed. Generally, they were impressed with the work and had worked on projects similar to this one. WadeCon, LLC also met with CobbFendley and City staff to discuss the project and answer questions regarding their approach to the project.

Based on our review of the bids and the qualifications of the bidder, WadeCon, LLC appears to be a responsible firm capable of performing the specified work. For these reasons we recommend award of the contract to **WadeCon, LLC** for a total Bid Price of **\$989,900.00**.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Mr. Kerry Lackey, P.E.
Senior Project Manager

cc: Brian Craig, City of Seabrook
Gayle Cook, City of Seabrook
Brad Matlock, CobbFendley

Attachment: Bid Tabulation

Client: City of Seabrook
Project Name: Todville Sanitary Sewer Line Project
Bid Date: January 25, 2018

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6		Bidder No. 7		Bidder No. 8	
				WadeCon, LLC		IPR South Central LLC		Nerie Construction LLC		Texas Pride Utilities, LLC		T Construction, LLC		KING Procurememnt & Energy Services LLC		Lopez Utilities Contractor, LLC		Horseshoe Construction, Inc.	
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
	BASE BID ITEMS																		
1	Mobilization (No Greater Than 5% of Total Bid)	LS	1	\$ 49,000.00	\$ 49,000.00	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 75,000.00	\$ 75,000.00	\$ 70,000.00	\$ 70,000.00	\$ 69,000.00	\$ 69,000.00	\$ 97,176.00	\$ 97,176.00
2	Remove and Dispose Offsite Asphalt Pavement and Base, Complete	SY	821	\$ 10.00	\$ 8,210.00	\$ 8.00	\$ 6,568.00	\$ 10.00	\$ 8,210.00	\$ 10.00	\$ 8,210.00	\$ 13.00	\$ 10,673.00	\$ 23.00	\$ 18,883.00	\$ 15.00	\$ 12,315.00	\$ 40.00	\$ 32,840.00
3	Remove and Dispose Offsite Concrete Driveway, Complete	SY	41	\$ 15.00	\$ 615.00	\$ 10.00	\$ 410.00	\$ 10.00	\$ 410.00	\$ 10.00	\$ 410.00	\$ 9.00	\$ 369.00	\$ 23.00	\$ 943.00	\$ 18.00	\$ 738.00	\$ 40.00	\$ 1,640.00
4	Remove and Dispose Offsite 12" Steel Pipe from Inside Conflict Manhole, Complete	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 9,000.00	\$ 9,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
5	Sawcut Pavement (Asphalt or Concrete)	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 850.00	\$ 850.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,200.00	\$ 2,200.00	\$ 6,000.00	\$ 6,000.00	\$ 9,500.00	\$ 9,500.00	\$ 10,000.00	\$ 10,000.00
6	Remove and Dispose Offsite Sanitary Sewer Manholes, All Materials, Complete	EA	18	\$ 500.00	\$ 9,000.00	\$ 950.00	\$ 17,100.00	\$ 800.00	\$ 14,400.00	\$ 800.00	\$ 14,400.00	\$ 650.00	\$ 11,700.00	\$ 1,000.00	\$ 18,000.00	\$ 1,200.00	\$ 21,600.00	\$ 1,500.00	\$ 27,000.00
7	Remove and Dispose Offsite 8" Sanitary Sewer Slip Line Pipe from within 10" Sanitary Sewer Pipe, Complete	LF	6,812	\$ 5.00	\$ 34,060.00	\$ 5.50	\$ 37,466.00	\$ 10.00	\$ 68,120.00	\$ 9.00	\$ 61,308.00	\$ 7.00	\$ 47,684.00	\$ 15.00	\$ 102,180.00	\$ 9.00	\$ 61,308.00	\$ 10.00	\$ 68,120.00
8	Tree Trimming (Urban Forester)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 9,500.00	\$ 9,500.00	\$ 6,500.00	\$ 6,500.00
9	4-Inch HMAc Asphaltic Concrete Surface, Including Tack Coat, Complete in Place	SY	821	\$ 35.00	\$ 28,735.00	\$ 40.00	\$ 32,840.00	\$ 30.00	\$ 24,630.00	\$ 60.00	\$ 49,260.00	\$ 46.00	\$ 37,766.00	\$ 40.00	\$ 32,840.00	\$ 85.00	\$ 69,785.00	\$ 55.00	\$ 45,155.00
10	10-Inch Gravel Base (Limestone), Complete in Place	SY	821	\$ 20.00	\$ 16,420.00	\$ 17.50	\$ 14,367.50	\$ 25.00	\$ 20,525.00	\$ 65.00	\$ 53,365.00	\$ 14.00	\$ 11,494.00	\$ 46.00	\$ 37,766.00	\$ 39.00	\$ 32,019.00	\$ 25.00	\$ 20,525.00
11	6-Inch Reinforced Concrete Driveway, Complete in Place	SY	41	\$ 100.00	\$ 4,100.00	\$ 75.00	\$ 3,075.00	\$ 110.00	\$ 4,510.00	\$ 100.00	\$ 4,100.00	\$ 45.00	\$ 1,845.00	\$ 140.00	\$ 5,740.00	\$ 130.00	\$ 5,330.00	\$ 110.00	\$ 4,510.00
12	Remove and Replace RCP Storm Sewer Pipe	LF	140	\$ 250.00	\$ 35,000.00	\$ 110.00	\$ 15,400.00	\$ 68.00	\$ 9,520.00	\$ 160.00	\$ 22,400.00	\$ 115.00	\$ 16,100.00	\$ 180.00	\$ 25,200.00	\$ 180.00	\$ 25,200.00	\$ 250.00	\$ 35,000.00
13	Install 12-Inch HDPE (IPS), SDR 19, Sanitary Sewer Pipe, Cell Class 445574E (Gray or Approved Equal), Equivalent 11.32-Inch I.D., ASTM D3350, PE 4710, by method of Pipe Bursting , including dewatering, Complete in Place	LF	6,812	\$ 62.50	\$ 425,750.00	\$ 65.00	\$ 442,780.00	\$ 90.00	\$ 613,080.00	\$ 65.00	\$ 442,780.00	\$ 127.00	\$ 865,124.00	\$ 72.00	\$ 490,464.00	\$ 99.00	\$ 674,388.00	\$ 175.00	\$ 1,192,100.00
14	Install 12-Inch HDPE (IPS), SDR 19, Sanitary Sewer Pipe, Cell Class 445574E (Gray or Approved Equal), Equivalent 11.32-Inch I.D., ASTM D3350, PE 4710, by method of Pipe Bursting, Creek Crossing , including dewatering, Complete in Place	LF	100	\$ 100.00	\$ 10,000.00	\$ 180.00	\$ 18,000.00	\$ 200.00	\$ 20,000.00	\$ 250.00	\$ 25,000.00	\$ 250.00	\$ 25,000.00	\$ 270.00	\$ 27,000.00	\$ 160.00	\$ 16,000.00	\$ 750.00	\$ 75,000.00
15	Install 12-Inch HDPE (IPS), SDR 19, Sanitary Sewer Pipe, Cell Class 445574E (Gray or Approved Equal), Equivalent 11.32-Inch I.D., ASTM D3350, PE 4710, by Open Cut method of Construction, including dewatering, Complete in Place	LF	48	\$ 100.00	\$ 4,800.00	\$ 295.00	\$ 14,160.00	\$ 125.00	\$ 6,000.00	\$ 180.00	\$ 8,640.00	\$ 260.00	\$ 12,480.00	\$ 200.00	\$ 9,600.00	\$ 250.00	\$ 12,000.00	\$ 350.00	\$ 16,800.00
16	Trench Safety System for Access Pits & Service Reconections, Complete in Place	LF	1,392	\$ 5.00	\$ 6,960.00	\$ 1.00	\$ 1,392.00	\$ 5.00	\$ 6,960.00	\$ 1.00	\$ 1,392.00	\$ 3.00	\$ 4,176.00	\$ 5.00	\$ 6,960.00	\$ 8.00	\$ 11,136.00	\$ 5.00	\$ 6,960.00
17	Furnish and Install 4-Foot Diameter Precast Manhole, Including 80 Mils of Coating (All Depths), Including Stainless Steel Inflow Protector and Including connections to main lines and all dewatering	EA	18	\$ 6,000.00	\$ 108,000.00	\$ 9,250.00	\$ 166,500.00	\$ 6,500.00	\$ 117,000.00	\$ 6,400.00	\$ 115,200.00	\$ 6,800.00	\$ 122,400.00	\$ 7,300.00	\$ 131,400.00	\$ 9,500.00	\$ 171,000.00	\$ 8,500.00	\$ 153,000.00
18	Remove and Reinstall 4-Inch & 6-Inch Sanitary Sewer Service Connections, Short Side, including dewatering, Complete in Place	EA	57	\$ 750.00	\$ 42,750.00	\$ 2,050.00	\$ 116,850.00	\$ 800.00	\$ 45,600.00	\$ 3,000.00	\$ 171,000.00	\$ 950.00	\$ 54,150.00	\$ 3,800.00	\$ 216,600.00	\$ 975.00	\$ 55,575.00	\$ 1,500.00	\$ 85,500.00
19	Remove and Reinstall 4-Inch & 6-Inch Sanitary Sewer Service Connections, Long Side, by pipe bursting or auger method of construction, including dewatering, Complete in Place	EA	21	\$ 2,000.00	\$ 42,000.00	\$ 3,350.00	\$ 70,350.00	\$ 1,200.00	\$ 25,200.00	\$ 4,000.00	\$ 84,000.00	\$ 1,350.00	\$ 28,350.00	\$ 4,800.00	\$ 100,800.00	\$ 2,100.00	\$ 44,100.00	\$ 1,800.00	\$ 37,800.00
20	Bypass Pumping, Complete in Place	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 4,500.00	\$ 4,500.00	\$ 23,000.00	\$ 23,000.00	\$ 52,000.00	\$ 52,000.00	\$ 2,000.00	\$ 2,000.00
21	Additional Cost for internal drop connections for sewer mains connecting to Manhole over 2-ft above invert elevation, Complete in Place	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 3,500.00	\$ 17,500.00	\$ 2,500.00	\$ 12,500.00	\$ 2,800.00	\$ 14,000.00	\$ 1,285.00	\$ 6,425.00	\$ 3,000.00	\$ 15,000.00	\$ 975.00	\$ 4,875.00	\$ 1,200.00	\$ 6,000.00
22	Erosion/Sediment Control in Accordance with TPDES Requirements, Including Notice of Intent (NOI) and Notice of Termination (NOT), (1-Contractor, 1-Owner)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,820.00	\$ 1,820.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00
23	Furnish, Install, and Remove Reinforced Filter Fabric Fence, Complete in Place	LF	340	\$ 5.00	\$ 1,700.00	\$ 5.00	\$ 1,700.00	\$ 3.00	\$ 1,020.00	\$ 2.00	\$ 680.00	\$ 2.00	\$ 680.00	\$ 15.00	\$ 5,100.00	\$ 6.50	\$ 2,210.00	\$ 8.00	\$ 2,720.00
24	Furnish and Install Inlet Protection Barrier (Stage 1)	EA	29	\$ 200.00	\$ 5,800.00	\$ 50.00	\$ 1,450.00	\$ 200.00	\$ 5,800.00	\$ 10.00	\$ 290.00	\$ 6.00	\$ 174.00	\$ 250.00	\$ 7,250.00	\$ 180.00	\$ 5,220.00	\$ 250.00	\$ 7,250.00
25	Hydromulch Seeding for Erosion Control, Complete in Place	SY	1,400	\$ 2.50	\$ 3,500.00	\$ 1.00	\$ 1,400.00	\$ 3.00	\$ 4,200.00	\$ 4.00	\$ 5,600.00	\$ 3.35	\$ 4,690.00	\$ 4.00	\$ 5,600.00	\$ 35.00	\$ 49,000.00	\$ 5.00	\$ 7,000.00
26	Traffic Control and Regulation, in Accordance with Drawings and Specifications	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	\$ 60,000.00	\$ 116,000.00	\$ 116,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 65,000.00	\$ 65,000.00	\$ 20,000.00	\$ 20,000.00
27	Grout Fill and Abandon Sanitary Sewer Main	CY	180	\$ 250.00	\$ 45,000.00	\$ 165.00	\$ 29,700.00	\$ 125.00	\$ 22,500.00	\$ 400.00	\$ 72,000.00	\$ 33.00	\$ 5,940.00	\$ 100.00	\$ 18,000.00	\$ 185.00	\$ 33,300.00	\$ 45.00	\$ 8,100.00
28	Install 8-Inch HDPE (IPS), SDR 19, Sanitary Sewer Pipe, Cell Class 445574E (Gray or Approved Equal), Equivalent 8.625-Inch I.D., ASTM D3350, PE 4710, by method of Pipe Bursting , including dewatering, Complete in Place	LF	100	\$ 50.00	\$ 5,000.00	\$ 110.00	\$ 11,000.00	\$ 105.00	\$ 10,500.00	\$ 64.00	\$ 6,400.00	\$ 100.00	\$ 10,000.00	\$ 74.00	\$ 7,400.00	\$ 120.00	\$ 12,000.00	\$ 225.00	\$ 22,500.00
29	Construction of Manhole Base for Wet Sand Construction, Complete in Place	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 25,000.00	\$ 25,000.00	\$ 6,000.00	\$ 6,000.00	\$ 12,500.00	\$ 12,500.00	\$ 5,000.00	\$ 5,000.00
30	Brace & Protect Power Pole	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 750.00	\$ 3,000.00	\$ 2,500.00	\$ 10,000.00	\$ 3,000.00	\$ 12,000.00	\$ 3,500.00	\$ 14,000.00	\$ 3,500.00	\$ 14,000.00	\$ 5,200.00	\$ 20,800.00	\$ 1,500.00	\$ 6,000.00
31	Remove & Replace Type E Inlet	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 2,450.00	\$ 4,900.00	\$ 4,500.00	\$ 9,000.00	\$ 5,000.00	\$ 10,000.00	\$ 3,000.00	\$ 6,000.00	\$ 5,800.00	\$ 11,600.00	\$ 6,800.00	\$ 13,600.00	\$ 5,000.00	\$ 10,000.00
32	Remove & Replace Iron Fence (20 LF)	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 50.00	\$ 50.00	\$ 1,200.00	\$ 1,200.00	\$ 1,800.00	\$ 1,800.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
33	Protect Existing Utilities	EA	18	\$ 500.00	\$ 9,000.00	\$ 650.00	\$ 11,700.00	\$ 1,500.00	\$ 27,000.00	\$ 100.00	\$ 1,800.00	\$ 1,300.00	\$ 23,400.00	\$ 500.00	\$ 9,000.00	\$ 925.00	\$ 16,650.00	\$ 750.00	\$ 13,500.00
34	Relocate Water Line	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 750.00	\$ 2,250.00	\$ 3,500.00	\$ 10,500.00	\$ 5,000.00	\$ 15,000.00	\$ 6,800.00	\$ 20,400.00	\$ 1,000.00	\$ 3,000.00	\$ 15,000.00	\$ 45,000.00	\$ 1,500.00	\$ 4,500.00
TOTAL BASE BID PRICE				\$ 989,900.00		\$ 1,142,258.50		\$ 1,225,885.00		\$ 1,403,535.00		\$ 1,490,540.00		\$ 1,484,826.00		\$ 1,650,649.00		\$ 2,040,696.00	

*adding error on their sheet
somewhere at the end. All
amounts were the same

PROPOSED CAPITAL IMPROVEMENT PROJECTS

Project Title: TODVILLE SEWER LINE REPLACEMENT

Project Location/Limits: SECOND STREET TO MEYER ROAD

CIP Number: WW4

Facility Type: WASTEWATER

Project Description and Justification

The project will replace the leaking sewer system from E Meyer Rd to Brummerhop St with a new HDPE pipe and reconnect all services with PVC pipe. Additionally all manhole will be replaced with precast manholes and corrosive resisitant liner.

Project Cost Estimates:

COST BY FISCAL YEAR							
Project Cost	PREV	FY18	FY19	FY20	FY21	FY22+	TOTAL
Engineering/Planning	\$ 369,700						\$ 369,700
Land/Easements Acq.							\$ -
Construction		\$ 2,098,693					\$ 2,098,693
Total Cost	\$ 369,700	\$ 2,098,693	\$ -	\$ -	\$ -	\$ -	\$ 2,468,393

Opinion of Probable Construction Cost Estimate

Description	Quantity	Unit	Unit Price	Total Cost
Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
12-Inch Sanitary Sewer Pipe	6400	LF	\$ 130.00	\$ 832,000.00
Services	75	EA	\$ 1,200.00	\$ 90,000.00
Remove Existing Manholes	19	EA	\$ 1,800.00	\$ 34,200.00
Remove Existing Sewer	6400	LF	\$ 15.00	\$ 96,000.00
Pavement Point Repair	450	SY	\$ 75.00	\$ 33,750.00
Manholes	20	EA	\$ 11,500.00	\$ 230,000.00
Dewatering	1280	LF	\$ 50.00	\$ 64,000.00
Bypass Pumping	240	DAYS	\$ 1,500.00	\$ 360,000.00
SWPPP	1	EA	\$ 5,000.00	\$ 5,000.00
Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00
Project Contingencies (15%)				\$ 273,742.50
Construction Total				\$ 2,098,692.50

Comments/Special Project Notes:

Project Design was approved Spring 2017.



WW4
TODVILLE SEWER LINE
REPLACEMENT

CobbFendley
Texas Registration No. 274
1920 Country Place Parkway, Suite 310
Pearland, Texas 77584
281.993.4952 | fax 281.993.8086
www.cobbhendley.com



DATE: JUNE 2017



Agenda Briefing

Date of Meeting: 2/20/2018

Submitting Department: Purchasing

Date Submitted: 2/12/2018

Prepared By: Liz Lopresti

Presenter: Kevin Padgett

Will there be a guest/visitor presenter who is not an employee?: ☐ Yes ☒ No

What is this person's first and last name and affiliation to this item?:

Subject: RFP 2018-01 Janitorial Service

Type of Item: ☐ Ordinance ☐ Resolution ☒ Contract/Agreement ☐ Public Hearing ☐ Discussion & Direction

Executive Summary: Consider and take all appropriate action for awarding the bid on RFP 2018-01 for Janitorial Services to the reasonable bidder, American Janitorial Services LTD for an initial term of 3 years with the option for 2 additional 1 year extensions.

Background/Issue (What prompted this need?): This project has not been bid since 2011, due to not meeting the \$50,000 amount when a formal bid is required. The addition of the new PWAC facility and increase in use of Carothers Coastal Gardens brought the anticipated expenditure for janitorial services at current rates close to or over the \$50,000 amount where formal bidding is required by the Texas Local Government Code Section 252.

Budget Analysis/Funding Comments: This is a budgeted expense for City Hall, the Police Department, Public Works, Animal Control and the Fire Station.

Expenditure Required: \$37,144.44 plus Carothers and Community House cleaning and supplies

Budgeted Amount: \$43,600.00 **Source of Funds/Funding Account:** 107, 200, 210, 230, 400, 500, 902, 912

Not Budgeted: If approved, the following will be included in the next Budget Amendment and \$ will be added to Revenue Account: and \$ added to Expenditure Account:

1295 Form Required? ☒ Yes ☐ No

Name of Applicant (if applicable) :

Legal Description/Location (if applicable):

Supporting Materials Attached:

1. Contract
2. Form 1295
3. Individual Evaluations
4. Price Evaluation (including budget numbers)
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Recommended Placement on Agenda: Bid Awards

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.

Recommended Action: Approve award of RFP 2018-01 for Janitorial Services to American Janitorial, LTD and execute contract for a 3 year term with 2 optional 1 year renewals.

Reviewed by Department Director, if applicable ☐

Reviewed by Finance Director, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☐

Disaster Recovery Services and Financial and Grant Management

Evaluation Sheet

Name of Evaluator: Gayle Cook

Name of Company: American Janitorial

Qualifications of Key Personnel	Experience	References	Price	Supplies
10% 15	20% 25	10% 20	30%	10%
15	25	20	30	8

98

Name of Company: Hospitality Cleaning Solutions

Qualifications of Key Personnel	Experience	References	Price	Supplies
20% 15	20% 25	20% 20	30%	10%
15	23	19	22	7

86

Name of Company: A Veterans Touch

Qualifications of Key Personnel	Experience	References	Price	Supplies
20% 15	20% 25	20% 20	30%	10%
15	24	19	28	10

96

Questions:
Bio Hazard per hour?

Carothers per hour?

How many hrs minimum and how many per crew?

Name of Company: Ambassador

Qualifications of Key Personnel	Experience	References	Price	Supplies
10% 15	20% 25	10% 20	30%	10%
15	25	20	20	7

87

Name of Company: Oriental

Disaster Recovery Services and Financial and Grant Management

Evaluation Sheet

Oriental

Qualifications of Key Personnel	Experience	References	Price	Supplies
10% 15	20% 25	10% 20	30%	10%
15	24	19	20	7

85

Disaster Recovery Services and Financial and Grant Management Evaluation Sheet

Name of Evaluator: Brian Craig

Name of Company: American Janitorial

Qualifications of Key Personnel	Experience	References	Price	Supplies
10%	20%	10%	30%	10%
8	17	9	28	5

67 out of 80

Name of Company: Hospitality Cleaning Solutions

Qualifications of Key Personnel	Experience	References	Price	Supplies
10%	20%	10%	30%	10%
8	15	8	20	5

56 out of 80

Name of Company: A Veterans Touch

Qualifications of Key Personnel	Experience	References	Price	Supplies
10%	20%	10%	30%	10%
8	14	8	25	4

59 out of 80

Name of Company: Ambassador

Qualifications of Key Personnel	Experience	References	Price	Supplies
10%	20%	10%	30%	10%
8	16	9	15	5

53 out of 80

Name of Company: Oriental

Disaster Recovery Services and Financial and Grant Management

Evaluation Sheet

Qualifications of Key Personnel	Experience	References	Price	Supplies
10%	20%	10%	30%	10%
8	18	7	10	5

48 out of 80

Disaster Recovery Services and Financial and Grant Management Evaluation Sheet

Name of Evaluator: Liz

Name of Company: American Janitorial

Qualifications of Key Personnel	Experience	References	Price	Supplies
10% 15	20% 25	10% 20	30%	10%
12	25	20	30	8

95

Name of Company: Hospitality Cleaning Solutions

Qualifications of Key Personnel	Experience	References	Price	Supplies
10% 15	20% 25	10% 20	30%	10%
15	20	20	20	7

82

Name of Company: A Veterans Touch

Qualifications of Key Personnel	Experience	References	Price	Supplies
10% 15	20% 25	10% 20	30%	10%
15	24	20	25	10

94

Name of Company: Ambassador

Qualifications of Key Personnel	Experience	References	Price	Supplies
10% 15	20% 25	10% 20	30%	10%
15	25	20	10	7

77

Name of Company: Oriental

Disaster Recovery Services and Financial and Grant Management

Evaluation Sheet

Qualifications of Key Personnel	Experience	References	Price	Supplies
10% 15	20% 25	10% 20	30%	10%
15	24	20	5	5 5

69

Disaster Recovery Services and Financial and Grant Management Evaluation Sheet

Name of Evaluator: DWAYNE VANSELOUS

Name of Company: American Janitorial

Qualifications of Key Personnel	Experience	References	Price	Supplies
10%	20%	10%	30%	10%
10%	20%	10%	28%	37%

75

?

Name of Company: Hospitality Cleaning Solutions

Qualifications of Key Personnel	Experience	References	Price	Supplies
10%	20%	10%	30%	10%
8	15	10	20	8

61

Name of Company: A Veterans Touch

Qualifications of Key Personnel	Experience	References	Price	Supplies
10%	20%	10%	30%	10%
8	15	10	30	10

73

BIO ?

Name of Company: Ambassador

Qualifications of Key Personnel	Experience	References	Price	Supplies
10%	20%	10%	30%	10%
10	20	10	28	5

73

Name of Company: Oriental

Disaster Recovery Services and Financial and Grant Management

Evaluation Sheet

Qualifications of Key Personnel	Experience	References	Price	Supplies
10%	20%	10%	30%	10%
7	15	10	15	5

52

Disaster Recovery Services and Financial and Grant Management

Evaluation Sheet

Name of Evaluator: KEVIN PADGETT

Name of Company: American Janitorial

Qualifications of Key Personnel	Experience	References	Price	Supplies
15 10	25	20	30%	10%
10	20 25	20	30	7

92

Name of Company: Hospitality Cleaning Solutions

Qualifications of Key Personnel	Experience	References	Price	Supplies
15 10	25	20	30%	10%
10	22	20	22	7

81

Name of Company: A Veterans Touch

Qualifications of Key Personnel	Experience	References	Price	Supplies
15 10	25	20	30%	10%
10	25	20	28	7

90

Name of Company: Ambassador

Qualifications of Key Personnel	Experience	References	Price	Supplies
15 10	25	20	30%	10%
10	23	20	20	7

80

Name of Company: Oriental

Disaster Recovery Services and Financial and Grant Management

Evaluation Sheet

Qualifications of Key Personnel	Experience	References	Price	Supplies
15 10%	25 20%	20 10%	30%	10%
10	22	20	18	7

77

Janitorial Services Agreement

This AGREEMENT ("Agreement") is entered into by and between American Janitorial ("Contractor"), located at 2951 Marina Bay Drive, League City, Texas, 77573 and City of Seabrook ("City"), a municipal corporation, located at 1700 First Street, Seabrook, Texas 77586 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform Janitorial Services at City Facilities listed in **Exhibit A**, as set forth in **Exhibit B**, which is attached and incorporated herein, and which can be generally described as Janitorial Services for City Facilities.
2. **Term and Termination:** The term of this Contract shall be a three (3) years. The Contract may be renewed for two (2) additional one (1) year terms with the mutual consent of both parties, not less than 30 days prior to the expiration of the initial agreement.

The Contract will not automatically renew. The Contractor shall perform in accordance with the terms and conditions of the Contract. Charges of poor performance shall be documented by the City and submitted to the Contractor for corrective action. If continued poor performance is communicated, this will be deemed a breach of these specifications and shall be the cause for immediate termination of the Contract. The City of Seabrook reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination date.

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

3. **Compensation:** Contractor shall be paid for the services, as set forth in **Exhibit A**, attached and incorporated for all purposes. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City. All invoices must be emailed to accounts payable, payables@seabrooktx.gov or mailed to:

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

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

1. General Aggregate	\$1,000,000.00
2. Contractor's Liability	\$500,000.00
3. Bodily Injury	\$500,000.00
4. Property Damage	\$500,000.00
5. Workers Compensation	Requirements Per Texas State Law
6. Business Service Bond	\$10,000.00

Thirty (30) days prior notice of policy cancellation shall be provided to the City. The Contractor shall furnish the City with an Insurance Policy Endorsement evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this Contract.

5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of Seabrook employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement, and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of Seabrook, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

9. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
11. **Non-Transferable Agreement:** The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS**

INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

14. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
15. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction exclusively in Harris County, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of

this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

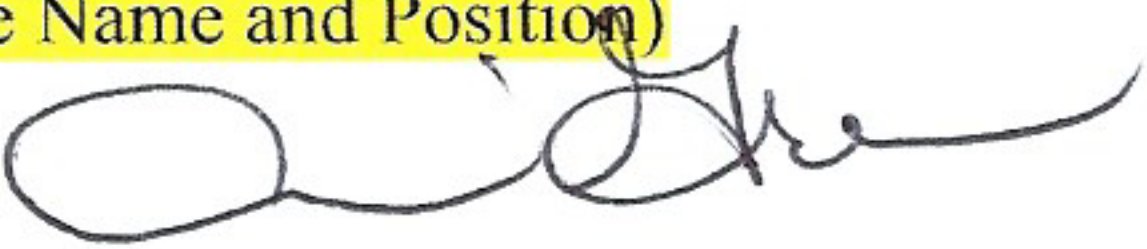
20. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of Seabrook and is current on all taxes owed to the City of Seabrook. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of Seabrook regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

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

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

Executed this _____ day of _____, _____.

American Janitorial Services - "Contractor"

Anni Greene Partner
(Type Name and Position)


CITY OF SEABROOK – "City"

Thom Kolupski, Mayor

Attest:

Robin Hicks, City Secretary

Approved as to Form:

Office of the City Attorney

Note: Modification of this Form requires approval by the Office of the City Attorney.

EXHIBIT A: COST SHEET

Facility	Frequency	Cost	Unit
City Hall	5 days per week	\$810.00	Month
Police Department	7 days per week	\$835.00	Month
Fire Department	5 days per week	\$405.00	Month
Public Works- Admin		\$650.00	Month
Public Works- Operations A		\$100.00	Month
Public Works- Operations B		\$150.00	Month
Animal Control		\$142.87	Month
Carothers Coastal Garden	As Requested	\$180.00	Occurrence
Community House	As Requested	\$50.00	Occurrence
Biohazard- Jail	As Requested	\$25.00	Hour
Vacuum Chairs	As Requested	\$0.75	Each
Carpet Cleaning	As Requested	\$0.14	Square Foot
Window	As Requested	\$1.50	Pane
Strip and Wax Floors	As Requested	\$0.20	Square Foot
GoJo Hand Soap	As Needed	\$55.59	
Trash Liners 20-30 Gallon	As Needed	\$13.67	
Trash Liners 40-45 Gallon	As Needed	\$16.55	
Sanitary Receptacle Liners	As Needed	\$15.97	
Granite Polish	As Needed	\$63.07	Case

EXHIBIT B: DESCRIPTION OF SERVICES

1. Facilities and Schedule

CITY HALL: 9:00 p.m. and 7:00 a.m. Monday-Friday.

POLICE DEPT: 9:00 p.m. and 7:00 a.m. Monday-Sunday.

PWAC COMPLEX: 9:00 p.m. and 7:00 a.m. Monday-Friday.

FIRE DEPT: 9:00 p.m. and 7:00 a.m. Monday-Sunday.

CAROTHERS: Services scheduled as needed, based on special events. Depending on special event schedule, cleaning could be required overnight or during the day.

COMMUNITY HOUSE: Services scheduled as needed, based on special events. Depending on special event schedule, cleaning could be required overnight or during the day.

2. Daily Service

- a) Clean and disinfect all restroom facilities and replenish paper products.
- b) Refill soap and paper towel dispensers as necessary.
- c) Clean and disinfect all partitions and stalls.
- d) Clean all flush rings, sanitary receptacle and paper units.
- e) Clean and polish all mirrors.
- f) Clean inside and outside glass entranceways, doorways and partition glass.
- g) Clean inside and outside of all glass doors and interior windows.
- h) Clean and disinfect all countertops and public use areas.
- i) Clean and disinfect handrails.
- j) Clean and disinfect all door handles
- k) Clean and disinfect all kitchen areas, including table and counter tops.
- l) Clean outside/inside of all microwave units, coffee machines, and other appliances.
- m) Clean and disinfect all tables and wipe down chairs.
- n) Clean and disinfect all drinking fountains.
- o) Empty all trash receptacles, inside and outside, and change liners. This includes the front of the police station and sally port in police station
- p) Wipe walls behind trash containers.
- q) Police Station, Fire Station and PWAC: Clean and disinfect all showers.

3. Daily Floor Care

- a) Sweep landing adjacent to entrances/exits to maintain a clean and favorable appearance.
- b) Dust mop hard surface floors with treated dust mop.
- c) Damp mop all hard surface floors to remove stains or spills as necessary.
- d) Damp mop or wet mop hard floors.
- e) Wet mop and disinfect all restrooms floors.
- f) Wet mop Police Department floor daily using neutral floor cleaner (Damp mop by Spartan or equivalent).
- g) Vacuum all carpeted areas.
- h) Vacuum floor mats.
- i) Spot clean carpet as needed.
- j) Fire Station: Vacuum 2 bunk rooms (only when not in use).

4. Weekly Service

- a) Wet mop all hard floors thoroughly.
- b) Vacuum all carpet floors.
- c) Buff Police Department floor.
- d) Clean and disinfect jail cells to include dry polishing of all chrome and stainless steel fixtures.
- e) Clean and Disinfect telephones in jail cells and booking area.
- f) Clean all door fronts and switches.
- g) Clean all light switches.
- h) Dust all mini-blinds, windowsills, library shelves, picture frames and doorframes.
- i) Dust all ledges, chair rails, pictures, and office furniture.
- j) Dust all desks, file cabinets, counters, partitions, and other office equipment/furniture (desks should be feather dusted and only cleaned thoroughly if desk is not in disarray).
- k) Clean and disinfect all telephones.
- l) Council Chambers: polish granite with granite cleaner/polish, Dust wood portion of council desks.
- m) Council Chambers: Clean dais, including vacuuming, emptying trash and picking up anything on floors.
- n) Fire Station: Dust fans

5. Bi-Weekly Service

- a) Clean and disinfect all jail floors and holding cells.

6. Monthly Service

- a) Clean all air returns and vents.
- b) Clean all baseboards and kick plates.
- c) Clean and buff all resilient flooring.
- d) Feather dust all corners and ceiling lighting.
- e) Thoroughly clean foyer glass in Council Chambers.
- f) Clean and de-bug all lighting.
- g) Vacuum Council Chamber Chairs.

7. Upon Request

- a) Steam clean all carpeted areas and upholstered chairs.
- b) Strip and wax all resilient floor areas.
- c) Clean inside and outside of windows.
- d) Jail: Biohazard cleaning

8. Supplies and Equipment

Contractor shall furnish all janitorial supplies and equipment necessary to perform the above work with the following exceptions which will be provided by the City: restroom paper towels, toilet tissue. City maintains the option to purchase trash can liners, hand soap and marble cleaner through Contractor or through other means.

9. Personnel

The Contractor shall have experienced, trained, and competent personnel that have sufficient knowledge and training in performing the cleaning requirements set forth in these specifications. The Contractor shall be responsible for any damage to any City equipment or facilities by the Contractor, its employees, representatives, or agents in the performance of the contract.

Contractor agrees to provide a Supervisor on call twenty-four hours a day, seven days per week. The City should be advised in writing by Contractor's Supervisor of conditions such as:

- a) Diminished supplies.
- b) Broken equipment or fixtures.
- c) Lost keys.
- d) Changes in personnel.

Custodial personnel should never open doors to admit anyone regardless of the circumstances. A current list of employees servicing the facility along with the designated supervisor must be on file at the Police Department and with City Human Resources. Background checks will be performed on all Contractor personnel entering the building PRIOR to start of service. Any changes to Contractor staff working at City Facilities must be communicated to City's designated Representative PRIOR to that employee beginning work.

Employees must present their driver's license or some other form of Photo Identification prior to entering the City Complex and must enter through the Police Department. No one other than the Contracting firm's designated employee(s) is to enter City Facilities during the scheduled cleaning periods.

City reserves the right to require that all Contractor staff working at City Facilities has City Issued Photo Identification.

10. Standards of Performance

Unsatisfactory cleaning will be subject to call back for re-cleaning between the hours of 8:00 a.m. and 5:00 p.m. without additional charges.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-275209

Date Filed:
10/23/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

American Janitorial Services, Ltd
League City, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Seabrook

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

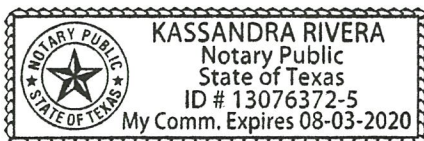
2018-01
Janitorial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zucker, Todd	Houston, TX United States		X
	Greene, anni	League City, TX United States	X	
	Licon, Sergio	League City, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Annabella Greene, this the 24th day of October, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Kassandra Rivera
Printed name of officer administering oath

Notary
Title of officer administering oath



Agenda Briefing

Date of Meeting: February 6, 2018

Submitting Department: Building Department

Date Submitted: February 22, 2018

Prepared By: Sean Landis

Presenter: Sean Landis

Will there be a guest/visitor presenter who is not an employee?: ☐ Yes ☒ No

What is this person's first and last name and affiliation to this item?: N/A

Subject: Amendment to the Sign Standards

Type of Item: ☒ Ordinance ☐ Resolution ☐ Contract/Agreement ☒ Public Hearing ☐ Discussion & Direction

Executive Summary:

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, "APPENDIX A", "COMPREHENSIVE ZONING", ARTICLE 6, "SIGN STANDARDS", BY DELETING THE EXISTING ARTICLE IN ITS ENTIRETY AND REPLACING IT WITH NEW PREVISIONS UNDER THE SAME CHAPTER TITLE "SIGN STANDARDS"; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY AND NOTICE.

Background/Issue (What prompted this need?):

As a result of the aesthetic and functional changes occurring due to the State Highway 146 Expansion Project. The Planning and Zoning Commission along with City Staff identified the city's sign ordinance as requiring a comprehensive review. The Planning and Zoning Commission has completed their review and is recommending deleting the existing article in its entirety and replacing it with new provisions under the same chapter title "Sign Standards", please find as an attachment the proposed new ordinance language.

The Planning and Zoning Commission at their regular scheduled meeting held on December 21, 2017 recommended approval with a unanimous vote.

Ayes: Aguilar, Caradec, DeHart, Hammann, Miller, Soich

Nays:

Abstained:

Budget Analysis/Funding Comments: N/A

Expenditure Required: \$N/A

Budgeted Amount: \$N/A **Source of Funds/Funding Account:** N/A

Not Budgeted: If approved, the following will be included in the next Budget Amendment and \$N/A will be added to Revenue Account: N/A and \$N/A added to Expenditure Account: N/A

1295 Form Required? ☐ Yes ☒ No

Name of Applicant (if applicable) : N/A

Legal Description/Location (if applicable): N/A

Supporting Materials Attached:

1. Proposed Sign Ordinance Language
2. Planning and Zoning Commission Official Report
3. Ordinance 2018-06
- 4.

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.

- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Recommended Placement on Agenda: Specific Public Hearing/New Business

Recommended Action: The Planning and Zoning Commission at their regular scheduled meeting held on December 21, 2017 recommended approval with an unanimous vote.

Ayes: Aguilar, Caradec, DeHart, Hammann, Miller, Soich

Nays:

Abstained:

Reviewed by Department Director, if applicable ☐

Reviewed by Finance Director, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☐

**ORDINANCE NO. 2018-06
AMENDMENTS TO SIGN STANDARDS**

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, "APPENDIX A", "COMPREHENSIVE ZONING", ARTICLE 6, "SIGN STANDARDS", BY DELETING THE EXISTING ARTICLE IN ITS ENTIRETY AND REPLACING IT WITH NEW PREVISIONS UNDER THE SAME CHAPTER TITLE "SIGN STANDARDS"; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY AND NOTICE.

WHEREAS, the City Council of the City of Seabrook is continually reviewing the provisions of the City Code of Ordinances relating to land use and other circumstances which generally impact the health, safety and well-being of residents, citizens and inhabitants; and

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

WHEREAS, the City Council and the Planning and Zoning Commission of the City of Seabrook have studied the present provisions of the Code of Ordinances of the City of Seabrook and have determined the need to update the provisions relative to permitted land uses; and

WHEREAS, all public notices have been published, mailed and provided in accordance with statute and Appendix "A" of the City Code of Ordinances (Zoning Code); and

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

SECTION 1. FINDINGS.

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

SECTION 2. AMENDMENT TO TH SEABROOK CITY CODE, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 6, "SIGN STANDARDS", BY DELETING THE EXISTING PROVISIONS IN ITS ENTIRETY AND REPLACING IT WITH NEW PROVISIONS UNDER THE SAME CHAPTER TITLE "SIGN STANDARDS".

The Seabrook City Code, Appendix A, “Comprehensive Zoning” Article 6, “Sign Standards” is hereby amended by deleting its provisions in its entirety and replacing it with new provisions under the same Chapter designation entitled, “Sign Standards” as provided hereinafter:

Article 6. – SIGN STANDARDS

Sec. 6.01. - Purpose and intent.

The purpose of this article is to create the legal framework for a comprehensive and balanced system of signage in the city without impermissible content based regulation. These regulations are intended to provide an easy and pleasant communication between people and their environment and avoid visual clutter that is potentially harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance. In addition to protecting the health, welfare, and safety of the community, these standards are adopted in order to:

- (1) Maintain and enhance the aesthetics of our community;
- (2) Enhance automobile and pedestrian safety;
- (3) Encourage the integration of signage with landscaping and building design;
- (4) Protect and enhance scenic views and natural landscapes;
- (5) Protect and enhance economic viability of the city's commercial corridors by assuring aesthetic appeal to businesses and residents alike;
- (6) Promote the use of aesthetically pleasing sign materials, colors, and types; and
- (7) Require safe and effective signage including distinguishing between: lighted/unlighted signs; electronic signs with messages that change; distinguishing between private and public property; the placement of signs on commercial and residential property, and on-premises and off-premises signs; and additional rules imposing time restrictions on signs advertising a one-time event and related permissible regulations.

Sec. 6.02. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrative official. The department director appointed by the city manager to administer this article, or the department director's designee.

Alter. To change the size, shape or outline, or type of sign or to change the electrical lighting, except for the replacement of lamps not brighter than the original or the replacement of a surface panel.

Architectural detail. Any projection, articulation, relief, cornice, column, change of building material, window, or door opening on any building.

Attach. To stick, tack, nail or otherwise affix a sign to any object.

Awning. A cloth, plastic, or other nonstructural covering that either is permanently attached to a building or can be raised or retracted to a position against the building when not in use.

Banner. See sign, banner.

Building. A structure which has a roof supported by walls for the shelter, support, or enclosure of persons, animals, or chattel.

Certificate of occupancy (C.O.). An official certificate issued by the city which indicates conformance with building, zoning, and health and safety regulations and authorizes legal use and occupancy of the premises for which it is issued.

Civic organization. An organization which offers community programs to citizen, city or civic affairs groups.

Commencement of work. For construction of a sign, commencement of work shall be the point in time when the sign has been delivered to the site and attachment to a building has begun or holes are excavated for ground installation.

Dilapidated or deteriorated condition. Any sign which has any of the following characteristics:

(1) Where elements of the surface or background can be seen, as viewed from the normal viewing distance, to have portions of the finished material or paint flaked, broken off, or missing, or otherwise not in harmony with the rest of the surface; or

(2) Where the structural support or frame members are visibly bent, broken, dented, or torn; or

(3) Where the panel is visibly cracked, or in the case of wood and similar products, splintered in such a way as to constitute an unsightly or harmful condition; or

(4) Where the sign or its elements are twisted or leaning or at angles other than those at which it was originally erected (such as may result from being blown or the failure of a structural support); or

(5) Where the message or wording can no longer be clearly read by a person with normal eyesight under normal viewing conditions.

Distance from R.O.W. Distance of signs from R.O.W. shall mean the shortest horizontal distance from the nearest R.O.W. to a vertical line to the ground from the nearest element of the sign.

Donation bin. A bin or similar structure used for the collection of clothes or non-perishable food items.

Erect. To build, construct, attach, hang, place, suspend or affix. This shall also include the painting of signs on the exterior surface of a building or structure.

Facade. Any separate face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction, or in the directions within 45 degrees of one another, they are to be considered as part of a single facade.

Fund raiser. An activity that takes place for the sole purpose of raising funds to support community service organizations, public charities, or nonprofit organizations.

Height, sign. As applied to a sign, height shall be measured as the vertical distance between the highest part of the sign or its supporting structure, whichever is higher, and finished grade at the center of the base of the sign.

Height, letter/logo. The height of each individual letter, logo, symbol, and/or icon in a sign.



Illumination. The enhancement of a sign utilizing electric lights, luminous tubes or other similar means.

Lease space. An area of a building separated internally and intended for use by an individual tenant.

Logo. Any registered or recognized symbol, letter, or combination of symbols and letters used by an organization, individual, company, or product for advertising to identify that organization, individual, company, or product.

Masonry materials. Masonry materials include brick, stucco, cement, concrete tilt wall, stone, or other masonry or materials of equal characteristics.

Obsolete. Any sign which:

- (1) For at least 30 days, does not identify or advertise a bona fide business, service, owner, product or activity on the premises on which the sign is located; or**
- (2) If the premises is leased, relates to a tenant and at least 30 days have elapsed since the date the most recent tenant ceased to operate on the premises; or**
- (3) No legal owner can be found and relates to a use or purpose that is no longer in existence.**

Off-Premise Advertising. The offer or display for sale of any goods, wares, merchandise or services on private property separate and apart from the main building or at a location where there is no preexisting principal use. The goods, wares, merchandise or services offered for sale as outdoor sales or services are normally not offered for sale in the main building on the lot or in association with the principal use.

Pad site. A tract, lot, or land lease intended for the single use of a freestanding building typically adjacent to street R.O.W. and may also be a portion of a tractor lot.

Public property. Any property which is owned by a governmental entity. It shall also include property for which the primary use is for the operations of a governmental entity.

Residentially zoned property. Any platted lot within the R-LD, R-1 or R-2 zoning districts.

Right-of-way (R.O.W). A strip of land, other than a drainage or utility easement, occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special purpose.

Setback. The distance from the closest portion, whether the support or edge of the sign, to the property line.

Sidewalk. A pedestrian walkway that is grade-separated from the adjacent street or drive when located adjacent to a street or drive.

Sight triangle. A triangle at an intersection, formed by the two roads or rights-of-way and a third line, which must be kept clear of obstructions such as hedges so that people in one road can see cars approaching on the other.

Sign. An outdoor structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other thing that is designed, intended, or used to advertise or inform.

Every sign, name, number, identification, description, announcement, declaration, demonstration, device, display, flag, banner, pennant, illustration, logo, balloon, streamer, valance, advertising display, poster, beacon, light or insignia, and structure supporting any of the same, affixed directly or indirectly to or upon any building or outdoor structure, or erected or maintained upon a piece of land, which directs attention to any object, project, service, place, activity, person, institution, organization, or business.

Sign area. A two-dimensional area on a building or other permitted sign structure, that is free of architectural details and is the area that encompasses the proposed sign in its entirety.



Sign area, aggregate. The sum total of all the window and interior sign area on the aggregate window area available per tenant.

Sign, attached. Any sign attached to, applied on, or supported by any part of a building (including canopy fascia, walls and awnings) which encloses or covers usable space.

Sign, attached business. A permanent attached on-site sign that is used to identify a business, profession, organization, institution, service, activity or other nonresidential use conducted, sold or offered on the site where such sign is located. This sign may also identify the name of the site or development or may identify the occupants within the site or development. A primary business sign is attached to a façade facing a street or vehicular driveway access.

Sign, banner. A temporary on-site sign made of cloth, flexible plastic, canvas or like material.

Sign, barber pole. An attached sign mounted on the face of the building that is cylindrical in shape with striped face, lit internally and rotates during business hours.

Sign base. See sign, monument.

Sign, blade. An attached sign oriented perpendicular to the face of the building which projects more than 12 inches beyond the surface of the building to which it is affixed or supported.

Sign, advisory board. The planning and zoning commission serves as the advisory board, the board's primary responsibility is to make recommendations to the city council on master sign plans and sign ordinance amendments.

Sign, boxed cabinet. An attached sign that is mounted on the face of a building provides for internal illumination and changing of the message of the sign by replacing a single transparent or translucent material such as a Plexiglas/lexan face. Also referred to as a "pill box" or a "capsule" sign.

207 **Sign, bulletin board.** A permanent ground sign or monument sign within a residential
208 subdivision for displaying news and information for subdivision residents.

209 **Sign, business monument.** A permanent on-site monument sign that is used to identify a
210 business, profession, organization, institution, service, activity or other nonresidential use
211 conducted, sold or offered on the site where such sign is located. This sign may also identify
212 the name of the site or development or may identify the occupants within the site or
213 development.

214 **Sign, café umbrella.** A sign painted on or otherwise affixed to an umbrella at an
215 establishment with outdoor seating.

216 **Sign, channel letter.** A fabricated three-dimensional metal or plastic letter which includes
217 a light source and a plastic face. Channel letters are mounted to a wall.

218 **Sign, existing commercial building for lease or sale ground.** A temporary ground sign
219 pertaining to the sale or lease of the building on the lot or tract of land on which the sign is
220 located, or to the sale or lease of one or more structures, or a portion thereof located thereon.

221 **Sign, corporate flag.** A sign made of cloth or similar material, attached to a pole used to
222 identify a place of business or organization. This definition does not include the flag of any
223 country, state, city, county or governmental entity.

224 **Sign, nonresidential development/construction.** A temporary on-site ground sign
225 identifying the developing new nonresidential tracts or lots and which can also contain the
226 names of the architects, engineers, contractors and similar artisans in the design or
227 construction of the structure or project. This sign pertains to a new nonresidential
228 development that has been approved by the city and is under construction.

229 **Sign, residential development/construction.** A temporary on-site ground sign identifying
230 the developing new residential tracts or lots and which can also contain the names of the
231 builders and similar artisans in the design or construction of the project. This sign pertains to
232 a new residential development of four or more lots that have been approved by the city and is
233 under construction.

234 **Sign, directional.** A permanent on-site attached sign intended to aid in vehicular
235 movement on the site.

236 **Sign, directory.** A permanent on-site attached or monument sign providing direction to or
237 identifying the buildings in the development.

238 **Sign, drive through.** A permanent on-site attached or monument sign located immediately
239 adjacent to, within, or over a drive through lane that is associated with sales conducted from
240 an automobile.

241 **Sign, drive through—Non-food service.** A drive through sign associated with sales from
242 an automobile that are not related to food service sales.

243 **Sign, estate sale.** A temporary ground sign intended to advertise an estate sale,
244 conducted primarily indoors, on residential property.

245 **Sign, existing building for sale/leasing.** An on-site sign intended to advertise a building or
246 buildings for sale or lease after the building(s) have been occupied for a year or more.

247 **Sign, exposed string lights.** Exposed visible light bulbs on an electrical cord typically
248 hung on a patio area for decorative purposes.

249 **Sign face.** The surface of one side of a sign.

250 **Sign, flat panel.** An attached non-internally illuminated sign that contains routed or
251 embossed text and/or logo affixed on a single metal plate less than two inches in thickness.

252 **Sign, freestanding.** A sign made of permanent materials supported by one or more
253 columns, poles, uprights, or braces anchored in the ground and not attached to any building.

Sign, freestanding suspended sign. A sign mounted above grade adjacent to a business, affixed to a beam or overhang.



Sign, garage/yard sale. A temporary ground or banner sign intended to advertise garage sales or yard sales.

Sign, gasoline pricing. Permanent on-site monuments sign which displays the price per gallon of fuel sold by that business, and which may be periodically changed to reflect changes in fuel prices.

Sign, government. A sign erected by or on behalf of a federal, state or local government or an agency thereof.

Sign, grand opening banner. A banner to advertise grand opening celebrations for individual businesses.

Sign, ground. Any sign connected to the ground by legs, poles, or other supports and which is not an attached, portable, monument, or vehicular sign.

Sign, holiday. Any sign that is associated with the celebration of a recognized holiday or celebration.

Sign, home occupation. An attached on-site sign at the entrance of a home occupation.

Sign, land. A temporary on-site ground sign on vacant land intended to advertise land for sale including un-platted tracts of land.

Sign, light pole banner. A banner sign attached to a light pole along a public street or within a public park.

Sign, menu-board. A drive through sign associated with menu and pricing for food services and may include an audible speaker and microphone integral to the sign.

Sign, model home. A temporary on-site real estate sign identifying a homebuilder's model home open for inspection.

Sign, monument. Any sign which is connected to the ground and which has no clear space for the full width of the sign between the bottom of the sign and the surface of the ground. A monument sign includes a sign face and sign structure, and may also include a sign base and sign cap as described below:

(1) Sign base. The above-ground foundation of the sign, which includes the exposed concrete footing for the sign.

(2) Sign face. The surface of the sign in which the sign message is located.

(3) Sign structure. The structure surrounding the sign face.

(3) Sign cap. A part of the sign structure located above the sign face that is constructed of a different masonry material and/or extends horizontally from the rest of the sign structure.

Sign, new construction for sale/leasing. A temporary on-site sign intended to advertise a newly constructed existing building or buildings for sale or lease.

Sign, off-premise. A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located.

Sign, on-premise. A freestanding sign identifying or advertising a business, person, or activity, and installed and maintained on the same premises as the business, person, or activity.

Sign panel. Any separate, single panel or piece of material containing a word or symbol legend or individual message that is affixed to the face of a sign. Each sign panel shall be uniform in size.

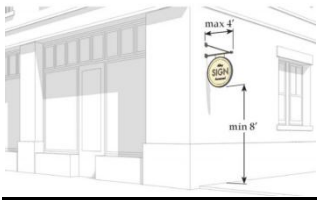
Sign, panel replacement. The replacement of a panel on an existing sign that does not alter the sign.

Sign permit. The official authorization by the city to alter, erect, or display any sign not exempted by this article.

Sign, political. A type of off-site sign which refers only to the candidates or issues involved in a political election. This type of sign is subject to the regulations contained in Texas Local Government Code 216.903.

Sign, portable. Any sign which is not attached or affixed to the ground, a building, vehicle, or other fixed structure or object. Portable signs include those signs installed on wheels, trailers, skids, and similar mobile structures.

Sign, projecting. A sign mounted perpendicular to an exterior wall of a business.



Sign, reader-board. A sign that utilizes alternating electronic data control components or a sign comprised of non-permanent letters, numerals or symbols, which allows a change of sign copy by adding, removing or rearranging said letters, symbols or numerals.

Sign, residential builder. A temporary on-site sign identifying the builder or general contractor of a residential construction site.

Sign, residential real estate. A temporary on-site sign identifying existing residential buildings and/or lots for sale or lease on all residentially zoned and platted lots.

Sign, restricted parking. A temporary or permanent sign in a parking lot that restricts parking for any reason.

Sign, reverse channel. A sign that has opaque channel letter faces and sides with illumination inside the letter cavity that shines out the back of the letter. These back lit letters are mounted away from the wall so a halo forms behind them. A clear polycarbonate back prevents animals from nesting inside the letter. These types of signs are also called "halo lit" or "backlit" letters.

Sign, roof. Any sign that is:

(1) Erected on a vertical framework supported by and located immediately and entirely over the roof of a building; or

(2) Attached to a fascia extending above or below the projection of the fascia; or

(3) Painted or otherwise affixed on a roof; or

(4) Displayed above the eave line of a sloped roof or parapet of a flat roof.



Sign, sandwich board. A portable sign consisting of two panels of equal size, which are hinged at the top and placed on the ground or pavement so as to be self-supporting.

Sign, service entrance door. Signs attached to an entrance door are allowed for building identification with lettering not to exceed four inches in height and no greater than two square feet. The sign may include the telephone number, business name and suite number.

Sign, special purpose. A temporary sign that is either on-site or off-site that provides identification or information pertaining to a special event or occurrence sponsored by a nonprofit or civic organization.

Sign, spectacular. A sign with flashing, rotating or blinking lights, any sign which mimics a traffic control device or in any way interferes with the safe operation of a motor vehicle. Also, any electronic reader board whose message changes faster than once every eight seconds shall be considered a spectacular sign.

Sign structure. See sign, monument.

Sign, subdivision entry. Any permanent on-site sign identifying a residential subdivision.



Sign, subdivision marketing/open house. A temporary sign used to market or advertise residential subdivisions/open houses within the city and to direct interested persons to the subdivision/open house location.

Sign, temporary. Any sign constructed of cloth, canvas, light fabric, cardboard, wallboard, or other like materials, with or without frames, and any type sign not permanently attached to the ground, wall, or building, intended to be displayed for a short period of time only.

Sign, upper story. An attached sign located on a multistory building that is either displayed above the ceiling level of the first story and/or displayed 20 feet or more above grade of the closest roadway surface.

Sign, vehicular. Any sign which is attached to or supported by a vehicle, trailer, other sign apparatus, or is located within a vehicle and is visible.



Sign, wall. A sign attached to the wall or face of a building, or constructed as part of such wall or face, to identify a business or product sold or services within the building.

Sign walker/spinner (human directional sign). A person, on the public R.O.W. that is holding, twirling, or wearing a sign, wearing lights, or wearing a costume to advertise/draw attention to a business, project, place, or event.

Sign, wayfinding. A government sign that provides direction to locations and facilities.

Sign, window. Any sign affixed to any internal and/or external surface of a window or is located less than ten feet from the window of any establishment. In addition, any sign displayed in window area that is used to describe in-store sales, promotions, etc.



Sign, window display. Any display of goods, merchandise, products or lifestyle images as in a window designed to attract customers.

Sign, wind-driven. Any sign, pennant, flag (other than official flags), ribbons, spinners, streamers or captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind and drawing attention to a business, product, service or activity whether it contains a message or not.

Site. A lot, tract or building pad.

Temporary structure. A structure without any foundation or footings.

Window area, aggregate. The sum total of all the window area on a façade per tenant.



Sec. 6.03. - Applicability.

With the exception of the exemptions set forth in subsection (3) of this section, no sign shall be erected, altered, or displayed within the city without a duly approved sign permit.

(1) Nonconforming existing signs. All signs that are lawfully in existence on the date of adoption of this article may exist in their present form, but no such signs shall be altered or moved unless a permit is issued pursuant to the provisions of this article. Permits granted prior to the passage of this article shall be renewed only if the applicant complies with all provisions of this article.

Any legal, nonconforming sign which has been substantially destroyed or dismantled for any purpose other than maintenance shall be deemed as completely destroyed if the cost of repairing the sign is more than 60 percent of the cost of erecting a new sign of the same type at the same location. Under this provision, the sign shall be removed and a permit shall be required to erect a new sign.

(2) Prohibited signs. All of the following signs are prohibited.

- 397 a. Signs attached to light fixtures, poles, curbs, sidewalks, gutters, streets, utility
398 poles, public buildings, fences, railings, public telephone poles, or trees,
399 excluding political signs on private property as provided by applicable statute.
- 400 b. Signs which prevent free ingress to or egress from any door, window, or fire
401 escape.
- 402 c. Signs erected or displayed in such a manner as to obstruct free and clear vision
403 at any location, street, intersection, or driveway. All signs placed at any
404 intersection shall prevent such problem by observing a sight triangle as
405 provided for in section 6.02., Definitions.
- 406 d. Any sign which interferes with vehicular or pedestrian traffic as a result of the
407 position, size, shape, movement, color, fashion, manner, or intensity of
408 illumination or any other characteristics causing such interference. No person
409 shall erect or allow to be displayed any sign in such a manner as to interfere
410 with, obstruct the view of, or be confused with any authorized traffic sign, signal,
411 or device, including, without limitation, signs making use of the words "stop,"
412 "go," "look," "slow," "danger," or any other similar word, phrase, symbol or
413 character, or employ any red, yellow, green, or other colored lamp or light in
414 such a manner as to cause confusion or otherwise interfere with vehicular or
415 pedestrian traffic.
- 416 e. Signs erected or displayed on or over public right-of-way (R.O.W) or other public
417 property, excluding approved way-finding signs and signs erected by the city,
418 county, state or other authorized governmental agency, or with the permission
419 of the city, for public purposes.
- 420 f. Signs directly painted on buildings, except for signs less than a five-square-foot
421 area used for building identification.
- 422 g. Obscene signs in which the dominant theme of material taken as a whole
423 appeals to a prurient interest in sex, or is patently offensive because it affronts
424 community standards relating to the description or representation of sexual
425 matters, and is utterly without redeeming social value.
- 426 h. Portable signs
- 427 i. Signs illuminated to such intensity or in such a manner as to cause a glare or
428 brightness to a degree that it constitutes a hazard or nuisance to traffic.
- 429 j. Exposed LED lights or other similar lighting installed on or around the framing
430 of windows.
- 431 k. Signs that move or flash or have moving or flashing components; signs that are
432 intermittently lighted or have changing colors; signs that revolve; or any other
433 similarly constructed signs.
- 434 l. Illuminated signs erected or displayed within 150 feet of a single-family
435 residentially zoned property unless the lighting is shielded from view of the
436 residentially zoned property.
- 437 n. Any sign attached to a trailer, skid, or similar mobile structure, or vehicle sign
438 where the primary use of such structure is to provide a base for such sign or to
439 constitute the sign itself. This provision shall not be interpreted to prohibit
440 identification signs on vehicles used for normal business purposes, nor shall it
441 be interpreted to prohibit bumper stickers. Vehicles with signage are in violation
442 of this article if the vehicle is parked in a manner for an extended period or off-
443 site from the business location such as overnight in a manner where it is visible
444 from the street.
- 445 o. Sign walkers/spinners.

- p. Structural, non-structural additions or attachments to monument signs, excluding structural modifications for which a valid permit has been issued.
- q. Any lighting projected onto a building, excluding customary exterior building and site illumination and permitted sign illumination.
- r. Upper story signs, unless approved as part of a master sign plan or variance.
- s. Sign attached to a vehicle advertising the sale of the vehicle in the R.O.W. or where the vehicle is parked in such a way that the sign attracts the attention of or informs persons using the public right-of-way.
- t. Graffiti is specifically prohibited within the city. The owner of property on which graffiti is located shall remove all graffiti with 72 hours of notice.
- u. No new off-premises signs shall be erected or re-erected within the city limits except as provided for in this article or except as installed by the City of Seabrook. This provision does not prohibit the ordinary maintenance of such previously erected signs, but such signs shall not be improved. If a sign is 60 percent or more destroyed, as determined by the code enforcement officer, it shall be removed by the owner and not re-erected.
- v. Spectacular signs are prohibited.
- w. Signs advertising services or commercial operations are prohibited within residential zoning districts. Exception: On-premises signage advertising services or commercial operations for a church and/or a public school.
- y. Inflatable signs.
- z. Roof mounted signs

(3) Exemptions. The following signs are exempt from the requirements of this article:

- a. Warning and security signs, including signs placed by a public utility for the safety, welfare, or convenience of the public, including, but not limited to signs identifying high voltage, public telephone, or underground cables.
- b. Government signs including flags, insignia, legal notices, informational, directional, and traffic signs which are legally required or necessary to the essential functions of government agencies.
- c. "No Dumping" and "No Trespassing" signs, less than two square feet in area per sign face.
- d. Signs in public parks placed inside ball field fencing by the city, which are intended for advertising to raise funds for recreation programs which have copy on only one face with the copy facing toward the interior of the field.
- e. Signs attached to a donation bin.
- f. Signs approved as associated with a city manager approved special event permit.
- g. Non-illuminated names of buildings, dates of erection, monument statues, commemorative tablets and the like when carved into stone, concrete, metal, or any other permanent type of construction and made an integral part of an allowed structure or made flush to the ground. Monumental commemorative sculpture and/or graphic art in any medium and including images depicting real or allegorical persons, non-commercial themes or symbols, historical scenes and events or idealized scenes, and inscribed dedications or quotations, permanently attached to and incorporated into the overall design of all or part of one or more facades.

- 492 h. Any traffic sign, public notice or warning required by a valid and applicable
 493 federal, state, or local law, regulation, or ordinance.
- 494 i. Traffic control signs on private property, such as stop, yield, and similar signs,
 495 and which contain no commercial message.
- 496 j. Address signs
- 497 k. Retail store window displays of merchandise, freestanding three-dimensional
 498 promotional items (with or without proprietary words or symbols solely
 499 describing the merchandise and/or merchandise that is sold in the store), and/or
 500 display fixtures not affixed to windowpanes.
- 501 l. Holiday season decorations, school, religious organizations and college periodic
 502 event signs with no commercial message.
- 503 m. Restricted parking signs required or authorized by city ordinance or by law,
 504 including but not limited to handicap parking signs.
- 505 n. Outdoor exposed string lights (patio lights) are permitted in commercial outdoor
 506 dining/patio areas.
- 507 (4) Limited exemptions. The following signs are exempt from the requirement for a
 508 sign permit as long as they meet the corresponding standards, as listed in
 509 Tables 1 and 2.

510 **Table 1: Summary of Sign Regulations for Signs Exempt from the Requirement of a**
 511 **Sign Permit**

- 512 1. The angle for V-shaped ground signs shall not exceed 90 degrees.
- 513 2. Temporary ground signs may be displayed at or behind the property line. Temporary
 514 ground signs may not be displayed on public R.O.W., including medians.
- 515 3. For temporary ground signs, sign height is measured as the vertical distance
 516 between the grade of the closest roadway surface and the top of the sign.
- 517 4. Signs exceeding 32 square feet in area shall be accompanied by a signed and sealed
 518 drawing prepared by an engineer licensed to practice in the state of Texas attesting
 519 to the fact that the structure will meet the wind loading requirements of the City of
 520 Seabrook.

<u>Type of Sign</u>	<u>Temporary /Permanent</u>	<u>Sign Structure Permitted/Type</u>	<u>Maximum Height</u>	<u>Maximum Area</u>	<u>Number of Signs</u>	<u>Duration/Time Limitation</u>	<u>Other Standards</u>
<u>Model home / residential sales trailer</u>	<u>Temporary</u>	<u>Ground - Monument</u>	<u>5 ft</u>	<u>64 sf for a two sided sign; 32 sf per sign face</u>	<u>1 per site</u>	<u>Must be removed upon sale of the house</u>	<u>N/A</u>

<u>Subdivision marketing/open house</u>	<u>Temporary</u>	<u>Ground</u>	<u>3 ft</u>	<u>8 sf; 4 sf per sign face</u>	<u>1 on-site. Not to exceed 4 off-site</u>	<u>Signs may be displayed between noon on Friday to 7:30 a.m. Monday</u>	<u>All signs must display the telephone number of the real estate broker, sales agent, homeowner, or builder and shall be located on private property</u>
<u>Residential builder</u>	<u>Temporary</u>	<u>Ground</u>	<u>3 ft</u>	<u>8 sf; 4 sf per sign face</u>	<u>1 per site</u>	<u>Installed after issuance of building permit; must be removed upon issuance of CO</u>	<u>N/A</u>
<u>Single-family real estate "R-1/R-2 Zoning Districts"</u>	<u>Temporary</u>	<u>Ground</u>	<u>3 ft</u>	<u>6 sf; 3 sf per sign face</u>	<u>1 per site</u>	<u>Must be removed upon sale/lease of the property</u>	<u>N/A</u>
<u>Temporary on-premises real estate - Other than those established in R-1 and R-2 Zoning Districts "Tracts up to 1 acre"</u>	<u>Temporary</u>	<u>Ground</u>	<u>8 ft as measured from the finished grade of the street in front of the sign</u>	<u>64 sf; 32 sf per sign face</u>	<u>1 per street frontage</u>	<u>Must be removed within 30 days of the completion of construction or sale of property</u>	<u>May be located anywhere on property for sale and/or under construction provided they are set back a minimum of 25 ft from another freestanding sign and 10 ft from the side property line.</u>
<u>Temporary on-premises real estate - Other than those established in R-1 and R-2 Zoning Districts "Tracts greater than 1 acre and up to 5 acres"</u>	<u>Temporary</u>	<u>Ground</u>	<u>10 ft as measured from the finished grade of the street in front of the sign</u>	<u>64 sf; 32 sf per sign face</u>	<u>2 per street frontage</u>	<u>Must be removed within 30 days of the completion of construction or sale of property</u>	<u>May be located anywhere on property for sale and/or under construction provided they are set back a minimum of 25 ft from</u>

							<u>another freestanding sign and 10 ft from the side property line.</u>
<u>Temporary on-premises real estate - Other than those established in R-1 and R-2 Zoning Districts "Tracts greater than 5 acres"</u>	<u>Temporary</u>	<u>Ground</u>	<u>10 ft as measured from the finished grade of the street in front of the sign</u>	<u>128 sf; 64 sf per sign face</u>	<u>3 per street frontage</u>	<u>Must be removed within 30 days of the completion of construction or sale of property</u>	<u>May be located anywhere on property for sale and/or under construction provided they are set back a minimum of 25 ft from another freestanding sign and 10 ft from the side property line.</u>
<u>Political</u>	<u>Temporary</u>	<u>No limitation</u>	<u>8 ft</u>	<u>72 sf; 36 sf per sign face</u>	<u>No limit</u>	<u>Signs associated with an election must be removed within 10 days after the election</u>	<u>Signs shall not be displayed on city property or on public or TXDOT R.O.W</u>
<u>Replace sign panel</u>	<u>Temporary/Permanent</u>	<u>Ground</u>	<u>Monument, ground, or attached</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>No permit is required as long as the sign is not altered (see definition of "alter")</u>
<u>Vehicular</u>	<u>Temporary/Permanent</u>	<u>Vehicular</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>Vehicles, trailers, and other sign apparatus parked overnight shall not be located in front of the building or lease space and, when possible, shall be located to the rear or side of the building not facing a public street. Vehicles may be parked in front of the lease space during active business hours for loading and unloading only for no more than 4 hours. All vehicles must bear current license plates, registration and be operational</u>	

<u>Café umbrella</u>	<u>Temporary</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>Letter/logo height is limited to 8 in. Signage may only be displayed on the flap of the umbrella</u>
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Table 2: Standards for Window Signs

Window signs that meet the following standards shall be exempt from permit requirements. Window signs that do not meet the following standards shall be prohibited unless approved as part of a master sign plan.

<u>Number of Signs per Window*</u>	<u>Maximum Aggregate Area** for All Signage</u>	<u>Comments</u>
<u>4</u>	<u>20% of the window area</u>	<u>The following shall be exempt from this limitation:</u> <u>Addresses, non-illuminated closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs.</u> <u>Mannequins and storefront displays of merchandise sold (any signs describing in-store promotions, sales, etc. shall be considered to be window signs and not part of the display and must meet the window sign requirements of this article).</u> <u>Interior directory signage identifying shopping aisles and merchandise display areas.</u>

* Aggregate sign area is defined as a sum total of all the window and interior sign area on the aggregate window area available per tenant.

** An individual window is defined as an area of fenestration that is totally bounded by the principal

The following standards shall apply to illuminated open signs:

<u>Number of Illuminated Open Signs</u>	<u>Maximum Sign Face Area</u>	<u>Additional Regulations</u>
<u>1 per street frontage</u>	<u>4 sf</u>	<u>Sign(s) shall only read "OPEN".</u> <u>Sign(s) shall only be located in the window of the business.</u> <u>Sign(s) shall be placed no higher than 7 feet above the finished floor.</u> <u>Sign(s) shall not blink, flash, oscillate or intermittently turn on and off.</u>

Table 2.1: Standards for Service Entrance Door Signs

Signs attached to a service entrance door for building identification:

<u>Number of Signs</u>	<u>Maximum Sign Face Area</u>	<u>Additional Regulations</u>
<u>1 per service door</u>	<u>2 sf</u>	• <u>Lettering not to exceed 4" in height</u> • <u>Limited to 2 square feet in area</u> • <u>Sign limited the telephone number, business name and suite number and logos.</u>

Sec. 6.04. - Permitted temporary signs and specific sign regulations.

(a) Temporary signs requiring a permit.

(1) Signs exceeding 32 square feet in area shall be accompanied by a signed and sealed drawing prepared by an engineer licensed to practice in the state of Texas attesting to the fact that the structure will meet the wind loading requirements of the City of Seabrook.

(2) The sign regulations for temporary signs requiring a permit are outlined in Table 3.

Table 3: Regulations for Temporary Signs Requiring a Permit

<u>Sign Type</u>	<u>Permitted Sign Structure</u>	<u>Max. Sign Height</u>	<u>Maximum Sign Face Area</u>	<u>Number of Signs</u>	<u>Location/ Minimum Setback</u>	<u>Duration</u>	<u>Additional Regulations</u>
<u>Banner</u>	<u>Attached</u>	<u>NA</u>	<u>0.5 sf for every 1 foot of width of building or lease space, but not limited to less than 20 sf and not to exceed 60 sf</u>	<u>1 per lease space</u>	<u>Attached to the building and shall not project above the roofline or parapet of the building.</u>	<u>15 days, four per calendar year with a 30 day separation between permits.</u>	<u>The width of the sign shall not exceed the storefront width.</u>

<u>Grand Opening Signage</u>		<u>NA</u>	<u>Grand Opening Banner, 0.5 sf for every 1 foot of width of building or lease space, but not limited to less than 20 sf and not to exceed 60 sf</u> <u>Wind-driven signs, flags ribbons, streamers, shall be considered grand opening signs.</u>		<u>Attached to the building and shall not project above the roofline or parapet of the building.</u>	<u>15 days. May be displayed one time within 1 year of issuance of CO.</u>	<u>Inflatable and spectacular signage is prohibited.</u>
<u>Light pole banners</u>	<u>Attached</u>	<u>NA</u>	<u>10 sf per sign face</u>	<u>1 per light pole</u>	<u>NA</u>		
<u>Sandwich board signs</u>	<u>NA</u>	<u>4 feet</u>	<u>18 sf; 9 sf per sign face</u>	<u>1 per lease space</u>	<u>Permitted only on sidewalks along Main Street within the (OS) Zoning District.</u>	<u>Sign shall be removed every day after the business is closed.</u>	<u>Sign may not exceed 3 feet in width.</u> <u>A minimum of 4 feet of sidewalk shall remain clear.</u> <u>Chalkboards may be used for daily changing of messages.</u>
<u>Garage/yard/estate sale</u>	<u>Temporary</u>	<u>Ground</u>	<u>3 ft</u>	<u>6 sf; 3 sf per sign face</u>	<u>4 per sale, not more than 3 off-site</u>	<u>Noon on Thursday to noon on Monday or any legal holiday. Not to exceed 5</u>	<u>Signs shall not be displayed on city property or on public or TXDOT R.O.W</u>

						<u>per year.</u>	
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Sec. 6.05. - Permanent signs requiring a permit.

(a) Signs exceeding 32 square feet in area shall be accompanied by a signed and sealed drawing prepared by an engineer licensed to practice in the state of Texas attesting to the fact that the structure will meet the wind loading requirements of the City of Seabrook.

(b) Sign regulations. The sign regulations for permanent signs requiring a permit are outlined in Tables 4 (Wall Mounted Signs), and 5 (Freestanding Signs).

(c) Signs with changeable electronic copy shall not change more than once every 10 seconds and shall not flash, rotate, blink, or mimic traffic control device or in any way interfere with the safe operation of a motor vehicle. Additionally, each text change shall be instantaneous. During daylight hours between sunrise and sunset, luminance shall be no greater than five thousand nits (candela per square meter). At all other times, luminance shall be no greater than two hundred fifty nits (candela per square meter). Each sign shall have a light sensing device that will automatically adjust the brightness of the display as the natural ambient light conditions change, to comply with the limits set herein.

Table 4: Attached/Wall Mounted Signage

<u>Street Typology</u>	<u>Maximum Sign Face Area *</u>
<u>State Highway 146</u>	<u>The total area of wall mounted signs on any one structure shall not exceed 4 square feet for every linear foot of the front or main facade, not to exceed a total area of 400 square feet.</u>
<u>Nasa Parkway</u>	<u>The total area of wall mounted signs on any one structure shall not exceed 4 square feet for every linear foot of the front or main facade, not to exceed a total area of 400 square feet.</u>
<u>Main Street</u>	<u>The total area of wall mounted signs on any one structure shall not exceed 2 square feet for every linear foot of the front or main facade, not to exceed a total area of 200 square feet.</u>
<u>Point Overlay District</u>	<u>The total area of wall mounted signs on any one structure shall not exceed 3 square feet for every linear foot of the front or main facade, not to exceed a total area of 300 square feet.</u>
<u>Seabrook Town Center Commercial Overlay District</u>	<u>See Article 4. Special Use Regulations, Section 4.16 The Seabrook Town Center Commercial Overlay District Regulations, Subsection 4.16.15 Signage.</u>
<u>All other streets where</u>	<u>The total area of wall mounted signs on any one structure shall not</u>

signage is permitted

exceed 2 square feet for every linear foot of the front or main facade,
not to exceed a total area of 200 square feet.

* Attached/wall mounted signage shall not project above the roof or a parapet.

Measuring width of a single plane façade and lease space



Table 5: Free Standing Signs

- (1) The sign base and sign structure for a monument sign shall be brick, stone, or masonry material matching the front façade of the building. The sign face shall be framed by a minimum of six inches of brick, stone, or masonry material matching the front façade of the building.
- (2) Signs with changeable electronic copy shall not change more than once every 10 seconds and shall not flash, rotate, blink, or mimic traffic control device or in any way interfere with the safe operation of a motor vehicle. Additionally, each text shall change be instantaneous. During daylight hours between sunrise and sunset, luminance shall be no greater that five thousand nits (candela per square meter). At all other times, luminance shall be no greater than two hundred fifty nits (candela per square meter). Each sign shall have a light sensing device that will automatically adjust the brightness of the display as the natural ambient light conditions change, to comply with the limits set herein.
- (3) Maximum total height is measured from the finished grade at the center of the sign. If the finished grade at the center of the sign is higher than the finished grade of the closest paved surface, then the height shall be measured from the finished grade of the closest paved surface.
- (4) The monument base shall be a maximum of two feet in height and shall be included in the calculation of total height.
- (5) Illuminated, internal, backlit or externally lit address numbers are required on business monument signs and shall be located within the top 20 percent of the sign structure. Address numbers must be a minimum of eight inches in height along State Highway 146 and Nasa Parkway and a minimum of six inches in height on all other streets.

(6) For multi-tenant developments, the development name, if included as an integral part of the monument structure (i.e., not a separate panel), will not count toward the maximum sign face area as long as the area of the development name does not exceed 20 percent of the allowable maximum sign face area.

(7) For signs with multiple sign panels, the background color for all sign panels on the sign shall be consistent.

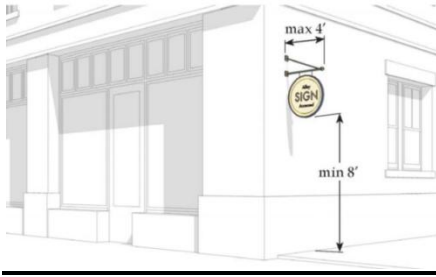
(8) No sign or portion thereof shall be permitted within the clear sight triangle at any intersection of streets or an intersection of a driveway with a street. A clear sight triangle of seventy-five feet shall be measured along the center lines from the point of intersection. No sign, other than an official government exempt sign, shall be erected or maintained within the legal right of way of any street.

<u>Street Typology</u>	<u>Sign Type</u>	<u>Number of Signs</u>	<u>Maximum/Minimum Total Height (feet)</u>	<u>Maximum Height of Sign Face</u>	<u>Maximum Width</u>	<u>Maximum Sign Face Area (square feet)</u>	<u>Minimum Required Setbacks</u>
<u>State Highway 146.</u>	<u>Monument.</u>	<u>1 per every 500 feet of frontage</u> :	<u>12 feet maximum.</u>	<u>10 feet.</u>	<u>24 feet.</u>	<u>160 sf (total) and 80 sf per sign face.</u>	<u>All parts of the sign shall be setback a minimum of 5 feet from all property lines.</u>
<u>Nasa Parkway.</u>	<u>Monument.</u>	<u>1 per every 500 feet of frontage</u> :	<u>8 feet maximum.</u>	<u>6 feet.</u>	<u>16 feet.</u>	<u>120 sf (total) and 60 sf per sign face</u>	<u>All parts of the sign shall be setback a minimum of 5 feet from all property lines.</u>
<u>Main Street.</u>	<u>Attached projecting Sign.</u>	<u>One per street frontage</u> :	<u>Minimum height 8 feet above finished grade.</u>	<u>15 feet.</u>	<u>4 feet.</u>	<u>32 sf (total) and 16 sf per sign face.</u>	<u>N/A.</u>

<u>Point Overlay District.</u>	<u>Freestanding Suspended Sign.</u>	<u>One per street frontage</u> :	<u>Maximum height 14 feet above finished grade.</u>	<u>8 feet.</u>	<u>4 feet.</u>	<u>32 sf (total) and 16 sf per sign face.</u>	<u>All parts of the sign shall be setback a minimum of 5 feet from all property lines.</u>
<u>Seabrook Town Center Commercial Overlay District.</u>	<u>See Article 4. Special Use Regulations, Section 4.16 The Seabrook Town Center Commercial Overlay District Regulations, Subsection 4.16.15 Signage.</u>						
<u>All other streets where signage is permitted.</u>	<u>Monument.</u>	<u>1 per street frontage</u> :	<u>6 feet 6 inches maximum.</u>	<u>4 feet.</u>	<u>13 feet.</u>	<u>100 sf (total) and 50 sf per sign face.</u>	<u>All parts of the sign shall be setback a minimum of 5 feet from all property lines.</u>



Elements of a Monument Sign



Projecting Sign



Freestanding Suspended Sign

Sec. 6.06. - Master sign plans.

(a) Purpose. The purpose of a master sign plan is to allow an applicant, subject to approval of the city council, the option of designating an area that will define unique characteristics in all sign elements including type, design, and location based upon specific performance criteria. The goal of a master sign plan is to:

- (1) Promote consistency among signs within a development thus creating visual harmony between signs, buildings, and other components of the property;**
- (2) Enhance the compatibility of signs with the architectural and site design features within a development; and**
- (3) Encourage signage that is in character with planned and existing uses thus creating a unique sense of place.**
- (4) Encourage multi-tenant commercial uses to develop a unique set of sign regulations in conjunction with development standards.**

(b) Application process.

- (1) The applicant shall develop a master sign plan for all sign elements in the development based on the sign design guidelines established in subsection (d) of this section.**
- (2) The administrative official shall forward the applicant's master sign plan to the planning and zoning commission for review and recommendation. A master sign plan application will be considered by the city council following a recommendation by the Planning and Zoning Commission. The city council shall make the final determination on the master sign plan.**
- (3) After approval of a master sign plan for a particular development, all signs in that development shall meet the standards approved in that specific master sign plan.**

(c) Application requirements. A master sign plan application shall be a written and/or illustrated document to depict the proposed signs which shall include:

(1) Proposed sign palette which may include:

a. Attached building signs.

b. Upper story signs.

c. Monument signs.

d. Window signs.

e. Directional signs/wayfinding.

f. Directory signs.

g. Pedestrian oriented signs.

h. Other.

(2) Location of all proposed signs included in the sign palette.

(3) Size and number of all proposed signs including maximum area, letter height, number, height, etc.

(4) Materials proposed for all signs and sign structures.

(5) Color and style palette for all signs (letter colors, background colors, text fonts, etc.) including context of where signs are to be placed on any given façade.

(6) Type of illumination proposed (external, internal, etc.)

(7) Landscaping and/or ornamental structures including fences, fountains, public art, ground cover, and other landscaping elements that are intended to complement the proposed sign palette and design.

(8) Any other information as required by the decision making bodies.

(d) Design guidelines—Master sign plans. Commercial signage is an integral part of the urban design fabric of Seabrook. It is absolutely necessary and shall be deemed as a tool that helps promote the health, safety and welfare of the general public by providing guidance to both the vehicular driver and pedestrian. Due to its visual prominence and effect on the overall design character of our city, signage as part of master sign plans must be considered on the broader scale of community rather than on an individual site basis. Signage is an integral part of the visual urban streetscape and shall not be designed to visually compete with its surroundings, but rather serve to build on the quality of the traveler's and pedestrian's experience.

Design Goals:

(1) To develop organized hierarchies of signage design types that help identify the location and size standards for individual signs without infringing on the capability of creative design.

(2) To establish design criteria that promote the overall visual quality of the streetscape environment for the general public while providing reasonable and improved standards for identification of individual properties.

(3) To improve the overall visual cohesive appearance of the site through signage guidelines, with strong consideration that the visual streetscape.

(4) To promote a "sense of place" for the City of Seabrook while promoting creative design for individual developments.

- 675 (5) To promote signage as an architectural complement rather than being visually
676 and thematically disconnected.

677 Master Signage Plan Application: The master signage program application shall include,
678 at a minimum, the following to be deemed a completed application:

- 679 (1) A master site plan showing a location of each of the proposed signage type(s).
680 Dimension and label the sign types and include distance measurement of the
681 signs location from the nearest public right-of-way.
- 682 (2) Provide signage elevations (dimensioned and labeled) indicating proposed text
683 areas, materials, material finishes, colors, lighting and identifiable references as
684 to how the signage design relates to the proposed architecture. Identify any
685 landscaping elements proposed.
- 686 (3) For all signage is to be mounted on building façades, provide accurate building
687 elevations that show signage dimension, signage location, text areas, materials,
688 material finishes, colors and identifiable references as to how the signage
689 design relates to the proposed architecture.
- 690 (4) A master sign plan application will be considered by the city council following a
691 recommendation by the Planning and Zoning Commission.

692 Sec. 6.07. - Administration.

- 693 (a) Role of the administrative official. The city manager shall appoint the administrative
694 official who shall administer and enforce the terms and conditions of this article.
- 695 (b) Sign permit required. No signs, unless exempted under section 6.03. (3) and (4), shall be
696 erected, displayed, or altered within the city without a duly approved sign permit from the
697 city. The administrative official or designee shall ensure that all sign permits are granted
698 only in compliance with the provisions of this article.
- 699 (c) Application. Application for a permit shall be made as required by this article and the
700 following information shall be submitted as separate documents:
- 701 (1) Application form shall be completed.
- 702 (2) General plan that illustrates:
- 703 a. Location of the building, structure, or tract to which or upon which the sign is to
704 be attached or erected.
- 705 b. Position of the sign in relation to rights-of-way, easements, buildings,
706 structures, existing signs, etc.
- 707 c. Sign drawing that illustrates height, length, width, and all other dimensions
708 associated with the sign.
- 709 (3) Signature of the owner of the property or the owner's representative stating that the
710 applicant has permission to erect such signs.
- 711 (d) Fees. All fees for sign permits shall be in accordance with the current master fee
712 schedule adopted by the city council.
- 713 (e) Permit expiration. If the work authorized by a permit issued under this article has not
714 been commenced within 180 days after the date of issuance, the permit shall become null
715 and void.
- 716 (f) Responsibility for enforcement. It is the responsibility of the administrative official to
717 interpret and administer the requirements of this article.
- 718 (1) The administrative official may suspend or revoke any permit issued under the
719 provisions of this article whenever it is determined that the permit is issued in error
720 or on the basis of incorrect or false information supplied, or whenever such permit is

issued in violation of any of the provisions of this article or any other ordinance of this city or laws of this state or the federal government. Such suspension or revocation shall be effective when communicated in writing to the person to whom the permit is issued, the owner of the sign, or the owner of the site upon which the sign is located. Upon such revocation, all construction related to the revoked permit shall cease.

(2) The administrative official shall periodically inspect each sign regulated by this article for the purpose of ascertaining whether the same is obsolete and whether it is in need of removal or repair.

(3) Whenever any work for which a permit is required by this article has been commenced or completed without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

(4) The following signs shall be removed based on the determination of the administrative official:

a. *Unsafe dilapidated or deteriorated signs.* If the administrative official determines that any sign is unsafe or insecure, or is dilapidated or deteriorated, he shall give written notice to remove or replace (in accordance with this article) said sign to the person or persons responsible for such sign. If the permit holder, owner of the sign or owner of the site on which the sign is located fails to remove or repair the sign within ten days after such notice or to file an appeal of the decision in accordance with this article, the administrative official is hereby authorized to cause the removal of such sign. Nothing contained herein shall prohibit the immediate removal, without notice, of any sign or portion of a sign which is determined by the administrative official to be an immediate threat or danger to the public health, safety, or welfare. Any expense incident to the removal of a sign pursuant to this paragraph shall be paid by the permit holder, owner of the sign or owner of the site on which the sign is located in addition to any fine hereunder. The removal of the sign or portion of the sign shall be limited to the extent necessary to eliminate the threat to the public health, safety, and welfare.

b. *Signs on utility poles.* Any sign that is erected constructed or otherwise attached to a utility pole located upon any public right-of-way or utility easement may be removed by the city unless otherwise permitted by this article. Any such sign removed by city personnel may be held for a period of 24 hours and upon expiration of such time may be disposed. The city is not required to notify the permit holder or owner of the sign that it has been picked up or that disposal of the sign is imminent.

c. *Signs in right-of-way and/or on public property.* Any sign that is erected, constructed, or otherwise located within or upon public right-of-way or on public property unless otherwise permitted by this article may be removed by the city. Any such sign removed by city personnel may be held for a period of 24 hours and upon expiration of such time may be disposed. The city is not required to notify the permit holder or owner of the sign that it has been picked up or that disposal of the sign is imminent.

d. *Illegally erected signs.* Any sign that is erected, constructed or otherwise displayed, which the administrative official determines to be in violation of this article, may be removed by city personnel. Any such sign removed by city personnel may be held for a period of 24 hours and upon expiration of such time may be disposed. The city is not required to notify the permit holder or owner of the sign that it has been picked up or that disposal of the sign is imminent. For permanent signs, the sign must be removed by the permit holder, owner of the sign, or owner of the site on which the sign is located within a reasonable time

period as determined by the administrative official. Upon failure to comply with such notice or to file an appeal of the decision in accordance with this article, the administrative official is authorized to cause the removal of such sign, and any expense incident thereto shall be paid by the permit holder, owner of the sign or owner of the site on which the sign is located in addition to any fine hereunder.

- e. Signs advertising businesses which have closed or have moved. Signs which advertise or otherwise direct attention to a product, service, activity, person, institution, or business which no longer occupies or is conducted, sold, manufactured, produced, or offered upon the premises where the sign is displayed shall be removed within 30 days of notification.

SECTION 4. INCORPORATION INTO THE CODE; PENALTY CLAUSE.

This ordinance is hereby incorporated and made a part of the Seabrook City Code. Violation of this Ordinance is subject to the penalty section of said Code including, Section 11.06, "Criminal Enforcement" which provides that 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 to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Seabrook, save and except the change in zoning classification and specific uses/structures approved in the Plan, as provided herein.

SECTION 6. SEVERABILITY.

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

SECTION 7. NOTICE.

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

PASSED AND APPROVED on first reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 6th day of February, 2018.

PASSED, APPROVED, AND ADOPTED on final reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 20th day of February, 2018.

By: _____
Thomas G. Kolupski
Mayor

ATTEST:

By: _____
Robin Hicks, TRMC
City Secretary

APPROVED AS TO FORM:

By: _____
Steven L. Weathered
City Attorney

Planning & Zoning Commission OFFICIAL REPORT

The Planning and Zoning Commission of the City of Seabrook met on December 21, 2017 to hold a meeting to consider:

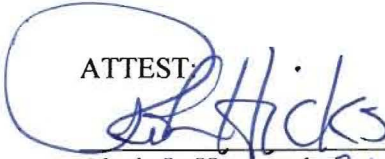
Proposed text changes to Appendix A. Comprehensive Zoning, Article 6, "Sign Standards".

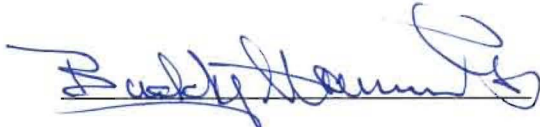
THE PLANNING & ZONING COMMISSION MADE THE FOLLOWING RECOMMENDATION:

APPROVAL ☒ APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW) ☐ DENIAL ☐
by a concurring vote of a majority of members of the Planning and Zoning Commission present at the meeting on December 21, 2017, as designated below and as certified by the signature of the Chairman. **This document is not valid unless signed by the Chairman/Presiding Commissioner.**

<u>VOTE:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>INITIAL</u>
Greg Aguilar	☒	☐	☐	☐	GA
Rosebud Caradec	☒	☐	☐	☐	RC
Mike DeHart	☒	☐	☐	☐	MD
Buddy Hammann	☒	☐	☐	☐	BH
Dodie Miller	☒	☐	☐	☐	DM
Tracie Soich	☒	☐	☐	☐	TS

ATTEST:


Alesia L. Hammock Robin Hicks
City Secretary


Planning & Zoning Commission

CLEMC REPORT

Seabrook Stats Report JAN18

Abdominal Pain	2
Acute Respiratory Distress	2
Alcohol Use	1
Allergic Reaction	1
Altered Mental Status	2
Asthma	0
Backpain	2
Call Cancelled	14
Cardiac Arrest	2
Chest Pain	6
Common Cold	0
Congestive Heart Failure	0
Concussion	0
Confusion/Delirium	2
Death Investigation	1
Dehydration	1
Diabetic Complications	2
Epistaxis	1
Fatigue	0
Febrile Seizures	1
Fever	0
Foreign Body In Respiratory Tract	0
Generalized Weakness	3
Headache	1
Hematemesis	1
Hypertension	1
Hypotension	0
Injury	11
Labor and delivery complications	0
Malaise	0
Mental Disorder	1
Nausea	2
OB	0
No Complaints or Injury/Illness Noted	7
No Patient Found	0
Other Stimulate Related Disorder	0
Pain (non-traumatic)	1
Patient Evaluated, refused treatment	3
Pneumonia	0
Respiratory Failure	1
Sickcall	0
Seizures	2
Sexual Abuse	0
Stand by	0
Stroke	1
Syncope / Fainting	6
Substance Abuse	0
Suicide Attempt	2
Transient Cerebral Ischemic Attack (TIA)	0
Total	83



Response Time

6 Min 48 Sec

SEABROOK

City of Seabrook Monthly Statistics

Alarm Date Between {01/01/2018} And
{01/31/2018} and District = "1"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	1.89%	\$0	0.00%
	1	1.89%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	30	56.60%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	1.89%	\$0	0.00%
	31	58.49%	\$0	0.00%
4 Hazardous Condition (No Fire)				
444 Power line down	1	1.89%	\$0	0.00%
463 Vehicle accident, general cleanup	1	1.89%	\$0	0.00%
	2	3.77%	\$0	0.00%
5 Service Call				
551 Assist police or other governmental agency	1	1.89%	\$0	0.00%
	1	1.89%	\$0	0.00%
6 Good Intent Call				
611 Dispatched & cancelled en route	4	7.55%	\$0	0.00%
6111 Dispatched & cancelled en route to automatic alarm	1	5.66%	\$0	0.00%
651 Smoke scare, odor of smoke	1	1.89%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	1.89%	\$0	0.00%
	9	16.98%	\$0	0.00%
7 False Alarm & False Call				
740 Unintentional transmission of alarm, Other	1	1.89%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	5.66%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	4	7.55%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	1.89%	\$0	0.00%
	9	16.98%	\$0	0.00%

Total Incident Count: 53

Total Est Loss:

\$0

SEABROOK

City of Seabrook Monthly Statistics

Alarm Date Between {01/01/2018} And {01/31/2018}
and District = "1"

Total Number of Incidents	53	Total Number of Responding Personnel	230
Average Turnout per Incident	5		

SEABROOK

City of Seabrook Monthly Statistics

Alarm Date Between {01/01/2018} And {01/31/2018}
and District = "1"

1 Seabrook

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
100 Fire, Other							
18-0180007	01/03/2018	19:33:31	01/03/2018	19:40:43	1	2	00:07:12
Average Response Time for District/Incident Type							00:07:12
311 Medical assist, assist EMS crew							
18-0180001	01/01/2018	07:03:52	01/01/2018	07:10:07	1	1	00:06:15
18-0180004	01/02/2018	15:37:12	01/02/2018	15:41:42	1	2	00:04:30
18-0180005	01/03/2018	01:45:10	01/03/2018	01:51:45	1	3	00:06:35
18-0180006	01/03/2018	14:24:54	01/03/2018	14:28:17	1	1	00:03:23
18-0180008	01/04/2018	09:59:12	01/04/2018	10:02:30	1	1	00:03:18
18-0180013	01/07/2018	12:23:52	01/07/2018	12:27:00	1	1	00:03:08
18-0180015	01/09/2018	04:43:44	01/09/2018	04:52:13	1	3	00:08:29
18-0180019	01/10/2018	17:02:39	01/10/2018	17:06:42	1	2	00:04:03
18-0180020	01/10/2018	17:56:49	01/10/2018	18:01:07	1	2	00:04:18
18-0180026	01/12/2018	21:49:43	01/12/2018	21:49:43	1	2	00:00:00
18-0180029	01/13/2018	11:16:18	01/13/2018	11:19:19	1	1	00:03:01
18-0180030	01/14/2018	13:29:49	01/14/2018	13:34:05	1	1	00:04:16
18-0180031	01/14/2018	16:16:29	01/14/2018	16:17:27	1	2	00:00:58
18-0180032	01/15/2018	13:50:25	01/15/2018	13:51:11	1	1	00:00:46
18-0180033	01/15/2018	21:16:20	01/15/2018	21:20:48	1	2	00:04:28
18-0180036	01/16/2018	19:21:33	01/16/2018	19:21:33	1	2	00:00:00
18-0180037	01/17/2018	07:55:51	01/17/2018	08:00:32	1	1	00:04:41
18-0180040	01/18/2018	12:49:10	01/18/2018	12:51:49	1	1	00:02:39
18-0180042	01/18/2018	14:45:25	01/18/2018	14:47:29	1	1	00:02:04
18-0180045	01/19/2018	16:13:51	01/19/2018	16:13:51	1	2	00:00:00
18-0180048	01/20/2018	19:53:32	01/20/2018	19:55:25	1	2	00:01:53
18-0180051	01/21/2018	19:31:14	01/21/2018	19:33:33	1	2	00:02:19
18-0180053	01/22/2018	10:37:22	01/22/2018	10:40:30	1	1	00:03:08
18-0180055	01/22/2018	15:32:35	01/22/2018	15:35:10	1	2	00:02:35
18-0180056	01/22/2018	19:15:02	01/22/2018	19:19:58	1	2	00:04:56
18-0180059	01/25/2018	10:40:21	01/25/2018	10:44:33	1	1	00:04:12
18-0180065	01/27/2018	04:41:40	01/27/2018	04:47:31	1	3	00:05:51
18-0180068	01/28/2018	18:43:27	01/28/2018	18:46:07	1	2	00:02:40
18-0180070	01/29/2018	17:36:26	01/29/2018	17:36:57	1	1	00:00:31
18-0180072	01/30/2018	07:24:25	01/30/2018	07:33:49	1	1	00:09:24
Average Response Time for District/Incident Type							00:03:29
323 Motor vehicle/pedestrian accident (MV Ped)							
18-0180050	01/21/2018	13:02:06	01/21/2018	13:07:13	1	1	00:05:07
Average Response Time for District/Incident Type							00:05:07
444 Power line down							
18-0180023	01/11/2018	20:01:39	01/11/2018	20:01:39	1	2	00:00:00
Average Response Time for District/Incident Type							00:00:00

SEABROOK

City of Seabrook Monthly Statistics

Alarm Date Between {01/01/2018} And {01/31/2018}
and District = "1"

1 Seabrook

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
463 Vehicle accident, general cleanup							
18-0180069	01/29/2018	12:16:32	01/29/2018	12:16:37	1	1	00:00:05
Average Response Time for District/Incident Type							00:00:05
551 Assist police or other governmental agency							
18-0180039	01/18/2018	10:10:24	01/18/2018	10:15:06	1	1	00:04:42
Average Response Time for District/Incident Type							00:04:42
611 Dispatched & cancelled en route							
18-0180028	01/12/2018	23:45:03	01/12/2018	23:48:00	1	3	00:02:57
Average Response Time for District/Incident Type							00:02:57
651 Smoke scare, odor of smoke							
18-0180060	01/25/2018	15:09:47	01/25/2018	15:11:55	1	2	00:02:08
Average Response Time for District/Incident Type							00:02:08
652 Steam, vapor, fog or dust thought to be smoke							
18-0180035	01/16/2018	13:23:22	01/16/2018	13:29:52	1	1	00:06:30
Average Response Time for District/Incident Type							00:06:30
740 Unintentional transmission of alarm, Other							
18-0180011	01/05/2018	00:05:01	01/05/2018	00:09:17	1	3	00:04:16
Average Response Time for District/Incident Type							00:04:16
743 Smoke detector activation, no fire - unintentional							
18-0180025	01/12/2018	11:21:31	01/12/2018	11:25:38	1	1	00:04:07
18-0180061	01/25/2018	15:21:18	01/25/2018	15:23:58	1	2	00:02:40
18-0180066	01/27/2018	07:51:07	01/27/2018	07:55:30	1	1	00:04:23
Average Response Time for District/Incident Type							00:03:43
745 Alarm system activation, no fire - unintentional							
18-0180044	01/18/2018	20:51:27	01/18/2018	20:54:08	1	2	00:02:41
18-0180046	01/19/2018	17:58:50	01/19/2018	18:03:38	1	2	00:04:48
18-0180057	01/24/2018	10:28:49	01/24/2018	10:33:43	1	1	00:04:54
18-0180062	01/26/2018	12:05:46	01/26/2018	12:17:26	1	1	00:11:40
Average Response Time for District/Incident Type							00:06:01
746 Carbon monoxide detector activation, no CO							
18-0180043	01/18/2018	16:51:07	01/18/2018	16:52:45	1	2	00:01:38
Average Response Time for District/Incident Type							00:01:38
Overall Average Response Time for District 00:03:42							

Total Incident Count: 47

Overall Average Response Time: 00:03:42



Seabrook Police Department

(FISCAL YEAR)

City Wide STAAC Report

Strategic, Tactical & Administrative Analysis of Crime

Actual Month/Year: January/2018

■ 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	January			Year To Date		
	2017	2018	% Change	2017	2018	% Change
Officer Initiated	194	186	-4.12	706	855	21.10
Citizen Initiated	400	476	19.00	1,706	2,007	17.64
Grand Totals:	594	662	11.45	2,412	2,862	18.66

City Wide UCR Summary Offense Data

Part I Violent Crime	1	1	0.00	10	7	-30.00
Part I Property Crime	13	18	38.46	55	51	-7.27
Part II (All Other Offenses)	45	44	-2.22	159	137	-13.84
Grand Totals:	59	63	6.78	224	195	-12.95

City Wide UCR Crimes Assigned to Investigations

Part I Violent Crime	1	2	100.00	9	7	-22.22
Part I Property Crime	9	16	77.78	56	49	-12.50
Part II (All Other Offenses)	62	44	-29.03	176	160	-9.09
Grand Totals:	72	62	-13.89	241	216	-10.37

City Wide UCR Crimes Cleared by Investigations

Part I Violent Crime	1	1	0.00	6	5	-16.67
Part I Property Crime	3	3	0.00	15	18	20.00
Part II (All Other Offenses)	52	34	-34.62	143	133	-6.99
Grand Totals:	56	38	-32.14	164	156	-4.88

City Wide UCR Summary Arrest Data

Total Adult Arrests

Part I Violent Crime Arrest	0	0	NC*	2	3	50.00
Part I Property Crime Arrest	3	0	-100.00	5	5	0.00
Part II (All Other Offenses) Arrest	131	60	-54.20	472	241	-48.94
Grand Totals:	134	60	-55.22	479	249	-48.02

Total Juvenile Arrests

Part I Property Crime Arrest	0	0	NC*	0	0	NC*
Part II (All Other Offenses) Arrest	0	4	NC*	0	4	NC*
Grand Totals:	0	4	NC*	0	4	NC*

Total Arrests

Part I Violent Crime Arrest	0	0	NC*	2	3	50.00
Part I Property Crime Arrest	3	0	-100.00	5	5	0.00
Part II (All Other Offenses) Arrest	131	64	-51.15	472	245	-48.09
Grand Totals:	134	64	-52.24	479	253	-47.18

City Wide Misc. RMS Summary Data

	January			Year To Date		
	2017	2018	% Change	2017	2018	% Change
Field Contacts	0	4	NC*	0	4	NC*
Stolen Property	\$19,198.14	\$65,850.64	243.01	\$490,839.98	\$340,160.64	-30.70
Recovered Property	\$27,016.00	\$29,270.00	8.34	\$53,266.00	\$35,965.75	-32.48
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	January				Year to Date		
	2017	2018	% Change		2017	2018	% Change
All Alarms	45	47	4.44		199	182	-8.54
False Alarms	30	30	0.00		137	145	5.84
Disturbance / Assault	38	46	21.05		171	206	20.47
Narcotics Investigation	1	2	100.00		6	10	66.67
Disorderly	0	1	NC*		3	4	33.33
Theft	13	21	61.54		65	53	-18.46
Weapons Related	0	0	NC*		0	5	NC*
Traffic Stops	389	234	-39.85		1444	960	-33.52
Traffic Accidents	31	41	32.26		176	193	9.66

City Wide Reported Crime Breakdown

Part I Violent Crime

Attempted Rape	0	0	NC*	0	0	NC*
Rape	0	0	NC*	3	0	-100.00
RAPE	0	0	NC*	3	0	-100.00
Robbery - Firearm	0	0	NC*	1	1	0.00
Robbery - Knife	0	0	NC*	1	0	-100.00
Robbery - Strongarm	0	1	NC*	1	2	100.00
ROBBERY	0	1	NC*	3	3	0.00
Aggravated Assault with Firearm	1	0	-100.00	1	1	0.00
Aggravated Assault with Knife	0	0	NC*	1	0	-100.00
Aggravated Assault with Other Weapon	0	0	NC*	2	2	0.00
Aggravated Assault with Personal Weapons	0	0	NC*	0	1	NC*
AGGRAVATED ASSAULT	1	0	-100.00	4	4	0.00
UCR Totals:	1	1	0.00	10	7	-30.00

Part I Property Crime

Burglary Forcible	1	0	-100.00	2	4	100.00
Burglary Non-Forcible	1	1	0.00	2	6	200.00
BURGLARY	2	1	-50.00	4	10	150.00
Theft - Bicycle	0	0	NC*	1	1	0.00
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)	2	7	250.00	11	8	-27.27
Theft - Motor Vehicle Parts/Accessories	0	0	NC*	0	0	NC*
Theft - Other	8	10	25.00	29	28	-3.45
Theft - Shoplifting	1	0	-100.00	1	0	-100.00
LARCENY	11	17	54.55	42	37	-11.90
Auto	0	0	NC*	6	4	-33.33
Other Vehicles	0	0	NC*	0	0	NC*
Truck/Bus	0	0	NC*	3	0	-100.00
THEFT OF MOTOR VEHICLE	0	0	NC*	9	4	-55.56
UCR Totals:	13	18	38.46	55	51	-7.27

Part II (All Other Offenses)

OTHER ASSAULTS	8	17	112.50	46	43	-6.52
FORGERY	1	0	-100.00	1	0	-100.00
FRAUD	5	1	-80.00	11	5	-54.55
STOLEN PROPERTY: Buying, Receiving, Possessing	1	0	-100.00	1	0	-100.00
VANDALISM	4	1	-75.00	12	9	-25.00
WEAPONS: Carrying, Possessing, Etc.	2	1	-50.00	2	1	-50.00
SEX OFFENSE (Except Forcible Rape & Prostitution)	0	1	NC*	0	2	NC*
DRUG OFFENSE	9	3	-66.67	31	8	-74.19
OFFENSES AGAINST THE FAMILY & CHILDREN	1	0	-100.00	1	0	-100.00
DRIVING UNDER THE INFLUENCE	4	7	75.00	9	22	144.44
LIQUOR LAWS	0	1	NC*	0	1	NC*
DRUNKENNESS	0	1	NC*	1	1	0.00
DISORDERLY CONDUCT	0	0	NC*	0	0	NC*
RUNAWAYS (PERSONS UNDER AGE 18)	0	0	NC*	1	0	-100.00

ALL OTHER REPORTABLE OFFENSES	6	5	-16.67	24	23	-4.17
NON - REPORTABLE OFFENSES	4	6	50.00	19	22	15.79
UCR Totals:	45	44	-2.22	159	137	-13.84
Grand Totals:	59	63	6.78	224	195	-12.95

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	1	NC*
---	---	-----	---	---	-----

ROBBERY

0	0	NC*	0	1	NC*
---	---	-----	---	---	-----

Aggravated Assault with Firearm

0	0	NC*	0	0	NC*
---	---	-----	---	---	-----

Aggravated Assault with Knife

0	0	NC*	1	0	-100.00
---	---	-----	---	---	---------

Aggravated Assault with Other Weapon

0	0	NC*	1	1	0.00
---	---	-----	---	---	------

Aggravated Assault with Personal Weapons

0	0	NC*	0	1	NC*
---	---	-----	---	---	-----

AGGRAVATED ASSAULT

0	0	NC*	2	2	0.00
---	---	-----	---	---	------

UCR Totals:

0	0	NC*	2	3	50.00
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Part I Property Crime Arrest

Burglary Forcible

0	0	NC*	0	0	NC*
---	---	-----	---	---	-----

Burglary Non-Forcible

0	0	NC*	0	3	NC*
---	---	-----	---	---	-----

BURGLARY

0	0	NC*	0	3	NC*
---	---	-----	---	---	-----

Theft - From Motor Vehicle (Except Parts)

0	0	NC*	1	0	-100.00
---	---	-----	---	---	---------

Theft - Other

0	0	NC*	1	2	100.00
---	---	-----	---	---	--------

Theft - Shoplifting

3	0	-100.00	3	0	-100.00
---	---	---------	---	---	---------

LARCENY

3	0	-100.00	5	2	-60.00
---	---	---------	---	---	--------

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:

3	0	-100.00	5	5	0.00
---	---	---------	---	---	------

Part II (All Other Offenses) Arrest

OTHER ASSAULTS

10	10	0.00	45	32	-28.89
----	----	------	----	----	--------

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

0	0	NC*	7	7	0.00
---	---	-----	---	---	------

WEAPONS: Carrying, Possessing, Etc.

1	0	-100.00	1	0	-100.00
---	---	---------	---	---	---------

PROSTITUTION & COMMERCIALIZED VICE

0	0	NC*	0	0	NC*
---	---	-----	---	---	-----

SEX OFFENSE (Except Forcible Rape & Prostitution)

0	0	NC*	0	0	NC*
---	---	-----	---	---	-----

DRUG OFFENSE

18	2	-88.89	51	10	-80.39
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OFFENSES AGAINST THE FAMILY & CHILDREN

0	0	NC*	0	0	NC*
---	---	-----	---	---	-----

DRIVING UNDER THE INFLUENCE

5	7	40.00	15	21	40.00
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LIQUOR LAWS

0	1	NC*	6	3	-50.00
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DRUNKENNESS

30	13	-56.67	101	66	-34.65
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DISORDERLY CONDUCT

0	0	NC*	3	1	-66.67
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ALL OTHER REPORTABLE OFFENSES

34	16	-52.94	109	68	-37.61
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NON - REPORTABLE OFFENSES

33	11	-66.67	134	33	-75.37
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UCR Totals:

131	60	-54.20	472	241	-48.94
-----	----	--------	-----	-----	--------

Grand Totals:

134	60	-55.22	479	249	-48.02
-----	----	--------	-----	-----	--------

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*
---	---	-----	---	---	-----

Part II (All Other Offenses) Arrest

ALL OTHER REPORTABLE OFFENSES

0	4	NC*	0	4	NC*
---	---	-----	---	---	-----

UCR Totals:	0	4	NC*	0	4	NC*
Grand Totals:	0	4	NC*	0	4	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: February 20, 2018

Submitter/Requestor: Sean Landis

Presenter: Sean Landis

Description/Subject: Monthly Building Department Report for January 2018.

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 January , there was 3 residential permits issued totaling \$910,000.00
No commercial permits were issued in January.**

Recommended Action:

Attachments:

- 2017-2018 Year to Date report
- Code Enforcement and Building Inspection report for January
- Fire Monthly Permitting report page for January
- Marshal Inspection report for January

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?

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 January or 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

January 2018

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	3	\$910,000.00	\$4,815.00
Residential Additions	20	\$189,313.73	\$2,095.50
New Commercial	0	\$0.00	\$0.00
Commercial Additions	2	\$26,500.00	\$292.50
New City	0	\$0.00	\$0.00
City Additions	0	\$0.00	\$0.00
Electrical	14	\$54,194.41	\$1,550.00
Fill	0	\$0.00	\$0.00
Irrigation			
Mechanical	7	\$38,397.00	\$525.00
Plumbing	14	\$93,556.00	\$1,865.00
Pools	0	\$0.00	\$0.00
Sign	6	\$30,245.00	\$502.50
Demolition	1	\$7,000.00	\$50.00
Fire/Sprinkler	3	\$14,177.32	\$345.00
Miscellaneous	0	\$0.00	\$0.00
Lien pay out	0	\$0.00	\$0.00
TOTALS	70	\$1,363,383.46	\$12,040.50

Building Department Statistics
Fiscal Year 2017-2018

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	0	\$0.00	16	\$194,602.00	22	\$2,410,796.00	0	\$0.00	9	\$78,250.00	11	\$ 48,450.00	3	\$15,500.00	18	\$ 163,957.70	12	\$ 38,470.00	91	\$2,950,025.70	65	\$1,708,666.40
November	6	\$3,856,073.54	14	\$199,385.00	1	\$40,000.00	0	\$0.00	12	\$807,450.00	13	\$ 253,869.00	1	\$2,200.00	11	\$101,442.71	9	\$ 157,750.00	67	\$5,418,170.25	72	\$ 1,047,799.24
December	3	\$762,414.00	14	\$186,548.00	2	\$1,750.00	0	\$0.00	8	\$107,000.00	11	\$ 113,717.00	0	\$0.00	8	\$71,663.00	9	\$77,430.00	55	\$1,320,522.00	55	\$ 1,401,491.34
January	3	\$910,000.00	20	\$189,313.73	2	\$26,500.00	0	\$0.00	10	\$51,422.32	14	\$ 54,194.41			7	\$ 38,397.00	14	\$ 93,556.00	70	\$1,363,383.46	66	\$ 2,769,934.37
February																			0	\$0.00	106	\$24,360,537.82
March																			0	\$0.00	105	\$ 3,838,286.77
April																			0	\$0.00	76	\$ 3,036,779.70
May																			0	\$0.00	86	\$ 831,807.94
June																			0	\$0.00	80	\$ 3,022,310.31
July																			0	\$0.00	90	\$ 3,176,447.72
August																			0	\$0.00	56	\$ 1,023,705.00
September																			0	\$0.00	86	\$1,102,754.69
Y-T-D TOTALS	12	\$5,528,487.54	64	\$769,848.73	22	\$2,479,046.00	0	\$0.00	39	\$1,044,122.32	49	\$470,230.41	4	\$17,700.00	44	\$375,460.41	44	\$367,206.00	283	\$11,052,101.41	943	\$47,320,521.30

Fees Paid		Fees Paid	
October	\$24,661.50	April	
November	\$24,073.50	May	
December	\$28,217.75	June	
January	\$12,040.50	July	
February		August	
March		September	
Y-T-D Total		\$88,993.25	

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

New Residential Buildings	
Y-T-D Total	12

	#	Water Impact Fees	#	Sewer Impact Fees		#	Water Impact Fees	#	Sewer Impact Fees
October	3	\$38,943.00	3	\$28,871.00	April		\$-		\$-
November	3	\$7,438.50	3	\$9,716.00	May		\$-		\$-
December		\$7,566.25		\$10,106.00	June		\$-		\$-
January		\$9,729.75		\$12,993.00	July		\$-		\$-
February		\$-		\$-	August		\$-		\$-
March		\$-		\$-	September		\$-		\$-
Y-T-D Total		6	\$63,677.50	6	\$61,686.00				

Code Enforcement Report for January 2018

- **Code Enforcement Cases at end of month:**

- 1 No Fill Permit
- 4 No Building Permit
- 2 Zoning Violation
- 8 High Grass and weeds
- 1 Depositing of rubbish or junk on private property
- 3 Junk vehicles
- 1 No certificate of Occupancy
- 1 No Electrical Inspection

1 **CITY OF SEABROOK**
2 **ORDINANCE NO. 2018-07**

3
4 **READOPTING CURFEW REGULATIONS FOR MINORS**

5
6 **AN ORDINANCE READOPTING THE CURRENT CURFEW REGULATIONS FOR**
7 **MINORS CONTAINED IN THE SEABROOK CITY CODE, CHAPTER 44, SECTION**
8 **44-95 “CURFEW FOR MINORS” PROVIDING A PENALTY OF AN AMOUNT NOT TO**
9 **EXCEED \$500 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF;**
10 **PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE.**

11
12 WHEREAS, the City of Seabrook has had a curfew ordinance for many years; and

13
14 WHEREAS, state law requires that such ordinances be renewed at least once every
15 three (3) years; and

16
17 WHEREAS, Seabrook last approved its curfew ordinance, No. 2015-05 on March 17,
18 2015, (Prior Ordinance); and

19
20 WHEREAS, Seabrook wishes to maintain a curfew for minors; and

21
22 WHEREAS, the Chief of Police has not recommended any changes to the current curfew
23 regulations; and

24
25 WHEREAS, as a result of the public hearings on the need to continue the curfew
26 ordinance the City Council of Seabrook did review the Prior Ordinance as to its effect on the
27 community and on the problems said Ordinance was intended to remedy and determined that the
28 substance of such Ordinance should be reinitiated and continued in the Seabrook Code of
29 Ordinances; and

30
31 WHEREAS, the City Council finds and determines that in the best interests of the health,
32 safety and welfare of all residents, curfew regulations are necessary; and

33
34 WHEREAS, the City Council of the City of Seabrook finds and determines that there
35 remains a significant community need for curfew regulations in that without such regulations
36 there is a substantial likelihood of increased juvenile arrests and/or incidents resulting from
37 unsupervised juvenile activities; and

38
39 WHEREAS, all requirements have been met and the required public hearings have been
40 scheduled and held before the City Council; now, therefore,

41
42 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEABROOK, STATE OF,
43 TEXAS:

44
45
46

SECTION 1. FINDINGS

That the City Council of the City of Seabrook adopts the preceding preamble paragraphs as if repeated verbatim herein and find them as matters of fact. The City Council of the City of Seabrook finds and determines that there is a continuing need for a juvenile curfew and that without such regulations there is a substantial likelihood of increased juvenile arrests and/or incidents resulting from unsupervised juvenile activities and that accordingly the existing juvenile curfew ordinance should be extended and readopted in accordance with Section 370.002 of the Texas Local Government Code as provided hereafter.

SECTION 2. READOPTION OF CURFEW REGULATIONS FOR MINORS.

The Seabrook City Code, Chapter 44, "Law Enforcement and Offenses", Article III. "Offenses", Division 2. "Minors", Section 44-95 "Curfew for Minors" is hereby reaffirmed and readopted without any changes. A copy of this section of the Code, as shown on Exhibit A, is made a part of this ordinance.

SECTION 3. PENALTY CLAUSE.

Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not more than Five Hundred Dollars (\$500.00) per offense or as otherwise provided by law.

SECTION 4. SEVERABILITY.

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

SECTION 5. NOTICE.

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

PASSED AND APPROVED on first reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 20th day of February, 2018.

PASSED, APPROVED, AND ADOPTED on final reading with a quorum present, by
an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City
Charter Section 2.10 on this 6th day of March, 2018.

By: _____
Thomas G. Kolupski
Mayor

ATTEST:

By: _____
Robin Hicks, TRMC
City Secretary

APPROVED AS TO FORM:

By: _____
Steven L. Weathered
City Attorney

EXCERPT FROM CODE OF THE CITY OF SEABROOK

CHAPTER 44. Law Enforcement and Offenses

Article III. Offenses

Division 2. Minors

Section 44-95 Curfew for minors.

Sec. 44-95. - Curfew hours for minors.

- (a) *Definitions.* The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Curfew hours means:

- (1) 10:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day, so long as the next day after such Sunday, Monday, Tuesday, Wednesday, or Thursday is not an official school holiday observed by the Clear Creek Independent School District, in which event the curfew shall not commence until 12:01 a.m. on the official holiday; and
- (2) 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday or official school holiday observed by the Clear Creek Independent School District.

Emergency means an unforeseen combination of circumstances or the resulting state that calls for immediate action. This term includes but is not limited to a fire, a natural disaster, an automobile accident or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian means:

- (1) A person who, under court order, is the guardian of the person of a minor; or
- (2) A public or private agency with whom a minor has been placed by a court.

Minor means any person under 17 years of age.

Operator means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent means a person who is:

- (1) A natural parent, adoptive parent, stepparent, or adult relative within the third degree of consanguinity of a minor;
- (2) At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Remain means to:

- (1) Linger or stay; or
- (2) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious bodily injury means bodily injury that creates a substantial risk of death or that causes death serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

(b) *Offenses.*

- (1) A minor commits an offense if he or she remains in any public place or on the premises of any establishment within the city during curfew hours.
- (2) A parent or guardian of a minor commits an offense if he or she knowingly permits or by insufficient control allows the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.
- (3) The owner, operator, or any employee of an establishment commits an offense if he or she knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

(c) *Defenses.*

- (1) It is a defense to prosecution under subsection (b) of this section that the minor was:
 - a. Accompanied by the minor's parent or guardian;
 - b. On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - c. In a motor vehicle involved in interstate travel;
 - d. Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - e. Involved in an emergency;
 - f. On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
 - g. Attending an official school, religious, or other recreational activity supervised by adults and sponsored by a civic organization or another similar entity, that takes responsibility for the minor; or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by a civic organization, or another similar entity, that takes responsibility for the minor;
 - h. Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
 - i. Married or had been married or had disabilities of minority removed in accordance with V.T.C.A., Family Code § 31.001 et seq.
 - (2) It is a defense to prosecution under subsection (b)(3) of this section that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.
- (d) *Enforcement.* Before taking any enforcement action under this section, a police officer shall ask the apparent offender's age and reason for being in the public place.
- (e) *Penalty.*
- (1) A person who violates a provision of this section is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.
 - (2) When required by V.T.C.A., Family Code § 51.08, the municipal court shall waive original jurisdiction over a minor who violates subsection (b)(1) of this section and shall refer the minor to juvenile court.

(Code 1976, § 18-8; Code 1996, § 42-4; Ord. No. 97-10, 6-17-1997; Ord. No. 99-06, § 1, 5-4-1999; Ord. No. 2001-23, § 1, 9-18-2001; Ord. No. 2001-22, § 1, 8-7-2001; Ord. No. 2006-03, § 2, 4-4-2006; Ord. No. 2009-04, § 1, 3-17-2009; Ord. No. 2012-08, § 2, 3-6-2012)

State law reference— Children taken into custody for violation of curfew, V.T.C.A., Family Code § 52.028 et seq.



Agenda Briefing

Date of Meeting: February 20, 2018

Submitting Department: City Manager's Office

Date Submitted: February 12, 2018

Prepared By: Gayle Cook, City Manager

Presenter: Gayle Cook, City Manager

Will there be a guest/visitor presenter who is not an employee?: ☐ Yes ☒ No

What is this person's first and last name and affiliation to this item?:

Subject: Resolution 2018-13 Acquisition of Property at 1206 3rd Street, for Further Development of Old Seabrook

Type of Item: ☐ Ordinance ☒ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Discussion & Direction

Executive Summary: The City of Seabrook City Council developed a multi-year strategic plan in 2016, which identified the Old Town Seabrook or Old Seabrook District as a priority goal. The plan identified action steps for improving walkability and new amenities within the District.

Background/Issue (What prompted this need?):

Budget Analysis/Funding Comments: The Economic Development Corporation may consider a Reimbursement Resolution for the purchase of real property. The expenditure required accounts for the purchase price and all associated closing costs as agreed to Buyer.

Expenditure Required: \$170,000.00

Budgeted Amount: \$Unbudgeted **Source of Funds/Funding Account:** Unreserved
Balance

Not Budgeted: If approved, the following will be included in the next Budget Amendment and \$170,000.00 will be added to Revenue Account: 170,000.00 and \$170,000.00 added to Expenditure Account: 01-107-6070

1295 Form Required? ☐ Yes ☒ No

Name of Applicant (if applicable) :

Legal Description/Location (if applicable):

Supporting Materials Attached:

1. Resolution 2018-13
2. Earnest Money Contract
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

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.

Recommended Placement on Agenda: New Business

Recommended Action: To approve Resolution 2018-13, Authorizing for Acquisition of Property at 1206 3rd Street for further development of Old Seabrook in an amount not to exceed \$170,000.00 as an unbudgeted item from unreserved balance and direct City Manager to prepare a budget amendment.

Reviewed by Department Director, if applicable ☐

Reviewed by Finance Director, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☒

**CITY OF SEABROOK
RESOLUTION 2018-13**

**AUTHORIZATION FOR ACQUISITION OF PROPERTY FOR FURTHER
DEVELOPMENT OF OLD SEABROOK – 1206 3RD STREET**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING PROCEEDING FOR THE ACQUISITION OF CERTAIN REAL PROPERTY FOR FURTHER DEVELOPMENT OF “OLD SEABROOK”; CONSISTING OF LAND LOCATED AT 1206 3RD STREET, LOTS 4 AND 5, BLOCK 23, MAP OF SEABROOK, HARRIS COUNTY, TEXAS (THE “PROPERTY”); DETERMINING THE PUBLIC NECESSITY AND JUST COMPENSATION FOR THE PROPERTY FOR SUCH PROJECT; AUTHORIZING APPROVAL/ EXECUTION OF THE “CONTRACT FOR SALE OF REAL PROPERTY”, (“CONTRACT”) ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE PROPERTY, INCLUDING IDENTIFYING FUNDS FOR PURCHASE/PAYMENT, INCLUDING ALL ASSOCIATED COSTS FOR DUE DILIGENCE AND CLOSING IN ACCORDANCE WITH THE CONTRACT AND IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS AND CHARTER; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Seabrook has considered the need for the acquisition of certain property within the City of Seabrook to further enhance development of “Old Seabrook”, a zoning district designed to enhance the special characteristics of Seabrook, its small town character, waterfront, and to create a unique place; and

WHEREAS, in accordance with such referenced goals for “Old Seabrook”, the City has targeted a site to improve the quality of commercial development, including general municipally owned improvements, parking facilities for infrastructure/parking and related city needs (the “Project”), and has identified a tract of land for such purposes located at 1206 3rd Street, Lots 4 and 5, Block 23 of the Map of Seabrook, as recorded in Volume 1, Page 50 of the Map Records in Seabrook, Harris County, Texas together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts, or parcels of land as provided above, (the “Property”), and has determined that a public necessity exists for proceeding to acquire the necessary improvements and certain property rights for the Project; and

WHEREAS, the Seabrook Economic Development Corporation on April 13, 2017 published a Notice of Project relating to proposed expenditure of its funds for the redevelopment of “Old Seabrook” to promote or develop new or expanded business enterprises and/or that create or retain primary jobs in or near the City of Seabrook, including but not limited to targeted infrastructure (streets, transportation, utilities, drainage, site and related improvements); acquisition of land, buildings, equipment, and facilities; demolition of aging or substandard buildings to improve the quality of commercial zones; general municipally owned improvements, parking facilities; or any other expenditures consistent with the purposes and duties as a Type B corporation, in an amount not to exceed \$750,000.00; and

WHEREAS, the City Council of the City of Seabrook has considered the need for the acquisition of certain property within the City of Seabrook for further development of “Old Seabrook”, consistent with the referenced goals of the Project, identified the Property, and has determined that a public necessity exists for proceeding to acquire same as provided herein; and

WHEREAS, the City Council of the City of Seabrook finds and determines it is necessary that the acquisition of the subject Property, should be done expeditiously by authorizing the City Manager of the City of Seabrook, Texas to expend funds to obtain a legal survey, obtain a title commitment, and such other due diligence determined necessary to purchase and acquire fee title property rights for the Project; and

WHEREAS, the City Council by and through its City Manager has accordingly negotiated with Property owner, George Rogers (Executor of the Wilks) for agreement of the just compensation for the Property, to be purchased for \$160,000, as provided for in the “Contract for Sale of Real Property”, which is attached hereto as Exhibit “A” (the “Contract”); and

WHEREAS, the City Council of the City of Seabrook finds and determines that the sum of One Hundred Sixty Thousand Dollars (\$160,000) is just compensation and the fair market value for acquisition of the Property; and

WHEREAS, the City Council for the City of Seabrook finds and determines the said Property is necessary for improvements in or around the municipal Project and that unless the property rights in the Property are now obtained, it will be a substantial detriment and disadvantage to the City of Seabrook; and

WHEREAS, it is the specific intent of the City Council of the City of Seabrook to comply with all legal requirements for acquisition and funding of the subject Property for the Project, specifically including the Seabrook Charter; and

WHEREAS, the City Council of the City of Seabrook finds and determines that providing authorization to the City Manager to immediately expend funds for acquisition and associated due diligence and closing costs for the Property, is now appropriate; and that the Property should be acquired as provided for in the attached Contract in the form attached hereto and incorporated by reference:

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

Section 1. That the City Council of Seabrook hereby officially finds and determines that the meeting at which this Resolution is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. A public purpose and necessity exists for the City of Seabrook to acquire the Property for the Project for the City of Seabrook for the purposes expressed herein, for development of “Old Seabrook”, pursuant to the terms in the attached Contract, Exhibit “A”, incorporated by reference.

Section 3. The Mayor/City Manager is hereby authorized to execute the Contract for the acquisition of the Property for the sum of \$160,000 and the Mayor or City Manager is authorized to execute any documentation necessary to accept, acquire, document, facilitate, and record the conveyance of the subject Property as provided for in the Contract, together with the appropriate expenditure of funds for associated due diligence and closing costs. The City Manager is immediately authorized and directed to expend such additional funds for payment of the earnest money fee, legal survey, appraisal, and such other due diligence determined necessary for the Project.

Section 4. The City Council finds that proceeding to acquire the Property, identified in the attached Contract, as provided herein, is in compliance with the requisites of law, is not to confer, or is a pretext to confer, a private benefit on a particular party, and is not primarily for economic benefit, but that such Property is necessary for a needed municipal project.

PASSED AND APPROVED this 20th day of February, 2018.

Thomas G Kolupski
Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

CONTRACT FOR SALE OF REAL PROPERTY

COUNTY OF HARRIS §
 §
STATE OF TEXAS §

THIS CONTRACT FOR SALE ("Contract") is between George Rogers (Executor of the Estate), 2405 Lakeway Drive, Friendswood, TX 77546 (referred to collectively in this Contract as "**Seller**") and the City of Seabrook, 1700 First Street, Harris County, Texas, 77586, a home rule municipality, (referred to in this Contract as "**Buyer**"), on the terms set forth in this Contract. This Contract shall be effective on the date approved by the Seabrook City Council.

ARTICLE I.

PURCHASE AND SALE

1.01 Seller sells and agrees to convey, and Buyer purchases and agrees to pay for, the tract(s) of land as follows: **land located at 1206 3rd Street, Seabrook, Texas, Harris County.** The correct legal description will be determined from the survey provided for in this Contract which, upon completion and approval, shall be attached to this Contract as Exhibit "A" and incorporated into it by this reference.

This sale and purchase include all rights and appurtenances pertaining to the property, including any right, title or interest of Seller in adjacent streets, alleys or rights-of-way, together with any improvements, fixtures, and personal property situated on and attached to the Property.

The real property described above, and any rights or appurtenances are referred to in this Contract as the "**Property**."

ARTICLE II.

SALES PRICE

Amount of Sales Price

- 2.01. The sales price for the Property will be the sum of:
- | | | |
|----|--|---------------------|
| A. | Cash portion of sales price payable by Buyer at Closing: | <u>\$160,000.00</u> |
| B. | Sum of all financing described below: | <u>N/A</u> |
| C. | Sales Price (Sum of A and B): | <u>\$160,000.00</u> |

Payment of Sales Price

2.02. The Sales Price will be payable as follows:

The full amount of the Sales Price will be payable in cash at the closing.

ARTICLE III.

BUYER'S OBLIGATIONS

Conditions to Buyer's Obligations

3.01 It shall be a condition precedent to Buyers obligation hereunder that this Contract be finally approved by the City Council of the City of Seabrook. The Buyer's obligations under this Contract are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Buyer at or before the closing).

Preliminary Title Report

3.02 Within 30 days after the date of the approved execution of this Contract, Buyer, at Buyer's expense, will obtain for the Buyer from a title company approved by Buyer a preliminary title report (the "Title Report"), accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property, as determined appropriate by Buyer. Buyer will give Seller written notice on or before the expiration of ten (10) business days after Buyer received the Title Report that the condition of title as set forth in the title binder is or is not satisfactory. In the event that Buyer states that the condition is not satisfactory, Seller may promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event that Seller chooses not to do so within ten (10) days after receipt of written notice, this Contract will be terminated, and the Escrow Deposit will be returned by the title company to Buyer. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.

Survey

3.03. Within 30 days from the date of this Contract, Buyer, at Buyer's expense, as determined appropriate by Buyer, will obtain a current plat of survey of the Property, prepared by a licensed Texas land surveyor acceptable to Buyer. The survey will be staked on the ground, and the plat will show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, as acceptable to Buyer. The survey will contain the surveyor's certification that there are no encroachments on the property and will set forth the number of total acres and the

number of net acres comprising the Property, together with a metes and bounds description acceptable to Buyer. The term net acres will mean the number of acres contained in the Property, exclusive of any land lying within the right-of-way lines of public roads, streets, alleys, or railroads, or within the boundaries of utility easements or creeks, rivers, or other water courses and will be calculated to the nearest 100th of an acre.

Buyer will have 10 business days after receipt of the survey to review and approve it. In the event any portion of the survey or the matters included therein is unacceptable to Buyer, Buyer must, within the 10 day period, give Seller written notice of this fact. Seller may, at Seller's option, promptly undertake to eliminate or modify all the unacceptable portions to the reasonable satisfaction of Buyer. In the event Seller chooses not to do so within 10 calendar days after receipt of written notice, Buyer may terminate this Contract, and the Escrow Deposit will be returned by the title company to Buyer. Buyer's failure to give Seller this written notice will be deemed to be Buyer's acceptance of the survey.

Net Surveys and Tests

3.04. Within thirty (30) days after the date of this Contract, Buyer may conduct an engineering survey and feasibility study of the property. Buyer or Buyer's agents may enter on the premises for purposes of soil analysis, core drilling, or other tests, as required. If, in Buyer's judgment, the property is not suitable for Buyer's intended purposes, on written notice to Seller received before 45 calendar days from the date of this Contract, Buyer may terminate this Contract. If the Contract is terminated, the Escrow Deposit will be returned by the title company to Buyer. If the written notice is not received within this thirty-day period, the condition will be deemed acceptable and any objection will be deemed waived.

Estoppel Letter

3.05. Seller will deliver to Buyer an "estoppel letter" signed by the holders of any existing indebtedness secured by the Property, stating that (i) as of the closing date, no default exists under either the deed of trust or mortgage notes or any instruments securing the payment of these instruments; (ii) all installments of principal and interest payable to the date of closing have been paid; (iii) the amount of the unpaid balance of the note; and (iv) there have been no modifications or amendments to these deed of trust or mortgage instruments.

3.06 Seller will have complied with all of the covenants, agreements, and conditions required by this Contract by the closing.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, as of the closing date, as follows:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;
- (2) There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part of it, nor to the best knowledge of Seller is any proceeding or assessment contemplated by any governmental authority;
- (3) Seller has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it and has authority to enter into this Contract;
- (4) There are water, sewer, and electricity lines to the Property that are available for "tap in" by the Buyer and that are sufficient for service on the Property; and
- (5) The Property has free access to and from public highways, streets or roads and, to the Seller's best knowledge, there is no pending or threatened governmental proceeding that would impair or result in the termination of this access.

ARTICLE V.

CLOSING

The closing will be held at the office of Old Republic Title, 777 Post Oak Blvd, Suite 100, Houston, Texas 77056 on or before ____ "closing date") or at the time, date, and place agreed on by Seller and Buyer. At the closing Seller will:

- (1) Deliver to Buyer a properly executed and acknowledged General Warranty Deed conveying marketable title in fee simple to all of the Property, free of all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due;
- (b) Any exceptions approved by Buyer in accordance with Article III of this Contract; and
- (c) Any exceptions approved by Buyer in writing.

- (2) Deliver to Buyer a Texas Owner's Title Policy, at Buyer's expense, issued by Old Republic National Title Insurance Company, (or other insurer that may be selected by Buyer in its sole determination), 777 Post Oak Blvd, Suite 100, Houston, TX 77056, in Buyer's favor in

the full amount of the sales price, insuring Buyer's fee simple title to the Property subject to the title exceptions listed in Article V of this Contract, to any other exceptions approved in writing by Buyer, and to the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, with the following exceptions:

- (a) The boundary and survey exceptions will be deleted;
 - (b) The exception as to restrictive covenants will be endorsed "None of Record"; and
 - (c) The exception as to the lien for taxes will be limited to the year of closing and will be endorsed "Not Yet Due and Payable."
- (3) Deliver to Buyer possession of the property.

Buyer will pay the cash portion of the sales price.

General real estate taxes for the current year relating to the Property, interest on any existing indebtedness, and rents if any will be prorated as of the closing date and will be adjusted in cash at the closing. If the closing occurs before the tax rate is fixed for the current year, the apportionment of taxes will be on the basis of the tax rate for the preceding year applied to the latest assessed valuation. All special taxes or assessments to the closing date will be paid by Seller.

All costs and expenses of closing in consummating the sale and purchase of the Property will paid as follows:

Owner's Title Policy paid by Buyer

Mortgagee's Title Policy paid by Buyer

Escrow fee paid by Buyer

Documentary stamp or other transfer taxes paid by Buyer

Survey paid by Buyer

Filing fees paid by Buyer

Preparation of General Warranty Deed paid by Seller

Attorney's fees will be paid by the party, Buyer or Seller, incurring same.

Each party acknowledges that there have been no brokers involved in the negotiation and consummation of this Contract, and that it has not incurred and will not incur any liability for brokerage fees or agent's commissions in connection with this Contract. Buyer shall not be responsible for payment of any such fees.

ARTICLE VI
ESCROW DEPOSIT

For the purpose of securing the performance of Buyer under the terms of this Contract, Buyer has delivered to Republic National Title Insurance Company, the sum of **\$10,000**, the **Escrow Deposit**, which will be paid by the title company to Seller in the event Buyer breaches this Contract as provided in Article VII of this Contract. At the closing, the Escrow Deposit will be paid over to Seller and applied to the cash portion of the sales price, provided, however, that in the event the Buyer has given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Buyer, cannot be satisfied, as provided for in Article III, then the Escrow Deposit will be immediately returned by the title company to Buyer.

ARTICLE VI
BREACH BY SELLER

If Seller fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the Property for any reason, except Buyer's default, Buyer may: (1) enforce specific performance of this Contract; (2) request that the Escrow Deposit be returned by the title company to Buyer; or (3) bring suit for damages against Seller.

ARTICLE VII
BREACH BY BUYER

In the event Buyer fails to consummate the purchase of the Property, if Seller is not in default under this Contract, Seller will have the right to receive the Escrow Deposit from the title company, as liquidated damages for the failure of Buyer to perform the duties imposed on it by the terms of this Contract as total damages and as Seller's only remedy under this Contract in the event of Buyer's default.

ARTICLE VIII
MISCELLANEOUS
Survival of Covenants

(a) Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Contract, will survive the closing.

Notice

(b) Any notice required or permitted to be delivered under this Contract will be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to either Seller or Buyer, as appropriate, at the address set forth opposite the signature of that party.

Texas Law to Apply

(c) This contract will be construed in accordance with the laws of the State of Texas, and all obligations of the parties created under this Contract are performable exclusively in Harris County, Texas, which shall be the exclusive venue for any litigation or proceeding hereunder.

Parties Bound

(d) This contract will be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, as permitted by this Contract.

Legal Construction

(e) In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Contract, which will be construed as if the invalid or unenforceable provision had never existed.

Prior Contracts Superseded

(f) This contract constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

Time of Essence

(g) Time is of the essence in this contract.

Memorandum of Contract

(h) On request of either party, both parties will promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

(i) In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Buyer is advised that it should be furnished with or obtain a policy of title insurance

or Buyer should have the abstract covering the Property examined by an attorney of Buyer's own choosing.

Time Limit

(j) In the event a fully executed copy of this Contract has not been returned to Buyer by January 23, 2018, at 5:00 P.M., Buyer will have the right to terminate this contract on written notice to Seller.

Date: January 8, 2018

SELLER:

By: George D. Rogers
Name GEORGE D. ROGERS
Title: Owner/Seller/Authorized Representative

BUYER:

CITY OF SEABROOK

By: Gayle Cook
Name: Gayle Cook
Title: City Manager
City of Seabrook, Texas



Agenda Briefing

Date of Meeting: 2/20/2018

Submitting Department: Emergency Management

Date Submitted: 2/12/2018

Prepared By: Charles J. Galyean

Presenter: Charles J. Galyean

Will there be a guest/visitor presenter who is not an employee?: ☐ Yes ☒ No

What is this person's first and last name and affiliation to this item?:

Subject: Public Safety Task Force Purchase List

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing ☒ Discussion & Direction

Executive Summary: The Public Safety Fund collected funds from the previous fiscal year and these funds are to enhance the ability of Public Safety. These items on the list year will enhance that ability through training, response and planning for any future event that could impact the City of Seabrook. The Public Safety Task force is asking for the approval of the amount of \$93,000.00 for the purchases of the items that were approved by the Public Safety Task Force to enhance the Public Safety of the City of Seabrook

Background/Issue (What prompted this need?): These items will be purchased through the Public Safety fund which is a optional fee that is placed on the water bill. The funds that are collect during the previous year are carried over minus a 10% (reserves) and the remaining funds can be spent on equipment or services that enhance Public Safety (Public Works, Police Department, Fire Department, EMS and Emergency Managemen).

Budget Analysis/Funding Comments: During the Fiscal Year of 2017 the Fund collected \$104,818 and with the 10% reserve taken out that leaves aBudget amount of \$94,336.

Expenditure Required: \$93,000.00

Budgeted Amount: \$94,336.00 **Source of Funds/Funding Account:** Public Safety Fund

Not Budgeted: If approved, the following will be included in the next Budget Amendment and \$ will be added to Revenue Account: and \$ added to Expenditure Account:

1295 Form Required? ☐ Yes ☐ No

Name of Applicant (if applicable) :

Legal Description/Location (if applicable):

Supporting Materials Attached:

1. Public Safety Fund Summary
2. List of Expenditures
3. Expenditure request From Public Safety Task Force
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

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.

Recommended Placement on Agenda: New Business

Recommended Action: Approve the expenditures in the amount of \$93,000.00 for the Public Safety Task Force.

Reviewed by Department Director, if applicable ☒

Reviewed by Finance Director, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☐

Public Safety Year	Amount Collected	Amount in Reserves	Amount to Spend
FY 2011	\$ 86,858.53	\$ 8,685.85	\$ 78,172.68
		\$ -	\$ -
FY 2012	\$ 92,092.25	\$ 9,209.23	\$ 82,883.03
		\$ -	\$ -
FY 2013	\$ 95,140.33	\$ 9,514.03	\$ 85,626.30
		\$ -	\$ -
FY 2014	\$ 96,813.00	\$ 9,681.30	\$ 87,131.70
		\$ -	\$ -
FY 2015	\$ 98,000.00	\$ 9,800.00	\$ 88,200.00
		\$ -	\$ -
FY 2016	\$ 101,602.00	\$ 10,160.20	\$ 91,441.80
		\$ -	\$ -
FY 2017	\$ 104,818.18	\$ 10,481.82	\$ 94,336.36
Total	\$ 570,506.11	\$ 67,532.43	

Public Safety Year	Budgeted Amount	Actual Expenses	Savings/Overage
FY 2012	\$ 78,172.68	\$ 58,878.00	\$ 19,294.68
			\$ -
FY 2013	\$ 82,883.03	\$ 69,775.22	\$ 13,107.81
			\$ -
<u>FY 2014</u>	\$ 85,626.30	\$ 85,134.53	\$ 491.77
			\$ -
<u>FY 2015</u>	\$ 87,131.70	\$ 59,325.28	\$ 27,806.42
			\$ -
<u>FY 2016</u>	\$ 88,200.00	\$ 80,740.82	\$ 7,459.18
			\$ -
FY 2017	\$ 91,441.80	\$ 152,196.72	\$ (60,754.92)
			\$ -
FY 2018	\$ 94,336.36	\$ -	\$ 94,336.36
Reserves			\$ 67,532.43
Reserve Balance	\$ 67,532.43	\$ 13,603.84	\$ 53,928.59
Account Balance			\$ 169,273.72
Available			\$ 101,741.29

2018 Public Safety Fund Budget

Item	Agency	Amount / \$94,000.00 (Budget)	
Verizon Tablets for EOC -- These would be tablets that are assigned to the EOC for use in gather information after an incident. They will be used by the Damage assessment teams for Critical Infrastructure and Damage assessment for residential and businesses throughout the City	OEM	\$ 4,000.00	
Motorola VHF Pagers -- The Seabrook Volunteer Fire Department works off a VHF paging system for the tone out for the Fire Fighters. This will be used to replace 30 pagers that end of life.	SVFD	\$ 15,000.00	
Rescue Dry Suits -- Dry Suits will be used by Seabrook Volunteer Fire Department to perform water rescues during times of bad weather or contaminated water.	SVFD	\$ 6,000.00	
External Defibrillators PW Complex and Fire Department -- The Seabrook Volunteer Fire Department needs to replace 5 AED's that are currently on the trucks and also we need to add 2 to the Public Works Facility, for a total of 7. One of the PD Mobile units will be used in the Animal Control Facility.	OEM/SVFD	\$ 18,000.00	
GIS Licensing and Computer & Plotter -- This will provide a Desk top License for the City of Seabrook to perform in House GIS work. Also a Computer and a Color Plotter for the GIS work station. The Plotter comes with a 3 year maintenance agreement.	OEM/PW	\$ 14,000.00	
School Zone Beacons -- To finish out the school zones two signs need to be added to the First street section of the school.	City Manager/Public Works	\$ 9,000.00	

BayCERT Tent -- A 10X10 Canopy tent with the BayCERT Logo printed on the canopy. Can be used in several events as well as any activation.	Cert	\$ 1,200.00	
--	------	-------------	--

ALPR -- This is an Automatic License Plate Reader for the Seabrook Police Department. Will be attached to one of the patrol vehicles.	SBPD	\$ 20,000.00	
--	------	--------------	--

Non CO2 training Guns -- These will be used on the simulator system that was purchased last year through the fund. These will be training guns only and can replace the duty firearm once that training is complete.	SBPD	\$ 800.00	
---	------	-----------	--

RAD Gear Rape Defense -- Rape Aggressive Defense Gear and Suit. This will provide for the ability to train individuals. The Police Department currently has two instructors.	SBPD	\$ 5,000.00	
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Total Amount		\$ 93,000.00	
---------------------	--	--------------	--

Amount Remaining in 2018 Budget		\$ 1,336.36	
--	--	-------------	--

Here is a list of items that was developed form the Public Safety Task Force Meeting. What we need to do now is come up with the priority list from top to bottom. Currently in this years budget is around the amount of \$94,000.00. Thank You and I will be requesting these back after the first of the year.

Public Safety Fund Purchase Plan Request Form

Date of Request:

01/17/2018

1/24/2018

Submitter:

Charles J. Galyean

Presenter:

Charles J. Galyean

Description/Subject:

Verizon Tablets for EOC

Purpose/Need:

-- These would be tablets that are assigned to the EOC for use in gather information after an incident. They will be used by the Damage assessment teams for Critical Infrastructure and Damage assessment for residential and businesses throughout the City

Estimated Cost:

\$ 4,000.00

Impacted Parties:

Seabrook OEM and others associated with the EOC

Miscellaneous Comments:

Task Force Approved YES NO

DATE:

1/24/2018

Seabrook Police Department

Yes SA No

Seabrook Volunteer Fire Department

Yes ND No

Seabrook Office of Emergency Management

Yes est No

Seabrook Public Works

Yes VP No

Clear Lake Emergency Medical Corps

Yes RH No

Citizens Emergency Response Team

Yes nh No


Chairman Signature

DATE:

1/24/2018

Number	Device	Cost	Months	1 gb	2 gb	5 gb	Unlimited
5	Asus ZenPad Z10	\$ 129.99		\$ 649.95	\$ 649.95	\$ 649.95	\$ 649.95
5	Bobj Rugged Cover for ASUS ZenPad Z10	\$ 24.00		\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00
1	Box Carrying Case Charger	\$ 600.00		\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
5	1 gb	\$ 17.00	12	\$ 1,020.00			
5	2 gb	\$ 23.00	12		\$ 1,380.00		
5	5 gb	\$ 35.00	12			\$ 2,100.00	
5	Unlimited	\$ 37.99	12				\$ 2,279.40
Total				\$ 2,293.95	\$ 2,653.95	\$ 3,373.95	\$ 3,553.35

Public Safety Fund Purchase Plan Request Form

Date of Request:

01/17/2018

1/24/2018

Submitter:

Nathan Douglas

Presenter:

Nathan Douglas

Description/Subject:

Motorola VHF Pagers

Purpose/Need:

-- The Seabrook Volunteer Fire Department works off a VHF paging system for the tone out for the Fire Fighters. This will be used to replace 30 pagers that end of life.

Estimated Cost:

\$ 15,000.00

Impacted Parties:

SVFD for the paging out of Firefighters on calls. This will allow more firefighters to have the pager instead of a radio.

Miscellaneous Comments:

Task Force Approved YES NO

DATE: 1/24/2018

Seabrook Police Department

Yes SD No

Seabrook Volunteer Fire Department

Yes ND No

Seabrook Office of Emergency Management

Yes OS No

Seabrook Public Works

Yes PS No

Clear Lake Emergency Medical Corps

Yes RT No

Citizens Emergency Response Team

Yes RM No

Ch. J. [Signature]
Chairman Signature

DATE: 1/24/2018

G-Series P25 Voice Paging Solutions

G4 Industry First P25 Voice Pager

Supports

P25 Trunking
P25 Conventional
Conventional

Available In
700-800MHz



G5 Industry First Dual Band P25 Voice Pager

Supports

Analog 2-Tone Conventional
P25 Trunking
P25 Conventional

Available In
UHF & 700-800MHz
VHF & 700-800MHz



Both Models Feature:

Up to 256 Channels
IP67 RATING Waterproof & Dustproof
Submersible up to 3ft for 30 Minutes
High Impact Resistant Color Screen
Rugged Housing
2 Year Standard Warranty/ 3 Year Addition Available

Custom Wav File Alerts
Out of Range Alert
Text Messaging/ Image Transfer
Bluetooth
32 Minutes Voice Storage
32 Minutes Voice Memo

Public Safety Fund Purchase Plan Request Form

Date of Request:

01/17/2018

1/24/2018

Submitter:

Nathan Douglas

Presenter:

Nathan Douglas

Description/Subject:

Rescue Dry Suits

Purpose/Need:

-- Dry Suits will be used by Seabrook Volunteer Fire Department to perform water rescues during times of bad weather or contaminated water.

Estimated Cost:

\$ 6,000.00

Impacted Parties:

SVFD and all parties that have to deal with the rescue efforts

Miscellaneous Comments:

Task Force Approved YES NO

DATE:

1/24/2018

Seabrook Police Department

Yes for No

Seabrook Volunteer Fire Department

Yes NO No

Seabrook Office of Emergency Management

Yes yes No

Seabrook Public Works

Yes VP No

Clear Lake Emergency Medical Corps

Yes RH No

Citizens Emergency Response Team

Yes rh No

Ch. J. Self
Chairman Signature

DATE:

1/24/2018

Public Safety Fund Purchase Plan Request Form

Date of Request:

01/17/2018

1/24/2018

Submitter:

Charles J. Galyean

Presenter:

Charles J. Galyean

Description/Subject:

External Defibrillator's PW Complex and Fire Department

Purpose/Need:

-- The Seabrook Volunteer Fire Department needs to replace 5 AED's that are currently on the trucks and also we need to add 2 to the Public Works Facility, for a total of 7. One of the PD Mobile units will be used in the Animal Control Facility.

Estimated Cost:

\$ 18,000.00

Impacted Parties:

Public Works, Fire Department, animal control

Miscellaneous Comments:

Task Force Approved YES NO

DATE:

1/24/2018

Seabrook Police Department
Seabrook Volunteer Fire Department
Seabrook Office of Emergency Management
Seabrook Public Works
Clear Lake Emergency Medical Corps
Citizens Emergency Response Team

Yes	<u>SA</u>	No	_____
Yes	<u>MS</u>	No	_____
Yes	<u>CS</u>	No	_____
Yes	<u>VP</u>	No	_____
Yes	<u>RH</u>	No	_____
Yes	<u>KL</u>	No	_____

Ch J Galyean
Chairman Signature

DATE:

1/24/2018

Your Cart

ITEM	DESCRIPTION	EACH	QTY	TOTAL	
	Physio-Control LIFEPAK 1000 Value Package [+] View list of options I selected	\$2,510.50	7	\$17,573.50	

Coupon Code? Enter it here:

[Apply Coupon](#)

[Recalculate](#) 

☐ Show gift options during checkout

Calculate Shipping (optional)

Country:

State:

Zip / Postal Code:

Type Of Address*: ☐ Residential
☐ Business

[Calculate Shipping](#)

Tax: \$0.00

Total: \$17,573.50

What's Included:

- Brand New LIFEPAK 1000 with 5-Year Warranty
- Two Sets of QUIK-COMBO REDI-PAK Electrode Pads
- Battery PAK (4-Year Lithium Battery)
- User's Manual and Quick-Start Guide
- Semi-Rigid Carrying Case
- Heartsmart AED Wall Cabinet w/standard alarm (HST-CAB02)
- Heartsmart AED Projection Wall Sign (2-Way) (HST-WS01)
- AMBU Brand CPR/AED Rescue Kit
- Medical Prescription/Authorization
- Heart Smart Inspection / Maintenance Tag (HST-ACC01)
- Heart Smart "AED Equipped Facility" Decal (HST-ACC02)
- UPS Ground Shipping (lower 48 states only)
- Lifetime AED Program Management ([More Info](#))

Physio-Control LIFEPAK 1000 Defibrillator Value Package

Our LIFEPAK 1000 Defibrillator Value Package features everything we offer with our [Basic Package](#) and more. This LIFEPAK AED package also includes an alarmed AED wall cabinet and an AED wall sign to properly and visibly store your LIFEPAK AED safely in view for all potential rescuers to see and identify. This Physio AED package is perfect for any professional rescuer yet easy enough that at an inexperienced responder could successfully use. The LIFEPAK 1000 AED is also rugged and durable making it suitable for industrial and aquatic environments as well as first responders such as police, fire and EMS and military.



Public Safety Fund Purchase Plan Request Form

Date of Request:

01/17/2018

1/24/2018

Submitter:

Charles J. Galyean

Presenter:

Charles J. Galyean

Description/Subject:

GIS Licensing and Computer & Plotter

Purpose/Need:

GIS Licensing and Computer & Plotter -- This will provide a Desk top License for the City of Seabrook to perform in House GIS work. Also a Computer and a Color Plotter for the GIS work station. The Plotter comes with a 3 year maintenance agreement.

Estimated Cost:

\$ 14,000.00

Impacted Parties:

City Wide

Miscellaneous Comments:

Task Force Approved YES NO

DATE:

1/24/2018

Seabrook Police Department

Yes RM No

Seabrook Volunteer Fire Department

Yes RM No

Seabrook Office of Emergency Management

Yes RM No

Seabrook Public Works

Yes RM No

Clear Lake Emergency Medical Corps

Yes RM No

Citizens Emergency Response Team

Yes RM No

Ch J Galyean
Chairman Signature

DATE:

1/24/2018

Public Safety Fund Purchase Plan Request Form

Date of Request:

01/17/2018

1/24/2018

Submitter:

Charles J. Galyean

Presenter:

Charles J. Galyean

Description/Subject:

School Zone Beacons

Purpose/Need:

-- To finish out the school zones two signs need to be added to the First street section of the school.

Estimated Cost:

\$ 9,000.00

Impacted Parties:

City Wide

Miscellaneous Comments:

Task Force Approved YES NO

DATE:

1/29/2018

Seabrook Police Department

Yes SM

No

Seabrook Volunteer Fire Department

Yes MD

No

Seabrook Office of Emergency Management

Yes QPS

No

Seabrook Public Works

Yes VP

No

Clear Lake Emergency Medical Corps

Yes RH

No

Citizens Emergency Response Team

Yes hh

No

Ch J Galyean
Chairman Signature

DATE:

1/24/2018

Public Safety Fund Purchase Plan Request Form

Date of Request:

01/17/2018

1/24/2018

Submitter:

Ronica Hall

Presenter:

Ronica Hall

Description/Subject:

BayCERT Tent

Purpose/Need:

-- A 10X10 Canopy tent with the BayCERT Logo printed on the canopy. Can be used in several events as well as any activation.

Estimated Cost:

\$ 1,200.00

Impacted Parties:

BayCert and any agency on location in activation

Miscellaneous Comments:

Task Force Approved YES NO

DATE: 1/24/2018

Seabrook Police Department

Yes gm No

Seabrook Volunteer Fire Department

Yes NO No

Seabrook Office of Emergency Management

Yes 224 No

Seabrook Public Works

Yes VP No

Clear Lake Emergency Medical Corps

Yes RA No

Citizens Emergency Response Team

Yes rw No

Ch. J. [Signature]
Chairman Signature

DATE: 1/24/2018

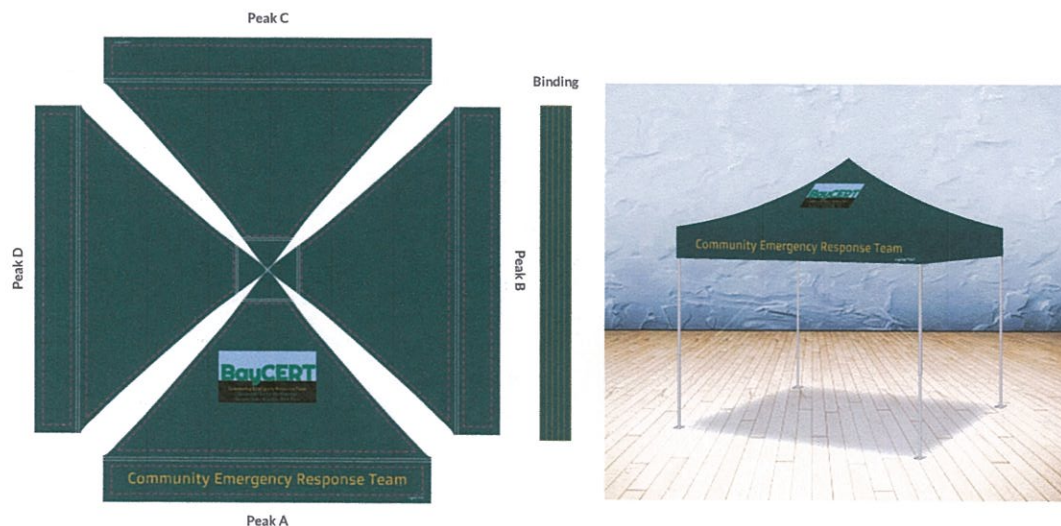
PRODUCTION SKETCH.

mightyTENT®
10'x10' Series 30 USA
(10% Scale)

Job Name: Community Emergency Response Team Job Number: 1751804T



***ATTENTION CUSTOMER*:** Please review your sketch carefully, paying special attention to spelling, grammar, print locations, finish sizes and safety lines. Once a sketch is approved, TentCraft begins production on your order exactly as shown in the approved sketch. Any changes requested post-approval are subject to additional fees and production timelines. The 3/4 view shown below is for conceptual purposes only.



Job# 1751804T-1 Quantity: 1pc
10' ROOF VALANCE - PRINTABLE THERMAL
FINISH SIZE: 5.4"h x 100"w

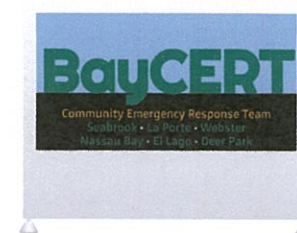
Job# 1751804T-2 Quantity: 1pc
10' ROOF PEAK - PRINTABLE THERMAL
FINISH SIZE: 18.4"h x 35"w



Please confirm proper Pantone colors.
Note: mightyTent Logo Prints on 2 Opposite Valances.



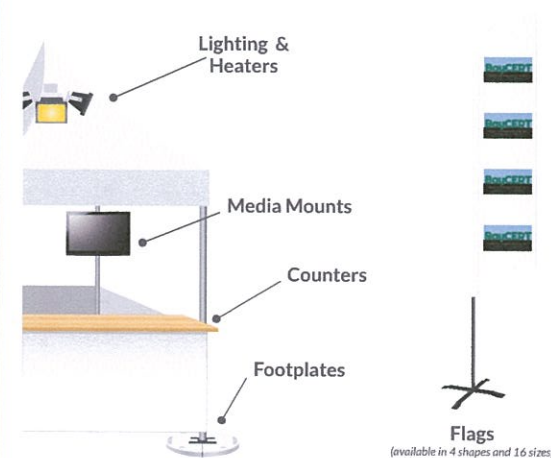
Retractable Banner



Media Wall



Table Cover



Ask us about these
exciting add-ons!

Community Emergency Response Team- 10x10 Mighty | QUOTE

Quote Prepared By Scott Zolinski
(231) 346-8679
szolinski@tentcraft.com

Job # 1751804T

Quote Date 10/10/2017 4:28 PM

Expires On 11/9/2017

Terms of Payment 100% Payment

PRODUCT	DESCRIPTION	PRICE	QTY	TOTAL
10' x 10' mightyTENT USA Frame	"- 30 mm (1.18") Professional Grade Anodized Aluminum Frame - Warranty and Support: 2 year manufacturer's guarantee"	\$542.00	1	\$542.00
10' x 10' mightyTENT USA Roof	500 Denier Fire, Water, Mildew and UV-Resistant Polyester Canopy	\$350.00	1	\$350.00
mightyTent Stake Kit - 4 stakes		included	1	\$0.00
10x10 mightyTENT Transit Bag		included	1	\$0.00
10' Peak Print		\$160.00	1	\$160.00
10' Valance Print		\$80.00	1	\$80.00
Shipping - FedEx Ground Service		\$45.85	1	\$45.85

This estimate reflects common printing dimensions for your specific configuration.
Final totals subject to change based on customer-approved final artwork.
Shipping is additional unless otherwise noted and is due with applicable tax when your job ships.
Purchase Order numbers are required for all jobs being purchased on payment terms.
Production time is approximately 1 week from order and artwork approval.

Subtotal	\$1,177.85
Tax	
Grand Total	\$1,177.85

MEET YOUR TentCraft TEAM

Scott Zolinski
Sales Genius
(231) 346-8679
szolinski@tentcraft.com



Allison Dodge
Artist Extraordinaire
(231) 346-8654
adodge@tentcraft.com



Nicole Falkiewicz
Project Manager
nfalkiewicz@tentcraft.com

Public Safety Fund Purchase Plan Request Form

Date of Request:

01/17/2018

1/24/2018

Submitter:

Chief Wright

Presenter:

Chief Wright

Description/Subject:

ALPR

Purpose/Need:

To assist the department in criminal apprehension, crime prevention, traffic enforcement and traffic management. Prepare for SH146 project

Estimated Cost:

\$ 20,000.00

Impacted Parties:

Community, commuters

Miscellaneous Comments:

Task Force Approved YES NO

DATE:

1/24/2018

Seabrook Police Department

Yes 5m No _____

Seabrook Volunteer Fire Department

Yes ND No _____

Seabrook Office of Emergency Management

Yes CE No _____

Seabrook Public Works

Yes YH No _____

Clear Lake Emergency Medical Corps

Yes RH No _____

Citizens Emergency Response Team

Yes rh No _____


Chairman Signature

DATE:

1/24/2018



Mobile-Vision, Inc.

Automatic License Plate Recognition Systems

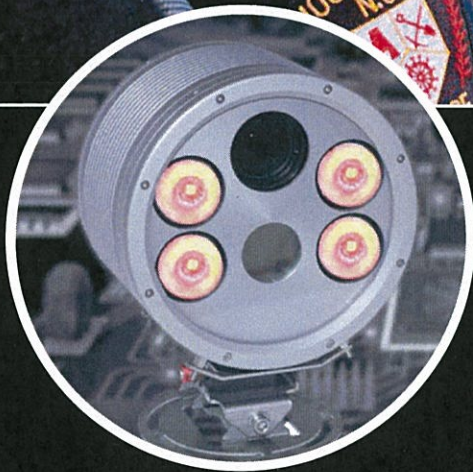
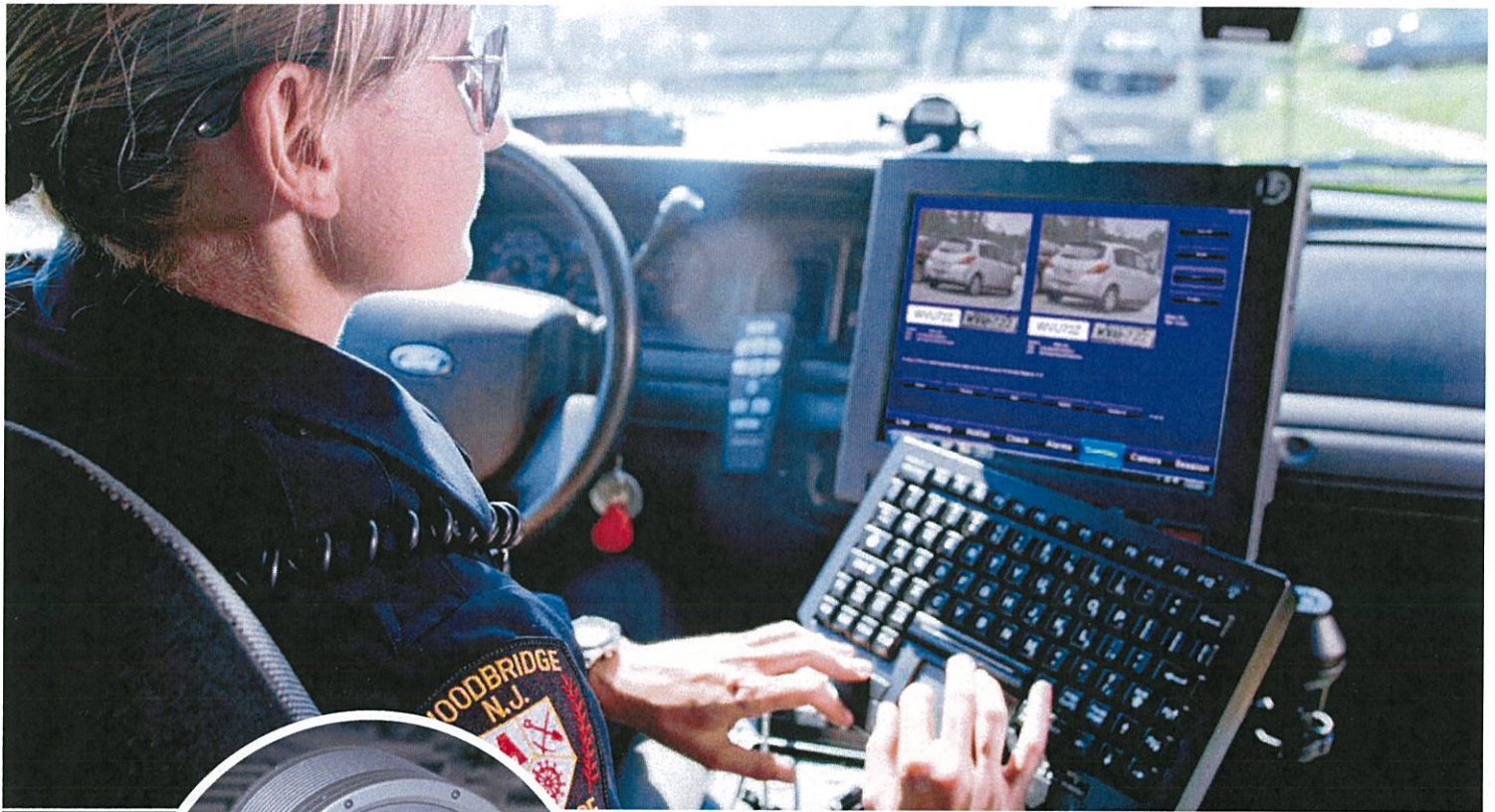
Fixed



Portable



Mobile



L-3's AlertVU™ Automatic License Plate Recognition system for fixed, portable and mobile applications captures license plate information — even in the most difficult conditions — to help keep our communities safe.

Learn more at:

www.mobile-vision.com/ALPR

Capture The Evidence.
Capture The Truth.

ALERTVU™

Advanced License Plate Recognition Technology

Innovative technology that enables plate reads in difficult conditions and at tough angles.

Instant Interagency Data Sharing

Capable of sharing data with relevant agencies on a local and national level.

Flexible Mounting and Locations

LPR cameras can be positioned almost anywhere — not just on a pole.

Investigative Analytics

Identifies patterns of possible criminal activity and performs customized analytic searches.

Remote Management

Manage, adjust and communicate to field equipment without leaving the agency.



Fixed

- Plate reads at odd angles & lighting
- Flexible locations & mounting options
- Remote system management
- Real-time smart alerts



Portable

- Portable & self-contained unit
- Flexible geo-fencing
- Turnkey "kit" versions
- Easy setup



Mobile

- Read thousands of plates per day
- Integration with any mobile data computer
- Incorporate up to five cameras per vehicle
- Use with highway interdiction, parking lot patrol and neighborhood patrol



Mobile-Vision, Inc.

Capture The Evidence.
Capture The Truth.

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90 Fanny Road • Boonton, NJ 07005



800.336.8475



Sales.MVI@L-3com.com



www.Mobile-Vision.com

Sean Wright

From: Lee, Mitch @ PRG - MVI [mitch.lee@L3T.com]
Sent: Thursday, January 18, 2018 9:56 AM
To: Sean Wright
Cc: Michael LaFosse
Subject: RE: Seabrook ALPR
Attachments: AlertVU_LPR_Overview_Flyer.pdf

Chief,

Thanks for the recent inquiry. We offer Mobile, Trailer and Fixed LPR systems. Here is some updated information/pricing on our LPR systems. I will start working on a quote

Mobile LPR

- Mobile systems
 - 1-camera LPR system (18x front color camera) - \$6,255/system (highway/side streets/parking lots – BUT MAINLY A DAY TIME CAMERA)
 - 2-camera LPR system (1-Rapier 30 camera and 1-IR Parking camera) - \$10,755/system (highway/side streets/parking lots)
 - 2-camera LPR system (Rapier 30 cameras) - \$12,555/system (highway/side streets)
- (OPTIONAL) Sierra GX450 - \$719.10
- Vehicle install – dependent on vehicle, location, etc.

Trailer LPR

- 2-camera LPR system (Rapier 50) - \$41,355/trailer
 - FYI. I have had the trailer running at a site for over 8+ weeks in San Antonio.

Back office

- AlertVu software - \$2,250 (Customer provided server)
- On-site software config/training/etc. - \$1,912.50/day



License Plate Recognition systems

- Industry leading recognition engine – Plate Finder at 500 finds/second and OCR at 300 plates/second.
- Integration with Incode, Brazos Tech electronic ticket writers (Parking Enforcement), etc.

- Data Sharing module available – for sharing data across agencies regardless of vendor.



- Fixed LPR systems

- Systems provide solutions for the complete range of applications such as: Access Control, Traffic Monitoring, Parking Lot Access, Homeland Security, etc.
- **AlertVU** system can frequently be positioned to capture 1-2 lanes of traffic concurrently through the single camera system (camera does NOT have to be over a lane of traffic).



- Mobile LPR systems (Parking Enforcement module available)

- Covertly mounted cameras for patrol/traffic
- **NEW.** Dual color/IR camera.
 1. Zoom able from 3 to 20 Meters: Perfect for long range interdiction missions.
 2. Flexible Operating Bands (White Light, 740nm, 850nm, 870nm, 940nm): Enables effective operation on "hard to read plates".
 3. Very low light level color overview camera (Lux 0.2 color down to 0.004 Black/White): Allows for an usable overview image to be captured in starlight conditions. In most systems the color overview camera becomes virtually useless after sunset.



- Portable LPR systems

- Speed and event trailers. Bait cars.

Regards,



Mobile-Vision, Inc.

Mitch Lee

Regional Sales Manager – AR/LA/South TX

C: 973-856-2492

<http://www.L3T.com/mv>

You can also contact my Inside Account Manager, Valerie McKenna.
800-336-8475 ext. 115
Valerie.McKenna@L3T.com

SERVICE: 800-336-8475 or DESsupport.MVI@L3T.com (back office software and hardware) or Service.MVI@L3T.com
(in-car equipment)

RMA REQUESTS: Need something sent in for repair or service? Simply log into our new RMA Portal and complete the Online Return Authorization Form.

Do you know about our...

Automatic License Plate Readers in

[Fixed](#) | [Portable](#) | [Mobile](#)

From: Sean Wright [mailto:swright@seabrooktx.gov]
Sent: Thursday, January 18, 2018 9:15 AM
To: Lee, Mitch @ PRG - MVI <mitch.lee@L3T.com>
Cc: Michael LaFosse <mlafosse@seabrooktx.gov>
Subject: [EXT] Seabrook ALPR

Mitch,

Does L3 supply automated license plate readers (ALPR)? We are looking into funding 3 devices. 1 device external for a 2016 Tahoe. 1 device for a 2017 Ford SUV patrol unit (slick top) and one portable to place on different road ways. If possible can you provide me information on the products including the back end software and a quote.

Thanks

Sean A. Wright
Chief of Police
Seabrook Police Department
1400 Cook Street
Office: (281) 291-5609
swright@seabrooktx.gov

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Beginning April 1, 2018, L3 Technologies, Inc. will discontinue the use of all @L-3Com.com email addresses. To ensure delivery of your messages to this recipient, please update your records to use mitch.lee@L3T.com.

Public Safety Fund Purchase Plan Request Form

Date of Request:

01/17/2018

1/24/2018

Submitter:

Sean Wright

Presenter:

Sean Wright

Description/Subject:

Non CO2 training Guns

Purpose/Need:

Non CO2 training Guns -- These will be used on the simulator system that was purchased last year through the fund. These will be training guns only and can replace the duty firearm once that training is complete.

Estimated Cost:

\$ 800.00

Impacted Parties:

Seabrook Police Department

Miscellaneous Comments:

Task Force Approved YES NO

DATE:

1/24/2018

Seabrook Police Department

Yes SM No _____

Seabrook Volunteer Fire Department

Yes NO No _____

Seabrook Office of Emergency Management

Yes CEM No _____

Seabrook Public Works

Yes SPW No _____

Clear Lake Emergency Medical Corps

Yes RA No _____

Citizens Emergency Response Team

Yes CR No _____

Ch. 9
Chairman Signature

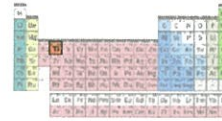
DATE:

1/24/2018



Training Corp.

The Strongest Element in Training



2) VRG-HG Inert Replica Handgun with Laser \$400ea		\$800
TOTAL		\$800
Shipping: There is no additional charge for shipping. Shipping is FOB destination.		
Terms: FOB: Destination Delivery: 30-45 days Warranty: 12 Months from delivery.		

“The Strongest Element in Training”

Public Safety Fund Purchase Plan Request Form

Date of Request:

01/17/2018

1/24/2018

Submitter:

Chief Wright

Presenter:

Chief Wright

Description/Subject:

R.A.D. Gear Rape Defense Program

Purpose/Need:

The PD has two trained and certified officer to teach the community based program. The program is geared towards rape defense. Other local agencies participate in the program. The purchase is for the instructor and participant equipment.

Estimated Cost:

\$ 5,000.00

Impacted Parties:

Police, City Staff, Community at large

Miscellaneous Comments:

quote may change due to issue date

Task Force Approved ☒ YES ☐ NO

DATE:

1/24/2018

Seabrook Police Department
Seabrook Volunteer Fire Department
Seabrook Office of Emergency Management
Seabrook Public Works
Clear Lake Emergency Medical Corps
Citizens Emergency Response Team

Yes	<u>SM</u>	No	_____
Yes	<u>ND</u>	No	_____
Yes	<u>CA</u>	No	_____
Yes	<u>RP</u>	No	_____
Yes	<u>RA</u>	No	_____
Yes	<u>RV</u>	No	_____

Ch. J. Wright
Chairman Signature

DATE:

1/24/2018



R.A.D. SYSTEMS INSTRUCTOR TRAINING GEAR

(Call Headquarters for Aggressor and Student Suit Sizing 225-791-4430)

NEW PRICING EFFECTIVE AUGUST 1, 2012

R.A.D. Aggressor Suit (Black)	RADAGGB	\$1300.00	NEW Training Revolver	TRNREV	\$45.00
Student Suit (Black)	STUCOMBB	\$300.00	NEW Training Semi Auto	TRNAUTO	\$45.00
— Sim Equipment Package (Black)	PKGB	\$2900.00	NEW Training Razor Knife	TRNRZR	\$15.00
(1 R.A.D. Aggressor Suit, 6 Student Suits & 2 Large Equip Bags)			NEW Training Knife	TRNKNF	\$15.00
Student Body Guards Only	BGSSRC340	\$175.00	<i>(TRNREV, AUTO, RZR & KNF for WDS Instructors ONLY)</i>		
— R.A.D. Impact Shield	RADS	\$140.00	NEW Advertising Posters	PST2	\$20.00
<i>*(Oversize shipping applies)</i>			— Instructor Shirt (Red Embroidered)	2005	\$35.00
— R.A.D. Impact Target	RADT	\$50.00	Student T-Shirt (Black & White on Tan)	1006	\$20.00
— R.A.D. Training Mat (4x8)	RADM	\$280.00	Long Sleeved Aggressor Shirt	1015	\$35.00
<i>*(Oversize shipping applies)</i>			<i>(Silver and White on back, left chest and left sleeve)</i>		
Large R.A.D. Equipment Bag	EPB120	\$110.00	Disinfectant Spray	DISSP	\$8.00
R.A.D. Awareness Bracelets	RADBR	\$50.00	— Extender Straps	EXT	\$16.00
<i>(Red/Black) Pack of 50</i>			— Repair Kit	RPR	\$22.00

Qty	Product #	Item Description	Size	Unit Price	Total
1	PKGB	Sim equipment package		2900	2900
3	RADS	RAD impact shield		140	420
3	RADT	RAD impact targets		50	150
2	EXT	Extender straps		16	32
2	RADM	RAD training mats		280	560
2	2005	Instructor Shirts	Lg	35	70
1	RPR	Repair Kit		22	22

Shipping and Handling (S/H)

\$0.00 to \$150.00 \$10.00 \$150.01 and Up 7% of Order

***Oversize Shipping Charge - \$20.00 for 1st shield/mat; \$10.00 each additional**

****International Orders - Please call for Shipping Charge**

Ship to address (No P.O. Boxes Please):

Name: Kim Douglas

Organization: Seabrook PD

Address: 1400 Cook

City/State/Zip: Seabrook, Tx 77586

Daytime Phone: 281 291 5751

Credit Card: Nmb: _____

Email for Receipt: Kdouglas@seabrooktx.gov

**Prepayment
Required
For
Delivery**

Subtotal: 4154.⁰⁰

**S/H: 290.⁷⁸

*Ovrsz S/H: 70.⁰⁰

Total: \$4514.⁷⁸

Mail to: **R.A.D. Systems**
1406 S Range Ave., Ste. 1
Denham Springs LA 70726
or
Fax to: **225-791-4431**

Exp: _____ CVV #: _____

Billing Zip Code: _____

R.A.D. Systems is not responsible and disclaims all liability for injuries and/or property damage that may be associated with the use of this equipment. User assumes all liability for risk involved with the use of any training equipment. If user/buyer does not wish to assume all such risk, to include serious bodily harm and/or death, please return unused equipment for a full refund within 30 days of purchase to R.A.D. Systems.

ACTION ITEM CHECK LIST

#	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
33	OPEN/IN WORK	9/26/17	Staff	3.3	Provide periodic updates on grant admin