



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, MARCH 5, 2024 - 6:00 PM**

For city information visit www.seabrooktx.gov
For Agenda Center visit www.seabrooktx.gov/agendacenter

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY MARCH 5, 2024 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1ST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker, shall be limited to City business or City-related business or matters of general public interest, and shall not include any personal attacks. In accordance with the Texas Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

REGISTER ONLINE TO SPEAK IN PERSON DURING PUBLIC COMMENTS:

[www.seabrooktx.gov/speaker - registration](http://www.seabrooktx.gov/speaker-registration)

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

2. PRESENTATIONS

2.1 Presentation of Quarterly Update of the Seabrook Volunteer Fire Department. *Chief Nathan Douglas*

3. CONSENT AGENDA

3.1 Approve the minutes of the February 20, 2024 meeting.

3.2 Consider and take all appropriate action on Resolution 2024-08 Authorizing a Grant Application to the Harris County Precinct 2 Partnership 2024 Program.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE SUBMISSION OF APPLICATION TO 2024 HARRIS COUNTY PRECINCT 2 PARTNERSHIP PROJECTS PROGRAM

3.3 Consider and take all appropriate action on the second reading of Ordinance 2024-04, a request to amend the Seabrook City Code of Ordinance by revising Chapter 18 "Building and Building Regulations", more specifically, Section 18-121 "Building Code-Adoption", Section 18-122 "Same-Amendments", Subsection Ten (10) "Windstorm Standard"; and Section 18-123 "One-Family and Two Family Dwelling Code-Adopted", Section 18-124 "Same-Amendments", Subsection Six (6) "Windspeed", by modifying, the wind design standard from 155 miles per hour (Ultimate

Design Wind Speed), to 150 miles per hour (Ultimate Design Wind Speed).

AN ORDINANCE AMENDING THE SEABROOK CITY CODE OF ORDINANCE BY REVISING CHAPTER 18 "BUILDINGS AND BUILDING REGULATIONS", MORE SPECIFICALLY, SECTION 18-121 "BUILDING CODE – ADOPTED", SECTION 18-122 "SAME - AMENDMENTS", SUBSECTION TEN (10) "WINDSTORM STANDARD"; AND SECTION 18-123 "ONE-FAMILY AND TWO FAMILY DWELLING CODE – ADOPTED", SECTION 18-124 "SAME – AMENDMENTS", SUBSECTION SIX (6) "WINDSPEED", BY MODIFYING, THE WIND DESIGN STANDARD FROM 155 MILES PER HOUR (ULTIMATE DESIGN WIND SPEED), TO 150 MILES PER HOUR (ULTIMATE DESIGN WIND SPEED); PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

3.4 Consider and take all appropriate action on the second reading of Ordinance 2024-01, a request to amend the Code of Ordinances of the City of Seabrook, Appendix A, "Comprehensive Zoning", Article 4, "Special Use Regulation", by creating a new Section 4.27 entitled "Portable On-Demand Storage Container" to establish associated regulations.

AN AMENDMENT TO SEABROOK CODE OF ORDINANCE, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE IV, "SPECIAL USE REGULATIONS". BY CREATING A NEW SECTION 4.27 ENTITLED "PORTABLE ON-DEMAND STORAGE CONTAINER" ESTABLISHING ASSOCIATED REGULATIONS; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

3.5 Consider, and take all appropriate action on the second reading of Ordinance 2024-05, an amendment to the Seabrook City Code, Appendix A, "Comprehensive Zoning", Article 3, "Establishment of Zoning Districts and Associated Regulations", Section 3.02 "R-LD Low Density Single-Family Residential District", Section 3.03 "R-1 Single-Family Detached Residential District", Section 3.04 "R-2 Single-Family Detached Residential District (Small Lots)", Section. 3.05 "R-3 Medium Density Residential District", and Section 3.12 "OS Old Seabrook District" by creating a new Section titled "Outside Storage", establishing regulations concerning the outside placement of an item within the front yard of a residential use for a period more than seventy-two (72) hours during a twelve-month period.

AN AMENDMENT TO SEABROOK CODE OF ORDINANCE, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE III, "ESTABLISHMENT OF ZONING DISTRICTS AND ASSOCIATED REGULATIONS", SECTION 3.02 "R-LD LOW DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT", SECTION 3.04 "R-2 SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT (SMALL LOTS)", SECTION 3.05 "R-3 MEDIUM DENSITY RESIDENTIAL DISTRICT", AND SECTION 3.12 "OS OLD SEABROOK DISTRICT", BY CREATING, A NEW SECTION TITLED "OUTSIDE STORAGE", ESTABLISHING REGULATIONS CONCERNING THE OUTSIDE PLACEMENT OF AN ITEM WITHIN THE FRONT YARD OF A RESIDENTIAL USE FOR A PERIOD OF MORE THAN SEVENTY-TWO (72) HOURS DURING A TWELVE (12) MONTH PERIOD; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

4. NEW BUSINESS

4.1 Consider and take all appropriate action on a recommendation by the Open Space and Trails Committee for the addition of Solar Lighting at Meador Park to the City's Capital Improvement Program under Park Projects, with an estimated project cost of \$77,000.00. *Gayle Cook, City*

Manager

5. OLD BUSINESS

5.1 Discuss, consider and take all appropriate action on establishing a new annual amount in the City's budget for Carothers Community Garden project from the City's Fiscal Year 2024 General Fund, including this as an item within the Operating and Management Agreement between the City of Seabrook and 501(c)(3) *Carothers Coastal Gardens*, and consideration of its uses. *Jackie Rasco, At-Large Position 1*

5.2 Discuss, consider and take all appropriate action on expanding the Carothers Community Garden to include the use of 502 Pine Gully, Carothers Guest House (Insurance TML# 118 Property and Contents), consideration of including this as an item within the Operating and Maintenance Agreement between the City of Seabrook and 501(c)(3), *Carothers Coastal Gardens*, for covered properties and contents, and consideration of its uses, days and times for the volunteers and the public, and any expenditures for bringing structure to code. *Jackie Rasco, At-Large Position 1*

5.3 Discuss, consider and take all appropriate action on expanding the Carothers Community Garden project area to include the entire use of 502A Pine Gully, Yellow Parks Building (Insurance TML#231 Property and Contents), consideration of including this as an item within the Operating and Maintenance Agreement between the City of Seabrook and 501(c)(3), *Carothers Coastal Gardens*, and consideration of insurance coverage for contents and any limitations to city coverage requirements. *Jackie Rasco, At-Large Position 1*

5.4 Discuss, consider and take all appropriate action on replacing a section of wooden fence with chain-link fence at 502A Pine Gully, within the Community Garden project and consider source of funding. *Jackie Rasco, At-Large Position 1*

5.5 Discuss, consider and take all appropriate action on the approval and cost of installation of new fiber internet directly to 502A Pine Gully, Yellow Parks Building (Insurance TML#231), for Carothers Community Garden project for 501(c)(3), *Carothers Coastal Gardens* to develop and lead classes. *Jackie Rasco, At-Large Position 1*

5.6 Discuss, consider and take all appropriate action on any and all requests from 501(c)(3), *Carothers Coastal Garden*, for amending the Operation and Maintenance Agreement previously heard by City Council on February 20, 2024.

1. Section 8a – Citizen Gardening Plots
2. Section 8b – Public Access to Community Garden
3. Section 8i – Facility Maintenance Responsibility
4. Section 8l – Facility Utilities Responsibility
5. Section 8r – Background Requirements for Volunteers

Gayle Cook, City Manager

5.7 Consider and take all appropriate action on the approval of a Carothers Community Garden Operations and Maintenance Agreement between the City of Seabrook and Carothers Coastal Gardens 501(c)(3) with consideration of inclusion of previously heard items. This item was previously heard on February 20, 2024. *Buddy Hammann, Mayor Pro Tem, At-Large Position 5*

6. DISCUSSION

6.1 Discussion and possible action regarding the appointment of a Charter Review Commission for recommendations to be considered by Council in 2024. *Gayle Cook, City Manager*

6.2 Discussion and possible action regarding flying the existing PVC pole American flags all year long on Main Street at the Bay Area Veterans Memorial. *Joe Machol, At-Large Position 6*

6.3 Discussion and possible action regarding raising the concrete sign at the Bay Area Veterans Memorial. *Joe Machol, At-Large Position 6*

7. ROUTINE BUSINESS

7.1 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, SH 146 Expansion Projects, Port of Houston Rail Spur, City of Seabrook CIP Projects, Economic Development Updates, and any City of Seabrook Grant Administration.

7.2 Establish future meeting dates and agenda items.

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

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

I certify that this notice was posted on the bulletin board on or before Friday, March 1, 2024 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





MEETING MINUTES
February 20, 2024
Regular Seabrook City
Council Meeting

Mayor Thom Kolupski called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Jackie Rasco, Rob Hefner, Tom Tollett, Mike Giangrosso, Buddy Hammann, and Joe Machol. Also in attendance were City Manager Gayle Cook, City Secretary Rachel Lewis, and Deputy City Manager Sean Landis. Mayor Thom Kolupski declared a quorum and pledges were conducted.

1. Public Comments and Announcements

The following citizens gave public comments:

NAME	ADDRESS	TOPIC
Morgan Neufeld	2233 LeBeau Lane	Carothers Gardens
Stephanie Hadley	1853 Aspen Lane	City Pool
Helen Hunt	1820 Belmar Lane	Stingrays Swim Team
Jason Gardner	2413 Cadian Lane	City Pool
Michael Perkins	1832 Harbor Crest	City Pool

1.1 Mayor, City Council and/or City Staff Announcements

Councilmember Rob Hefner announced the following community events:

- Bayside Little League Parade on March 2, 2024
- Crafts With a Cop on March 13, 2024
- Trail Run Event March 15, 2024 through March 17, 2024
- Trash Bash on March 23, 2024
- Easter Excursion on March 30, 2024
- Splash Pad opening on April 1, 2024
- DF95 Championships April 19, 2024 through April 21, 2024

2. Specific Public Hearing

2.1 Conduct a public hearing on a request to take all appropriate action on a request for approval of a Preliminary Planned Unit Development (PUD), to create, "5815 Old Hwy 146 Monroe Quiet Warehousing Project", comprising of two 23,980 square feet tilt wall constructed warehouses located on a 3.695-acre tract of land.

Deputy City Manager Sean Landis summarized the purpose of the Planned Unit Development.

The following citizens gave public comments:



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NAME	ADDRESS	TOPIC
Debra Harper	506 Baywood Drive	Truck Traffic Concerns

Mayor Kolupski closed the Public Hearing at 6:20 pm

- 2.2 Conduct a public hearing on a request to amend the Code of Ordinances of the City of Seabrook, Appendix A, "Comprehensive Zoning", Article 4, "Special Use Regulation", by creating a new Section 4.27 entitled "Portable On-Demand Storage Container" to establish associated regulations.**
Sean Landis presented the request and recommended text.

The following citizens gave public comments:

NAME	ADDRESS	TOPIC
Jason Gardner	2413 Cadian Lane	Requested waiver during natural disasters

Mayor Kolupski closed the Public Hearing at 6:29 pm.

- 2.3 Conduct a public hearing on a request to amend the Seabrook City Code of Ordinance by revising Chapter 18 "Building and Building Regulations", more specifically, Section 18-121 "Building Code-Adoption", Section 18-122 "Same-Amendments", Subsection Ten (10) "Windstorm Standard"; and Section 18-123 "One-Family and Two Family Dwelling Code-Adopted", Section 18-124 "Same-Amendments", Subsection Six (6) "Windspeed", by modifying, the wind design standard from 155 miles per hour (Ultimate Design Wind Speed), to 150 miles per hour (Ultimate Design Wind Speed).**
Sean Landis presented the requested revisions.

There were no public comments.

Mayor Kolupski closed the Public Hearing at 6:31 pm.

- 2.4 Conduct a public hearing on a request to an amendment to the Seabrook City Code, Appendix A, "Comprehensive Zoning", Article 3, "Establishment of Zoning Districts and Associated Regulations", Section 3.02 "R-LD Low Density Single-Family Residential District", Section 3.03 "R-1 Single-Family Detached Residential District, Section 3.04 "R-2 Single-Family Detached Residential District (Small Lots)", Section. 3.05 "R-3 Medium Density Residential District", and Section 3.12 "OS Old Seabrook District" by creating a new Section titled "Outside Storage", establishing regulations concerning the outside placement of an item within the front yard of a residential use for a period more than**



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seventy-two (72) hours during a twelve-month period.

Sean Landis presented the requested revisions.

The following citizens gave public comments:

NAME	ADDRESS	TOPIC
Stephanie Hadley	1853 Aspen Lane	Vehicles & debris in yards
Helen Hunt	1820 Belmar Lane	Shopping carts in yards

Mayor Kolupski closed the Public Hearing at 6:47 pm

3. Boards and Commissions

3.1 Consider and take all appropriate action on reappointment of three members to the Ethics Review Commission, for terms to expire January 1, 2025.

Motion:	To approve Nathan Lenna, Liliana Gonzalez and Marcy Fryday
Made By:	Councilmember Hammann
Seconded By:	Councilmember Giangrosso
Vote:	Motion passed with Councilmembers Hamman, Hefner, Giangrosso, Machol, Tollett, Mayor Kolupski voting in favor and Councilmember Rasco voting opposed.

4. Presentations

4.1 Presentation of the quarterly report by the Open Space and Trails Committee.

Monica Comeaux, Chair of the Open Space and Trails Committee, gave the quarterly report. See attachment A.

4.2 Public Safety Annual Report for 2023

Police Chief Rolf Nelson gave the report. See attachment B.

4.3 Hear a presentation on an update for the Planned Unit Development (PUD) to create "Seabrook Plaza Planned Unit Development" consisting of a boutique hotel, extended stay hotel, conference center and ballroom, approximately 25,000 sq. ft. of retail space, and a luxury multi-family apartment complex of approximately 260 units located on an approximately 11.096 acre tract of land.

John Fischer with Seabrook Plaza One LLC gave an update regarding the Planned Unit Development. He said there was much energy around the project and a national restaurant had signed a lease. He said the Margaritaville organization was navigating their continued plans. When requested he said signage and full branding of the project



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would be considered at the project site.

5. Consent Agenda

- 5.1 Approve Minutes from the meetings of: December 16, 2021, February 7, 2024, and February 13, 2024.**
- 5.2 Consider and take all appropriate action on the approval of Resolution 2024-07 Denial of CenterPoint's Statement of Intent Filing to Change Rates.**

Motion: To approve the Consent Agenda
Made By: Councilmember Hammann
Seconded By: Councilmember Tollett
Vote: **Motion carried** unanimously by all present

6. New Business

- 6.1 Consider and take all appropriate action on a request for approval of a Preliminary Planned Unit Development (PUD), to create, "5815 Old Hwy 146 Monroe Quiet Warehousing Project", comprising of two 23,980 square feet tilt wall constructed warehouses located on a 3.695-acre tract of land.**
Chance Bennett representing Starship Texas City presented the request and answered questions.

Motion: To Approve
Made By: Councilmember Hammann
Seconded By: Councilmember Giangrosso
Vote: **Motion passed** with Councilmembers Hammann, Giangrosso, Hefner, Mayor Kolupski voting in favor and Councilmembers Machol and Rasco opposed.

- 6.2 Consider and take all appropriate action on a request to amend the Code of Ordinances of the City of Seabrook, Appendix A, "Comprehensive Zoning", Article 4, "Special Use Regulation", by creating a new Section 4.27 entitled "Portable On-Demand Storage Container" to establish associated regulations.**
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INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: To Approve with an amendment to allow up to 2 storage containers
Made By: Councilmember Hefner
Seconded By: Councilmember Hammann
Vote: **Motion carried** unanimously by all present

Mayor Kolupski requested to move item 6.6 up for consideration in the meeting and there was no objection. Item 6.6 was considered before Item 6.3

- 6.3 Consider and take all appropriate action on a request to amend the Seabrook City Code of Ordinance by revising Chapter 18 “Building and Building Regulations”, more specifically, Section 18-121 “Building Code-Adoption”, Section 18-122 “Same-Amendments”, Subsection Ten (10) “Windstorm Standard”; and Section 18-123 “One-Family and Two Family Dwelling Code-Adopted”, Section 18-124 “Same-Amendments”, Subsection Six (6) “Windspeed”, by modifying, the wind design standard from 155 miles per hour (Ultimate Design Wind Speed), to 150 miles per hour (Ultimate Design Wind Speed).**

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Motion: To Approve
Made By: Councilmember Rasco
Seconded By: Councilmember Giangrosso
Vote: **Motion carried** unanimously by all present



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- 6.4 Discuss, consider, and take all appropriate action relating to an amendment to the Seabrook City Code, Appendix A, "Comprehensive Zoning", Article 3, "Establishment of Zoning Districts and Associated Regulations", Section 3.02 "R-LD Low Density Single-Family Residential District", Section 3.03 "R-1 Single-Family Detached Residential District", Section 3.04 "R-2 Single-Family Detached Residential District (Small Lots)", Section. 3.05 "R-3 Medium Density Residential District", and Section 3.12 "OS Old Seabrook District" by creating a new Section titled "Outside Storage", establishing regulations concerning the outside placement of an item within the front yard of a residential use for a period more than seventy-two (72) hours during a twelve-month period.

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ORIGINAL MOTION

Motion: To Approve
Made By: Councilmember Hammann
Seconded By: Councilmember Hefner
Vote: **Motion carried** unanimously by all present

AMENDED MOTION

Motion: To amend the original motion to clarify exclusion of certain play equipment, shopping carts, and holiday decorations.
Made By: Councilmember Rasco
Seconded By: Councilmember Tollett
Vote: **Motion failed** with all Councilmembers voting opposed.



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NEW AMENDED MOTION

Motion: To amend the original motion to clarify certain play equipment and holiday decorations be excluded.
Made By: Councilmember Rasco
Seconded By: Councilmember Hefner
Vote: **Motion carried** unanimously by all present to amend the original motion

- 6.5 Consider and take all appropriate action to authorize the City Manager or her designee to participate in an interlocal cooperative pricing arrangement with the Buyboard Purchasing System for the purchase of an Enforcer Pumper 2nd Generation, large fire apparatus replacement, in the amount of \$1,237,466.00. This purchase is with the 2023 Bond Program.**

Motion: To Approve
Made By: Councilmember Hammann
Seconded By: Councilmember Tollett
Vote: **Motion carried** unanimously by all present

- 6.6 Consider and take all appropriate action on a Carothers Community Garden Operations Agreement between the City of Seabrook and Carothers Coastal Gardens 501(c)(3).**

Jesse Jones presented activities and updates at Carothers Community Gardens. He stated revenues were up and there were about 110 volunteers. He reported expanded outreach to the community. Council questioned liability releases for the volunteers and the lack of openness to the community who funded the gardens. Council stated they would like to review notes by Mr. Jones concerning the presented agreement.

Motion: Postpone to a future date
Made By: Councilmember Machol
Seconded By: Councilmember Hammann
Vote: **Motion carried** unanimously by all present. Councilmember Rasco was not present in the room when the vote took place on this item.

- 6.7 Consider and take all appropriate action on an Interlocal Cooperation Agreement for Automatic EMS Assistance between the City of Seabrook and Galveston Area Ambulance Authority and the City of Kemah, Texas**



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Motion: To Approve
Made By: Councilmember Hammann
Seconded By: Councilmember Machol
Vote: **Motion carried** unanimously by all present

6.8 Hear a presentation by staff and consider and take all appropriate action on a Trap-Neuter-Return ("TNR") Pilot Program.

Chief Nelson presented a six-month pilot program option with costs associated. See attachment B. Joanne Ashland, a TNR volunteer, was called up to answer questions by Council and she informed Council that Salise Shuttlesworth, the Director of Friends For Life, would be a good resource for the City to contact for this program.

Motion: To have Chief Nelson contact Ms. Shuttlesworth and present further options to Council.
Made By: Councilmember Hammann
Seconded By: Councilmember Machol
Vote: **Motion carried** unanimously by all present

6.9 Consider and take all appropriate action on the approval of Task Order No. 2024-1 for Professional Engineering Services under the Master Professional Services Agreement between the City of Seabrook and Cobb Fendley & Associates, Inc. for the Main Street Wastewater Treatment Plant Demolition in an amount not to exceed \$98,200.00

Motion: To Approve
Made By: Councilmember Hammann
Seconded By: Councilmember Rasco
Vote: **Motion carried** unanimously by all present

6.10 Consider and take all appropriate action on an Ambient Sound Level Survey with Behrens & Associates, Inc in an amount not to exceed \$8,350.00. This is an unbudgeted item and will require a budget amendment

Motion: To Approve
Made By: Councilmember Rasco



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Seconded By: Councilmember Machol

Vote: **Motion carried** unanimously by all present

7. Routine Business

- 7.1 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, SH 146 Expansion Projects, Port of Houston Rail Spur, City of Seabrook CIP Projects, Short-Term Rentals, and any City of Seabrook Grant Administration.**

City Manager Gayle Cook presented the update. See attachment C.

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

City Secretary Rachel Lewis stated the next meeting was scheduled for March 5, 2024 at 6:00 pm.

Motion: To adjourn

Made By: Councilmember Hammann

Seconded By: Councilmember Machol

Vote: **Motion carried** unanimously by all present.

Council was adjourned at 9:10 pm.

APPROVED: _____
Thom Kolupski, Mayor

DATE: _____

ATTEST: _____
Rachel Lewis City Secretary

**CITY OF SEABROOK
RESOLUTION 2024-08
HARRIS COUNTY PRECINCT 2 2024 PARTNERSHIP PROJECT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK,
AUTHORIZING THE SUBMISSION OF APPLICATION TO 2024 HARRIS COUNTY
PRECINCT 2 PARTNERSHIP PROJECTS PROGRAM**

WHEREAS, the City of Seabrook with residents and visitors who are also constituents of Harris County Precinct 2; and

WHEREAS, both entities share the goal of improving the experiences of their shared constituents that live, work and play in the City of Seabrook and Harris County Precinct 2; and

WHEREAS, reconstruction of North Meyer Road is critical infrastructure that serves shared goals of the City of Seabrook and Harris County Precinct 2; and

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

Section 1. That the City of Seabrook commits to submitting a partnership application with Harris County Precinct 2 in the City of Seabrook and commits to \$4,000,000.00 toward this project.

Section 2. That the City Manager or her designee is hereby authorized to execute all Agreements with Harris County Precinct 2, related to the North Meyer Road Reconstruction.

PASSED AND APPROVED this ____ day of _____, 2024.

Thomas G Kolupski, Mayor

ATTEST:

Rachel Lewis, TRMC, City Secretary

APPROVED AS TO FORM:

David Olson, City Attorney

ORDINANCE NO. 2024-04
AMENDMENT TO CHAPTER 18, "BUILDING AND BUILDING REGULATIONS"

AN ORDINANCE AMENDING THE SEABROOK CITY CODE OF ORDINANCE BY REVISING CHAPTER 18 "BUILDINGS AND BUILDING REGULATIONS", MORE SPECIFICALLY, SECTION 18-121 "BUILDING CODE – ADOPTED", SECTION 18-122 "SAME - AMENDMENTS", SUBSECTION TEN (10) "WINDSTORM STANDARD"; AND SECTION 18-123 "ONE-FAMILY AND TWO FAMILY DWELLING CODE – ADOPTED", SECTION 18-124 "SAME – AMENDMENTS", SUBSECTION SIX (6) "WINDSPEED", BY MODIFYING, THE WIND DESIGN STANDARD FROM 155 MILES PER HOUR (ULTIMATE DESIGN WIND SPEED), TO 150 MILES PER HOUR (ULTIMATE DESIGN WIND SPEED); PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Planning and Zoning Commission recommended approval of this amendment at its meeting of December 21, 2023, and has made its final report; and

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

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

SECTION 1. FINDING OF FACT.

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

SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE OF ORDINANCE BY REVISING CHAPTER 18 “BUILDINGS AND BUILDING REGULATIONS”, MORE SPECIFICALLY, SECTION 18-121 “BUILDING CODE – ADOPTED”, SECTION 18-122 “SAME - AMENDMENTS”, SUBSECTION TEN (10) “WINDSTORM STANDARD”, BY MODIFYING, THE WIND DESIGN STANDARD FROM 155 MILES PER HOUR (ULTIMATE DESIGN WIND SPEED), TO 150 MILES PER HOUR (ULTIMATE DESIGN WIND SPEED):

Sec. 18-121. Building code—Adopted.

Sec. 18-122. Same—Amendments.

(10) Windstorm Standard: All construction within the city, both east and west of Texas Highway 146, shall comply with the wind design standards set forth: Speed (MPH): ~~155~~ 150 MPH (Ultimate Design Wind Speed, V ult).

SECTION 3. AMENDMENT TO THE SEABROOK CITY CODE OF ORDINANCE BY REVISING CHAPTER 18 “BUILDINGS AND BUILDING REGULATIONS”, MORE SPECIFICALLY, AND SECTION 18-123 “ONE-FAMILY AND TWO FAMILY DWELLING CODE – ADOPTED”, SECTION 18-124 “SAME – AMENDMENTS”, SUBSECTION SIX (6) “WINDSPEED”, BY MODIFYING, THE WIND DESIGN STANDARD FROM 155 MILES PER HOUR (ULTIMATE DESIGN WIND SPEED), TO 150 MILES PER HOUR (ULTIMATE DESIGN WIND SPEED):

Sec. 18-123. One-family and two-family dwelling code—Adopted.

Sec. 18-124. Same—Amendments.

(6) Table R301.2 Climatic and Geographic Design. Ground Snow Load: 0.

[GROUND SNOW LOAD^o	0
WIND DESIGN	
Wind Speed^d (mph)	155 <u>150</u>
Topographic effects^k	No
Special wind region^l	No
Windborne debris zone^m	Yes
Seismic Design Catagory^f	A

SECTION 4. PENALTY CLAUSE; INCLUSION INTO THE CODE.

This Ordinance is hereby incorporated into and made a part of the Seabrook City Code. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not more than Two Thousand Dollars (\$2,000.00) per offense. Each day of violation shall constitute a separate offense.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES.

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

SECTION 6. SEVERABILITY.

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

SECTION 7. NOTICE BY PUBLICATION

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

PASSED AND APPROVED on first reading with a quorum present, by an affirmative vote of a majority of Council Members present, in accordance with Seabrook City Charter Section 2.10 on this 20th day of February 2024.

PASSED AND APPROVED on final reading with a quorum present, by an affirmative vote of a majority of Council Members present, in accordance with Seabrook City Charter Section 2.10 on this 5th day of March 2024.

By: _____
Thomas G. Kolupski, Mayor

ATTEST:

By: _____
Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

129 By: _____
130 Loren B. Smith
131 City Attorney

AN AMENDMENT TO SEABROOK CODE OF ORDINANCE, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE IV, "SPECIAL USE REGULATIONS". BY CREATING A NEW SECTION 4.27 ENTITLED "PORTABLE ON-DEMAND STORAGE CONTAINER" ESTABLISHING ASSOCIATED REGULATIONS; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council 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 posted, published and all required hearings on this matter have been held in accordance with the Comprehensive Zoning Ordinance and law; now, therefore,

Page 19 of 63

44 **SECTION 1. FINDINGS OF FACT.**

45
46 That the facts and matters set forth in the preamble of this Ordinance are hereby
47 found to be true and correct.

48
49 **SECTION 2. AMENDMENT TO THE SEABROOK CODE OF**
50 **ORDINANCE, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE IV,**
51 **"SPECIAL USE REGULATIONS". CREATING A NEW SECTION 4.27**
52 **ENTITLED "PORTABLE ON-DEMAND STORAGE CONTAINER"**
53 **ESTABLISHING THE FOLLOWING ASSOCIATED REGULATIONS:**

54
55 **Sec. 4.27 – Portable On-Demand Storage Container.**

56
57 **4.27.01 Applicability.**

58 **The provisions of this section shall only apply to the use of portable on-**
59 **demand storage containers on any residential or commercial property.**

60
61 **4.27.02 Definition.**

62 **Portable On-Demand Storage Container – Is a self-contained, weather-**
63 **resistant container used for short-term temporary storage and moving. A**
64 **portable on-demand storage container is delivered by transport for loading**
65 **and unloading, then belongings are transported to a designated location**
66 **such as a storage facility, commercial business, or residential use.**

67
68 **4.27.03 Condition and maintenance.**

69 **A portable on-demand storage container shall be delivered and maintained**
70 **in good condition, free from rodents, insects, rust, graffiti, and obscene**
71 **words or pictures. It shall be the responsibility of the property owner or**
72 **occupant and the supplying company to maintain each container in**
73 **accordance with the provisions of this section.**

74
75 **4.27.04 Placement and duration of use.**

76 **A portable on-demand storage container shall be permitted to be placed on**
77 **a driveway or other improved surface for a period not to exceed fourteen**
78 **(14) days, provided the container is not located within or blocking any**
79 **public right-of-way or access easement, public sidewalk, or impairing**
80 **traffic visibility. A container may not be placed on the same parcel of land**
81 **more than three non-consecutive times in a one-year period. A portable on-**
82 **demand storage container shall not be placed on a grass surface. No more**
83 **than two portable on-demand storage containers at any one time shall be**
84 **permitted to occupy a parcel of land.**

85
86 **4.27.05 Dimensional limitations.**

87 **The maximum allowable area of a portable on-demand storage container by**
88 **volume may not exceed 1,360 square feet with the width, height, and length**
89 **not to exceed 8 feet x 8 feet 6 inches x 20 feet.**

90
91 **4.27.06 Other uses.**

92 **No person shall place, use, or permit the use of a portable on-demand**
93 **storage container as an accessory building, storage building, or living unit**
94 **on residential or commercial property. The Building Official may grant**
95 **permission for the use of a portable on-demand storage container when the**
96 **use is associated with a permitted construction project on the same parcel**
97 **of land and used to store project related tools, materials, or equipment.**
98 **Once construction has concluded, the portable on-demand storage**
99 **container shall be removed from the premises within Ten (10) calendar**
100 **days.**

101
102 **4.27.07 Enforcement.**

103 **The community development department of the city shall be vested with**
104 **the authority to inspect parcels of land at all reasonable times and as often**
105 **as is necessary to conduct the intent of this section.**

106
107 **4.27.08 Violation—Penalty.**

108 **Any person who shall intentionally, knowingly, recklessly or with criminal**
109 **negligence violate any provision of this section shall be deemed guilty of a**
110 **misdemeanor and, upon conviction, shall be fined in an amount not to**
111 **exceed \$2000. Each day of violation shall constitute a separate offense.**

112
113
114 **SECTION 3. INCORPORATION INTO THE CODE, PENALTY**
115 **CLAUSE.**

116
117 This Ordinance is hereby incorporated and made a part of the Seabrook City
118 Code. Violation of this ordinance is subject to the penalty section of said Code and
119 Ordinance, Section 1-15 “General Penalty and 11.06, “Criminal Enforcement” which
120 provides that any person who shall violate any provision of this Ordinance shall be
121 deemed guilty of an offense and, upon conviction, shall be fined in an amount not to
122 exceed \$2,000.00. Each day of violation shall constitute a separate offense.

123
124 **SECTION 4. REPEAL OF CONFLICTING ORDINANCES.**

125
126 All ordinances or parts of ordinances in conflict or inconsistent with this
127 Ordinance are hereby expressly repealed.

128
129 **SECTION 5. SEVERIBILITY.**

130
131 In the event any clause phrase, provision, sentence, or part of this Ordinance or
132 the application of the same to any person or circumstances shall for any reason be
133 adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not
134 affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof
135 other than the part declared to be invalid or unconstitutional; and the City Council of the

City of Seabrook, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 6. NOTICE.

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, APPROVED, AND ADOPTED 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 2024.

PASSED, APPROVED, AND ADOPTED, as revised 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 5th day of March 2024.

BY: _____
Thomas G. Kolupski, Mayor

ATTEST:

By: _____
Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

By: _____
David Olson
City Attorney

ORDINANCE NO. 2024-05
OUTSIDE STORAGE REGULATIONS

AN AMENDMENT TO SEABROOK CODE OF ORDINANCE, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE III, "ESTABLISHMENT OF ZONING DISTRICTS AND ASSOCIATED REGULATIONS", SECTION 3.02 "R-LD LOW DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT", SECTION 3.04 "R-2 SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT (SMALL LOTS)", SECTION 3.05 "R-3 MEDIUM DENSITY RESIDENTIAL DISTRICT", AND SECTION 3.12 "OS OLD SEABROOK DISTRICT", BY CREATING, A NEW SECTION TITLED "OUTSIDE STORAGE", ESTABLISHING REGULATIONS CONCERNING THE OUTSIDE PLACEMENT OF AN ITEM WITHIN THE FRONT YARD OF A RESIDENTIAL USE FOR A PERIOD OF MORE THAN SEVENTY-TWO (72) HOURS DURING A TWELVE (12) MONTH PERIOD; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 impact the health, safety and well-being of residents, citizens, and inhabitants; and

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

WHEREAS, the City Council 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, the Planning and Zoning Commission recommended approval of this amendment at its meeting of December 21, 2023, and has made its final report; and

WHEREAS, all public notices have been posted, published and all required hearings on this matter have been held in accordance with the Comprehensive Zoning Ordinance and law; now, therefore,

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

SECTION 1. FINDINGS OF FACT.

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

SECTION 2. AMENDMENT TO SEABROOK CODE OF ORDINANCE, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE III, "ESTABLISHMENT OF ZONING DISTRICTS AND ASSOCIATED REGULATIONS", SECTION 3.02 "R-LD LOW DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT", BY CREATING, A NEW SUBSECTION 3.02.08 ENTITLED "OUTSIDE STORAGE", ESTABLISHING REGULATIONS CONCERNING THE OUTSIDE PLACEMENT OF AN ITEM WITHIN THE FRONT YARD OF A RESIDENTIAL USE FOR A PERIOD OF MORE THAT SEVENTY-TWO (72) HOURS DURING A TWELVE (12) MONTH PERIOD, ESTABLISHING THE FOLLOWING ASSOCIATED REGULATIONS:

3.02.08 Outside storage

A. Definitions

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

1. Debris. The scattered remains of something broken or destroyed.
2. Front yard. An open space unoccupied by a principal structure on a lot facing a street, extending across the full width of the front of a lot between the side lot lines and in front of the front-most corners of the principal structure, and including any unenclosed portion of a front porch, carport, portico, or other unenclosed structure located beyond the front face of the principal structure.
3. Outside storage. The outside placement of an item for a period of more than seventy-two (72) hours during a twelve-month period.
4. Rear yard. An open space unoccupied by a principal structure extending for the full width of the lot between the principal structure and the rear lot line, and behind the back-most corners of the building line of the principal structure.
5. Right-of-way. That area of land designated by a plat or other document for public use, access, and travel, including that area between the property line and the curb or street edge.
6. Setback. The distance between a structure and a property line, natural feature, road right-of-way, or other improvements.
7. Side yard. An open space unoccupied by a principal structure, situated between the building and the sideline of the lot, and extending through from the front yard to the rear line of the lot, including any unenclosed portion of a side porch, carport, portico, or

other unenclosed structure located beyond the side of the principal structure. Any lot line not a rear line or a front line shall be deemed a sideline.

8. Vacant lot. Any lot, parcel, or tract which contains no structures.

B. Prohibited outside storage

It shall be unlawful for any person to maintain, conduct, allow or permit any prohibited outside storage on any property located in this zoning district.

It shall be unlawful for any person to maintain, conduct, allow or permit any outside storage on any portion of a vacant lot in this zoning district.

It shall be unlawful for any person for a period of more than seventy-two (72) hours during a twelve-month period to maintain, conduct, allow or permit any outside storage within the front yard of any property located in this zoning district of the following items:

(1) Debris, rubbish, or trash as defined herein or in Chapter 55 Nuisances and Miscellaneous Provisions, Article III Trash, Rubbish, Weeds and Wild Growth and Other Offensive Conditions of this code.

(2) New, used, or discarded building materials.

(3) Batteries, used oil, automobile parts, engine parts, or scrap metal.

(4) Any tire, whether new or used, without wheels or other inserts.

(5) Supplies, materials, or other items associated with a home occupation or an off-premises business.

(6) Equipment, tools, supplies, materials, or other items not typically associated with residential use or activity.

(7) Furniture, including, but not limited to, couches, chairs, shelves, tables, dressers, or other related items, which furniture is designed or intended by the manufacturer for indoor use and constructed of polished wood or wood veneer, cloth, or any other material not specifically designed or intended for outdoor use.

(8) Appliances not designed for outdoor use, including, but not limited to, refrigerators, freezers, ovens, ranges, dishwashers, clothes washing machines or dryers, or other household or similar appliances primarily designed or intended for indoor use.

(9) Building fixtures not designed for outdoor use, including, but not limited to, bathtubs, commodes, sinks, hot water heaters, or other building fixtures primarily designed or intended for indoor use.

(10) Chemicals (including pool or spa chemicals), bagged or boxed fertilizer, pre-emergent, or other organic or synthetic substances used for landscaping purposes, including, but not limited to, bagged or bulk mulching materials and bagged or bulk topsoil. Spa and pool equipment designed for outdoor use but not installed, including, but not limited to,

hot tubs, jacuzzies, swimming pools, or other similar equipment primarily designed or intended for outdoor use.

(11) Play equipment including, but not limited to, play structures, trampolines, pools, swing sets, slides, see-saws, exercise equipment, and other recreational equipment that is intended by the manufacturer to remain in a stationary location, on any portion of a lot other than entirely within the side yard or rear yard of the lot; however, basketball goals may be located in the front yard if placed in such location and in such manner that play does not take place in a public street, alley, or other right-of-way.

Exception: tree, porch, and yard swings are permissible to be located within the front yard.

(12) Barbeque grills or other similar outdoor cooking equipment on any portion of a lot other than entirely within the side yard or rear yard of the lot.

(13) Tools, mobile, and/or mechanical equipment.

(14) Lawn maintenance equipment on any portion of a lot other than entirely within the rear or side yard of the lot.

(15) Motor vehicle parts and/or accessories including, but not limited to, engines, transmissions, electrical parts, suspension parts, vehicle body parts, batteries, tires, wheels, hubcaps, and other motor vehicle parts.

(16) Firewood on any portion of the front or side yard setback that is not screened from public view.

(17) Trash cans or containers may not be stored in any portion of a lot other than entirely within the rear or side yard.

(18) Wet, broken, or leaking barrels, casks, or boxes or broken, empty or otherwise discarded pallets; or

(19) Any other item or material which is not designed or manufactured for outside use or storage to include shopping carts.

(20) Any other item or material permitted within this ordinance that has become in disrepair.

C. The following items are exempted from the outside storage prohibition:

(1) Building materials that:

(A) Are stored in a workmanlike manner as part of, and in conjunction with, an active building permit; and

(B) Are being used for construction, repair, renovation, or remodel of a structure or building and are not stored outside for more than two (2) weeks after the conclusion of construction or issuance of a certificate of occupancy.

(2) In the case of furniture, that such furniture is designed and constructed for outside use, and further, that such furniture is in good condition and is not deteriorated.

(3) Solid waste, garbage, trash, brush, and bulky waste:

(A) Awaiting pickup by the city or other sanitation service.

(B) In a container or bag as approved by the city.

(C) Placed in an approved location no earlier than twenty-four (24) hours preceding normal pickup and shall be retrieved no later than twenty-four (24) hours after scheduled collection. At all times containers and bags shall be placed behind the front yard either in the side yard or rear yard of the property.

(4) Motor vehicles, watercraft, and trailers that are parked on an approved parking surface that have lawfully attached to it:

(A) An unexpired license plate, registration, or certificate of number (TX Number); and

(B) A valid motor vehicle inspection certificate; and

(C) Is not wrecked, dismantled, or partially dismantled, inoperable for more than seventy-two (72) consecutive hours if the vehicle is located on public property; or thirty (30) consecutive days if the vehicle is on private property.

(5) Holiday decorations installation to include Christmas lighting.

SECTION 3. AMENDMENT TO SEABROOK CODE OF ORDINANCE, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE III, "ESTABLISHMENT OF ZONING DISTRICTS AND ASSOCIATED REGULATIONS", SECTION 3.03 "R-1 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT", BY CREATING, A NEW SUBSECTION 3.03.08 ENTITLED "OUTSIDE STORAGE", ESTABLISHING REGULATIONS CONCERNING THE OUTSIDE PLACEMENT OF AN ITEM WITHIN THE FRONT YARD OF A RESIDENTIAL USE FOR A PERIOD OF MORE THAT SEVENTY-TWO (72) HOURS DURING A TWELVE (12) MONTH PERIOD, ESTABLISHING THE FOLLOWING ASSOCIATED REGULATIONS:

3.03.08 Outside storage

A. Definitions

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

- 1. Debris. The scattered remains of something broken or destroyed.**
- 2. Front yard. An open space unoccupied by a principal structure on a lot facing a street, extending across the full width of the front of a lot between the side lot lines and in front of the front-most corners of the principal structure, and including any unenclosed portion of a front porch, carport, portico, or other unenclosed structure located beyond the front face of the principal structure.**

- 231 3. Outside storage. The outside placement of an item for a period of
232 more than seventy-two (72) hours during a twelve-month period.
- 233 4. Rear yard. An open space unoccupied by a principal structure
234 extending for the full width of the lot between the principal structure
235 and the rear lot line, and behind the back-most corners of the building
236 line of the principal structure.
- 237 5. Right-of-way. That area of land designated by a plat or other
238 document for public use, access, and travel, including that area
239 between the property line and the curb or street edge.
- 240 6. Setback. The distance between a structure and a property line,
241 natural feature, road right-of-way, or other improvements.
- 242 7. Side yard. An open space unoccupied by a principal structure,
243 situated between the building and the sideline of the lot, and
244 extending through from the front yard to the rear line of the lot,
245 including any unenclosed portion of a side porch, carport, portico, or
246 other unenclosed structure located beyond the side of the principal
247 structure. Any lot line not a rear line or a front line shall be deemed a
248 sideline.
- 249 8. Vacant lot. Any lot, parcel, or tract which contains no structures.
250

251 B. Prohibited outside storage
252

253 It shall be unlawful for any person to maintain, conduct, allow or permit
254 any prohibited outside storage on any property located in this zoning
255 district.
256

257 It shall be unlawful for any person to maintain, conduct, allow or permit
258 any outside storage on any portion of a vacant lot in this zoning district.
259

260 It shall be unlawful for any person for a period of more than seventy-two
261 (72) hours during a twelve-month period to maintain, conduct, allow or
262 permit any outside storage within the front yard of any property located
263 in this zoning district of the following items:
264

265 (1) Debris, rubbish, or trash as defined herein or in Chapter 55
266 Nuisances and Miscellaneous Provisions, Article III Trash, Rubbish,
267 Weeds and Wild Growth and Other Offensive Conditions of this code.

268 (2) New, used, or discarded building materials.

269 (3) Batteries, used oil, automobile parts, engine parts, or scrap metal.

270 (4) Any tire, whether new or used, without wheels or other inserts.

271 (5) Supplies, materials, or other items associated with a home
272 occupation or an off-premises business.

273 (6) Equipment, tools, supplies, materials, or other items not typically
274 associated with residential use or activity.

275 (7) Furniture, including, but not limited to, couches, chairs, shelves,
276 tables, dressers, or other related items, which furniture is designed or

intended by the manufacturer for indoor use and constructed of polished wood or wood veneer, cloth, or any other material not specifically designed or intended for outdoor use.

(8) Appliances not designed for outdoor use, including, but not limited to, refrigerators, freezers, ovens, ranges, dishwashers, clothes washing machines or dryers, or other household or similar appliances primarily designed or intended for indoor use.

(9) Building fixtures not designed for outdoor use, including, but not limited to, bathtubs, commodes, sinks, hot water heaters, or other building fixtures primarily designed or intended for indoor use.

(10) Chemicals (including pool or spa chemicals), bagged or boxed fertilizer, pre-emergent, or other organic or synthetic substances used for landscaping purposes, including, but not limited to, bagged or bulk mulching materials and bagged or bulk topsoil. Spa and pool equipment designed for outdoor use but not installed, including, but not limited to, hot tubs, jacuzzies, swimming pools, or other similar equipment primarily designed or intended for outdoor use.

(11) Play equipment including, but not limited to, play structures, trampolines, pools, swing sets, slides, see-saws, exercise equipment, and other recreational equipment that is intended by the manufacturer to remain in a stationary location, on any portion of a lot other than entirely within the side yard or rear yard of the lot; however, basketball goals may be located in the front yard if placed in such location and in such manner that play does not take place in a public street, alley, or other right-of-way.

Exception: tree, porch, and yard swings are permissible to be located within the front yard.

(12) Barbeque grills or other similar outdoor cooking equipment on any portion of a lot other than entirely within the side yard or rear yard of the lot.

(13) Tools, mobile, and/or mechanical equipment.

(14) Lawn maintenance equipment on any portion of a lot other than entirely within the rear or side yard of the lot.

(15) Motor vehicle parts and/or accessories including, but not limited to, engines, transmissions, electrical parts, suspension parts, vehicle body parts, batteries, tires, wheels, hubcaps, and other motor vehicle parts.

(16) Firewood on any portion of the front or side yard setback that is not screened from public view.

(17) Trash cans or containers may not be stored in any portion of a lot other than entirely within the rear or side yard.

(18) Wet, broken, or leaking barrels, casks, or boxes or broken, empty or otherwise discarded pallets; or

(19) Any other item or material which is not designed or manufactured for outside use or storage to include shopping carts.

(20) Any other item or material permitted within this ordinance that has become in disrepair.

C. The following items are exempted from the outside storage prohibition:

(1) Building materials that:

(A) Are stored in a workmanlike manner as part of, and in conjunction with, an active building permit; and

(B) Are being used for construction, repair, renovation, or remodel of a structure or building and are not stored outside for more than two (2) weeks after the conclusion of construction or issuance of a certificate of occupancy.

(2) In the case of furniture, that such furniture is designed and constructed for outside use, and further, that such furniture is in good condition and is not deteriorated.

(3) Solid waste, garbage, trash, brush, and bulky waste:

(A) Awaiting pickup by the city or other sanitation service.

(B) In a container or bag as approved by the city.

(C) Placed in an approved location no earlier than twenty-four (24) hours preceding normal pickup and shall be retrieved no later than twenty-four (24) hours after scheduled collection. At all times containers and bags shall be placed behind the front yard either in the side yard or rear yard of the property.

(4) Motor vehicles, watercraft, and trailers that are parked on an approved parking surface that have lawfully attached to it:

(A) An unexpired license plate, registration, or certificate of number (TX Number); and

(B) A valid motor vehicle inspection certificate; and

(C) Is not wrecked, dismantled, or partially dismantled, inoperable for more than seventy-two (72) consecutive hours if the vehicle is located on public property; or thirty (30) consecutive days if the vehicle is on private property.

(5) Holiday decorations installation to include Christmas lighting.

SECTION 4. AMENDMENT TO SEABROOK CODE OF ORDINANCE, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE III, "ESTABLISHMENT OF ZONING DISTRICTS AND ASSOCIATED REGULATIONS", SECTION 3.04 "R-2 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT (SMALL LOTS)", BY CREATING, A NEW SUBSECTION 3.04.06 ENTITLED "OUTSIDE STORAGE", ESTABLISHING REGULATIONS CONCERNING THE OUTSIDE PLACEMENT OF AN ITEM WITHIN THE FRONT YARD OF A RESIDENTIAL USE FOR A PERIOD OF MORE THAT SEVERNTY-TWO (72) HOURS DURING A TWELVE (12)

MONTH PERIOD, ESTABLISHING THE FOLLOWING ASSOCIATED
REGULATIONS:

3.04.06 Outside storage

A. Definitions

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

1. Debris. The scattered remains of something broken or destroyed.
2. Front yard. An open space unoccupied by a principal structure on a lot facing a street, extending across the full width of the front of a lot between the side lot lines and in front of the front-most corners of the principal structure, and including any unenclosed portion of a front porch, carport, portico, or other unenclosed structure located beyond the front face of the principal structure.
3. Outside storage. The outside placement of an item for a period of more than seventy-two (72) hours during a twelve-month period.
4. Rear yard. An open space unoccupied by a principal structure extending for the full width of the lot between the principal structure and the rear lot line, and behind the back-most corners of the building line of the principal structure.
5. Right-of-way. That area of land designated by a plat or other document for public use, access, and travel, including that area between the property line and the curb or street edge.
6. Setback. The distance between a structure and a property line, natural feature, road right-of-way, or other improvements.
7. Side yard. An open space unoccupied by a principal structure, situated between the building and the sideline of the lot, and extending through from the front yard to the rear line of the lot, including any unenclosed portion of a side porch, carport, portico, or other unenclosed structure located beyond the side of the principal structure. Any lot line not a rear line or a front line shall be deemed a sideline.
8. Vacant lot. Any lot, parcel, or tract which contains no structures.

B. Prohibited outside storage

It shall be unlawful for any person to maintain, conduct, allow or permit any prohibited outside storage on any property located in this zoning district.

It shall be unlawful for any person to maintain, conduct, allow or permit any outside storage on any portion of a vacant lot in this zoning district.

414
415 It shall be unlawful for any person for a period of more than seventy-two
416 (72) hours during a twelve-month period to maintain, conduct, allow or
417 permit any outside storage within the front yard of any property located
418 in this zoning district of the following items:

419
420 (1) Debris, rubbish, or trash as defined herein or in Chapter 55
421 Nuisances and Miscellaneous Provisions, Article III Trash, Rubbish,
422 Weeds and Wild Growth and Other Offensive Conditions of this code.

423 (2) New, used, or discarded building materials.

424 (3) Batteries, used oil, automobile parts, engine parts, or scrap metal.

425 (4) Any tire, whether new or used, without wheels or other inserts.

426 (5) Supplies, materials, or other items associated with a home
427 occupation or an off-premises business.

428 (6) Equipment, tools, supplies, materials, or other items not typically
429 associated with residential use or activity.

430 (7) Furniture, including, but not limited to, couches, chairs, shelves,
431 tables, dressers, or other related items, which furniture is designed or
432 intended by the manufacturer for indoor use and constructed of polished
433 wood or wood veneer, cloth, or any other material not specifically
434 designed or intended for outdoor use.

435 (8) Appliances not designed for outdoor use, including, but not limited
436 to, refrigerators, freezers, ovens, ranges, dishwashers, clothes washing
437 machines or dryers, or other household or similar appliances primarily
438 designed or intended for indoor use.

439 (9) Building fixtures not designed for outdoor use, including, but not
440 limited to, bathtubs, commodes, sinks, hot water heaters, or other
441 building fixtures primarily designed or intended for indoor use.

442 (10) Chemicals (including pool or spa chemicals), bagged or boxed
443 fertilizer, pre-emergent, or other organic or synthetic substances used for
444 landscaping purposes, including, but not limited to, bagged or bulk
445 mulching materials and bagged or bulk topsoil. Spa and pool equipment
446 designed for outdoor use but not installed, including, but not limited to,
447 hot tubs, jacuzzies, swimming pools, or other similar equipment
448 primarily designed or intended for outdoor use.

449 (11) Play equipment including, but not limited to, play structures,
450 trampolines, pools, swing sets, slides, see-saws, exercise equipment, and
451 other recreational equipment that is intended by the manufacturer to
452 remain in a stationary location, on any portion of a lot other than entirely
453 within the side yard or rear yard of the lot; however, basketball goals
454 may be located in the front yard if placed in such location and in such
455 manner that play does not take place in a public street, alley, or other
456 right-of-way.

457 Exception: tree, porch, and yard swings are permissible to be located
458 within the front yard.

(12) Barbeque grills or other similar outdoor cooking equipment on any portion of a lot other than entirely within the side yard or rear yard of the lot.

(13) Tools, mobile, and/or mechanical equipment.

(14) Lawn maintenance equipment on any portion of a lot other than entirely within the rear or side yard of the lot.

(15) Motor vehicle parts and/or accessories including, but not limited to, engines, transmissions, electrical parts, suspension parts, vehicle body parts, batteries, tires, wheels, hubcaps, and other motor vehicle parts.

(16) Firewood on any portion of the front or side yard setback that is not screened from public view.

(17) Trash cans or containers may not be stored in any portion of a lot other than entirely within the rear or side yard.

(18) Wet, broken, or leaking barrels, casks, or boxes or broken, empty or otherwise discarded pallets; or

(19) Any other item or material which is not designed or manufactured for outside use or storage to include shopping carts.

(20) Any other item or material permitted within this ordinance that has become in disrepair.

C. The following items are exempted from the outside storage prohibition:

(1) Building materials that:

(A) Are stored in a workmanlike manner as part of, and in conjunction with, an active building permit; and

(B) Are being used for construction, repair, renovation, or remodel of a structure or building and are not stored outside for more than two (2) weeks after the conclusion of construction or issuance of a certificate of occupancy.

(2) In the case of furniture, that such furniture is designed and constructed for outside use, and further, that such furniture is in good condition and is not deteriorated.

(3) Solid waste, garbage, trash, brush, and bulky waste:

(A) Awaiting pickup by the city or other sanitation service.

(B) In a container or bag as approved by the city.

(C) Placed in an approved location no earlier than twenty-four (24) hours preceding normal pickup and shall be retrieved no later than twenty-four (24) hours after scheduled collection. At all times containers and bags shall be placed behind the front yard either in the side yard or rear yard of the property.

(4) Motor vehicles, watercraft, and trailers that are parked on an approved parking surface that have lawfully attached to it:

(A) An unexpired license plate, registration, or certificate of number (TX Number); and

(B) A valid motor vehicle inspection certificate; and

(C) Is not wrecked, dismantled, or partially dismantled, inoperable for more than seventy-two (72) consecutive hours if the vehicle is located on public property; or thirty (30) consecutive days if the vehicle is on private property.

(5) Holiday decorations installation to include Christmas lighting.

SECTION 5. AMENDMENT TO SEABROOK CODE OF ORDINANCE, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE III, "ESTABLISHMENT OF ZONING DISTRICTS AND ASSOCIATED REGULATIONS", SECTION 3.05 "R-3 MEDIUM DENSITY RESIDENTIAL DISTRICT", BY CREATING, A NEW SUBSECTION 3.05.06 ENTITLED "OUTSIDE STORAGE", ESTABLISHING REGULATIONS CONCERNING THE OUTSIDE PLACEMENT OF AN ITEM WITHIN THE FRONT YARD OF A RESIDENTIAL USE FOR A PERIOD OF MORE THAT SEVERNTY-TWO (72) HOURS DURING A TWELVE (12) MONTH PERIOD, ESTABLISHING THE FOLLOWING ASSOCIATED REGULATIONS:

3.05.06 Outside storage

A. Definitions

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

1. Debris. The scattered remains of something broken or destroyed.
2. Front yard. An open space unoccupied by a principal structure on a lot facing a street, extending across the full width of the front of a lot between the side lot lines and in front of the front-most corners of the principal structure, and including any unenclosed portion of a front porch, carport, portico, or other unenclosed structure located beyond the front face of the principal structure.
3. Outside storage. The outside placement of an item for a period of more than seventy-two (72) hours during a twelve-month period.
4. Rear yard. An open space unoccupied by a principal structure extending for the full width of the lot between the principal structure and the rear lot line, and behind the back-most corners of the building line of the principal structure.
5. Right-of-way. That area of land designated by a plat or other document for public use, access, and travel, including that area between the property line and the curb or street edge.

- 550 6. Setback. The distance between a structure and a property line,
551 natural feature, road right-of-way, or other improvements.
- 552 7. Side yard. An open space unoccupied by a principal structure,
553 situated between the building and the sideline of the lot, and
554 extending through from the front yard to the rear line of the lot,
555 including any unenclosed portion of a side porch, carport, portico, or
556 other unenclosed structure located beyond the side of the principal
557 structure. Any lot line not a rear line or a front line shall be deemed a
558 sideline.
- 559 8. Vacant lot. Any lot, parcel, or tract which contains no structures.
560

561 B. Prohibited outside storage

562 It shall be unlawful for any person to maintain, conduct, allow or permit
563 any prohibited outside storage on any property located in this zoning
564 district.

565 It shall be unlawful for any person to maintain, conduct, allow or permit
566 any outside storage on any portion of a vacant lot in this zoning district.

567 It shall be unlawful for any person for a period of more than seventy-two
568 (72) hours during a twelve-month period to maintain, conduct, allow or
569 permit any outside storage within the front yard of any property located
570 in this zoning district of the following items:

571 (1) Debris, rubbish, or trash as defined herein or in Chapter 55
572 Nuisances and Miscellaneous Provisions, Article III Trash, Rubbish,
573 Weeds and Wild Growth and Other Offensive Conditions of this code.

574 (2) New, used, or discarded building materials.

575 (3) Batteries, used oil, automobile parts, engine parts, or scrap metal.

576 (4) Any tire, whether new or used, without wheels or other inserts.

577 (5) Supplies, materials, or other items associated with a home
578 occupation or an off-premises business.

579 (6) Equipment, tools, supplies, materials, or other items not typically
580 associated with residential use or activity.

581 (7) Furniture, including, but not limited to, couches, chairs, shelves,
582 tables, dressers, or other related items, which furniture is designed or
583 intended by the manufacturer for indoor use and constructed of polished
584 wood or wood veneer, cloth, or any other material not specifically
585 designed or intended for outdoor use.

586 (8) Appliances not designed for outdoor use, including, but not limited
587 to, refrigerators, freezers, ovens, ranges, dishwashers, clothes washing
588 machines or dryers, or other household or similar appliances primarily
589 designed or intended for indoor use.
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593

(9) Building fixtures not designed for outdoor use, including, but not limited to, bathtubs, commodes, sinks, hot water heaters, or other building fixtures primarily designed or intended for indoor use.

(10) Chemicals (including pool or spa chemicals), bagged or boxed fertilizer, pre-emergent, or other organic or synthetic substances used for landscaping purposes, including, but not limited to, bagged or bulk mulching materials and bagged or bulk topsoil. Spa and pool equipment designed for outdoor use but not installed, including, but not limited to, hot tubs, jacuzzies, swimming pools, or other similar equipment primarily designed or intended for outdoor use.

(11) Play equipment including, but not limited to, play structures, trampolines, pools, swing sets, slides, see-saws, exercise equipment, and other recreational equipment that is intended by the manufacturer to remain in a stationary location, on any portion of a lot other than entirely within the side yard or rear yard of the lot; however, basketball goals may be located in the front yard if placed in such location and in such manner that play does not take place in a public street, alley, or other right-of-way.

Exception: tree, porch, and yard swings are permissible to be located within the front yard.

(12) Barbeque grills or other similar outdoor cooking equipment on any portion of a lot other than entirely within the side yard or rear yard of the lot.

(13) Tools, mobile, and/or mechanical equipment.

(14) Lawn maintenance equipment on any portion of a lot other than entirely within the rear or side yard of the lot.

(15) Motor vehicle parts and/or accessories including, but not limited to, engines, transmissions, electrical parts, suspension parts, vehicle body parts, batteries, tires, wheels, hubcaps, and other motor vehicle parts.

(16) Firewood on any portion of the front or side yard setback that is not screened from public view.

(17) Trash cans or containers may not be stored in any portion of a lot other than entirely within the rear or side yard.

(18) Wet, broken, or leaking barrels, casks, or boxes or broken, empty or otherwise discarded pallets; or

(19) Any other item or material which is not designed or manufactured for outside use or storage to include shopping carts.

(20) Any other item or material permitted within this ordinance that has become in disrepair.

C. The following items are exempted from the outside storage prohibition:

(1) Building materials that:

(A) Are stored in a workmanlike manner as part of, and in conjunction with, an active building permit; and

(B) Are being used for construction, repair, renovation, or remodel of a structure or building and are not stored outside for more than two (2) weeks after the conclusion of construction or issuance of a certificate of occupancy.

(2) In the case of furniture, that such furniture is designed and constructed for outside use, and further, that such furniture is in good condition and is not deteriorated.

(3) Solid waste, garbage, trash, brush, and bulky waste:

(A) Awaiting pickup by the city or other sanitation service.

(B) In a container or bag as approved by the city.

(C) Placed in an approved location no earlier than twenty-four (24) hours preceding normal pickup and shall be retrieved no later than twenty-four (24) hours after scheduled collection. At all times containers and bags shall be placed behind the front yard either in the side yard or rear yard of the property.

(4) Motor vehicles, watercraft, and trailers that are parked on an approved parking surface that have lawfully attached to it:

(A) An unexpired license plate, registration, or certificate of number (TX Number); and

(B) A valid motor vehicle inspection certificate; and

(C) Is not wrecked, dismantled, or partially dismantled, inoperable for more than seventy-two (72) consecutive hours if the vehicle is located on public property; or thirty (30) consecutive days if the vehicle is on private property.

(5) Holiday decorations installation to include Christmas lighting.

SECTION 6. AMENDMENT TO SEABROOK CODE OF ORDINANCE, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE III, "ESTABLISHMENT OF ZONING DISTRICTS AND ASSOCIATED REGULATIONS", SECTION 3.12 "OLD SEABROOK DISTRICT", BY CREATING, A NEW SUBSECTION 3.12.03 (6) ENTITLED "OUTSIDE STORAGE", ESTABLISHING REGULATIONS CONCERNING THE OUTSIDE PLACEMENT OF AN ITEM WITHIN THE FRONT YARD OF A RESIDENTIAL USE FOR A PERIOD OF MORE THAT SEVERNTY-TWO (72) HOURS DURING A TWELVE (12) MONTH PERIOD, ESTABLISHING THE FOLLOWING ASSOCIATED REGULATIONS:

3.12.03 (6) Outside storage

A. Definitions

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

1. Debris. The scattered remains of something broken or destroyed.
2. Front yard. An open space unoccupied by a principal structure on a lot facing a street, extending across the full width of the front of a lot between the side lot lines and in front of the front-most corners of the principal structure, and including any unenclosed portion of a front porch, carport, portico, or other unenclosed structure located beyond the front face of the principal structure.
3. Outside storage. The outside placement of an item for a period of more than seventy-two (72) hours during a twelve-month period.
4. Rear yard. An open space unoccupied by a principal structure extending for the full width of the lot between the principal structure and the rear lot line, and behind the back-most corners of the building line of the principal structure.
5. Right-of-way. That area of land designated by a plat or other document for public use, access, and travel, including that area between the property line and the curb or street edge.
6. Setback. The distance between a structure and a property line, natural feature, road right-of-way, or other improvements.
7. Side yard. An open space unoccupied by a principal structure, situated between the building and the sideline of the lot, and extending through from the front yard to the rear line of the lot, including any unenclosed portion of a side porch, carport, portico, or other unenclosed structure located beyond the side of the principal structure. Any lot line not a rear line or a front line shall be deemed a sideline.
8. Vacant lot. Any lot, parcel, or tract which contains no structures.

B. Prohibited outside storage

It shall be unlawful for any person to maintain, conduct, allow or permit any prohibited outside storage on any property located in this zoning district.

It shall be unlawful for any person to maintain, conduct, allow or permit any outside storage on any portion of a vacant lot in this zoning district.

It shall be unlawful for any person for a period of more than seventy-two (72) hours during a twelve-month period to maintain, conduct, allow or permit any outside storage within the front yard of any property located in this zoning district of the following items:

(1) Debris, rubbish, or trash as defined herein or in Chapter 55 Nuisances and Miscellaneous Provisions, Article III Trash, Rubbish, Weeds and Wild Growth and Other Offensive Conditions of this code.

(2) New, used, or discarded building materials.

(3) Batteries, used oil, automobile parts, engine parts, or scrap metal.

(4) Any tire, whether new or used, without wheels or other inserts.

(5) Supplies, materials, or other items associated with a home occupation or an off-premises business.

(6) Equipment, tools, supplies, materials, or other items not typically associated with residential use or activity.

(7) Furniture, including, but not limited to, couches, chairs, shelves, tables, dressers, or other related items, which furniture is designed or intended by the manufacturer for indoor use and constructed of polished wood or wood veneer, cloth, or any other material not specifically designed or intended for outdoor use.

(8) Appliances not designed for outdoor use, including, but not limited to, refrigerators, freezers, ovens, ranges, dishwashers, clothes washing machines or dryers, or other household or similar appliances primarily designed or intended for indoor use.

(9) Building fixtures not designed for outdoor use, including, but not limited to, bathtubs, commodes, sinks, hot water heaters, or other building fixtures primarily designed or intended for indoor use.

(10) Chemicals (including pool or spa chemicals), bagged or boxed fertilizer, pre-emergent, or other organic or synthetic substances used for landscaping purposes, including, but not limited to, bagged or bulk mulching materials and bagged or bulk topsoil. Spa and pool equipment designed for outdoor use but not installed, including, but not limited to, hot tubs, jacuzzies, swimming pools, or other similar equipment primarily designed or intended for outdoor use.

(11) Play equipment including, but not limited to, play structures, trampolines, pools, swing sets, slides, see-saws, exercise equipment, and other recreational equipment that is intended by the manufacturer to remain in a stationary location, on any portion of a lot other than entirely within the side yard or rear yard of the lot; however, basketball goals may be located in the front yard if placed in such location and in such manner that play does not take place in a public street, alley, or other right-of-way.

Exception: tree, porch, and yard swings are permissible to be located within the front yard.

(12) Barbeque grills or other similar outdoor cooking equipment on any portion of a lot other than entirely within the side yard or rear yard of the lot.

(13) Tools, mobile, and/or mechanical equipment.

(14) Lawn maintenance equipment on any portion of a lot other than entirely within the rear or side yard of the lot.

(15) Motor vehicle parts and/or accessories including, but not limited to, engines, transmissions, electrical parts, suspension parts, vehicle body parts, batteries, tires, wheels, hubcaps, and other motor vehicle parts.

(16) Firewood on any portion of the front or side yard setback that is not screened from public view.

(17) Trash cans or containers may not be stored in any portion of a lot other than entirely within the rear or side yard.

(18) Wet, broken, or leaking barrels, casks, or boxes or broken, empty or otherwise discarded pallets; or

(19) Any other item or material which is not designed or manufactured for outside use or storage to include shopping carts.

(20) Any other item or material permitted within this ordinance that has become in disrepair.

C. The following items are exempted from the outside storage prohibition:

(1) Building materials that:

(A) Are stored in a workmanlike manner as part of, and in conjunction with, an active building permit; and

(B) Are being used for construction, repair, renovation, or remodel of a structure or building and are not stored outside for more than two (2) weeks after the conclusion of construction or issuance of a certificate of occupancy.

(2) In the case of furniture, that such furniture is designed and constructed for outside use, and further, that such furniture is in good condition and is not deteriorated.

(3) Solid waste, garbage, trash, brush, and bulky waste:

(A) Awaiting pickup by the city or other sanitation service.

(B) In a container or bag as approved by the city.

(C) Placed in an approved location no earlier than twenty-four (24) hours preceding normal pickup and shall be retrieved no later than twenty-four (24) hours after scheduled collection. At all times containers and bags shall be placed behind the front yard either in the side yard or rear yard of the property.

(4) Motor vehicles, watercraft, and trailers that are parked on an approved parking surface that have lawfully attached to it:

(A) An unexpired license plate, registration, or certificate of number (TX Number); and

(B) A valid motor vehicle inspection certificate; and

(C) Is not wrecked, dismantled, or partially dismantled, inoperable for more than seventy-two (72) consecutive hours if the vehicle is located on public property; or thirty (30) consecutive days if the vehicle is on private property.

(5) Holiday decorations installation to include Christmas lighting.

SECTION 7. 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 and Ordinance, Section 1-15 "General Penalty and 11.06, "Criminal Enforcement" which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of an offense 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 8. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

SECTION 9. SEVERIBILITY.

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

SECTION 10. 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, APPROVED, AND ADOPTED 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 2024.

PASSED, APPROVED, AND ADOPTED, as revised 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 5th day of March 2024.

BY: _____
Thomas G. Kolupski, Mayor

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866

867 ATTEST:

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869

870 By: _____

871 Rachel Lewis, TRMC

872 City Secretary

873

874

875

876 APPROVED AS TO FORM:

877

878 By: _____

879 David Olson

880 City Attorney



Agenda Briefing

Date of Meeting: March 5, 2024

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area: Quality of Life

General Information:

Consider and take all appropriate action on a recommendation by the Open Space and Trails Committee for the addition of Solar Lighting at Meador Park to the City's Capital Improvement Program under Park Projects, with an estimated project cost of \$77,000.00.

Executive Summary / Background:

The Seabrook Open Space and Trails Committee met on February 1, 2024, as part of their regular monthly meeting to discuss and deliberate a new project for recommendation to Seabrook City Council. The committee approved the item and the action was sent to City Manager's office for review. The item was estimated by city staff through a provider on the purchasing cooperative to be approximately \$77,000.00.

The project is proposing installation of solar lights around the granite walking path at Meador Park.

The current posted park hours for this park indicate a sunset closure and City Council will have to modify that specific park if this project were approved and constructed at a later date.

Funding / Fiscal Information:

To Be Determined

Supporting Materials Attached:

1. Meador Solar Light Exhibit
2. OST Worksheet

Prior Action / Review by Council, Boards, Commissions:

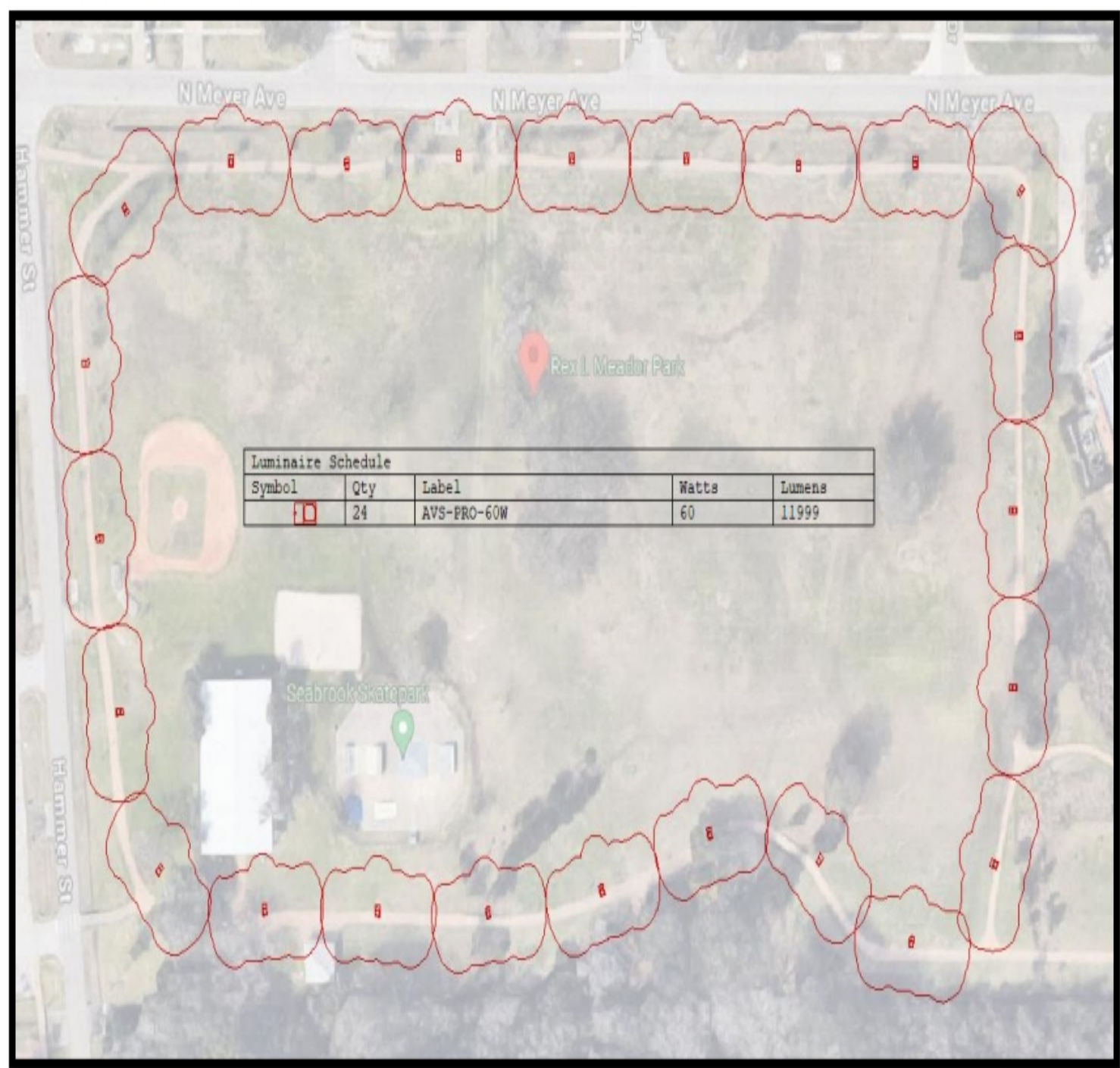
Staff Recommendation:

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

Photometric Simulation

Projected Light Spread after Upgrade

Rex Meador Park:



THE OPEN SPACE AND TRAILS COMMITTEE OFFICIAL REPORT

The Open Space and Trails Committee of the City of Seabrook met on "DATE" to hold a meeting to consider:

Request for a *solar lighting moved to CIP status*

THE OPEN SPACE AND TRAILS COMMITTEE MADE THE FOLLOWING RECOMMENDATION:

APPROVAL ☐ APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW) ☐ DENIAL ☐

By a concurring vote of a majority of members of the Open Space and Trails Committee present at the meeting on "DATE", as designated below and as certified by the signature of the Committee Chairperson. **This document is not valid unless signed by the Committee Chairperson/Presiding Commissioner.**

<u>VOTE:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>INITIAL</u>
Sally Antrobus	✓				<i>SA</i>
John Coggeshall					<i>JCC</i>
Monica Comeaux	✓				<i>MMC</i>
Debra Harper					<i>dh</i>
Nehemiah Jackson	✓				<i>NJ</i>
Jesse Jones					<i>JJ</i>
David Popken			✓		<i>DP</i>

Monica Comeaux

Monica Comeaux, Committee Chairperson
Open Space and Trails Committee

ATTEST:
Amanda Morales

Amanda Morales
Deputy City Secretary

Carothers Community Garden Operating Agreement Review

February 14, 2023

Gayle Cook
City Manager,
City of Seabrook

Gayle, thank you for the opportunity to review the proposed Operating Agreement between the City and the Garden.

Our notes appear below.....

8a. Operator shall assign approximately _____ % of Gardening plots for citizens of Seabrook residents. For the purpose of this agreement, Seabrook residents are citizens that reside in the City limits proper.

Currently, all but two of our members reside in Seabrook proper. We have been using the same guidelines for membership at the Garden, as Pine Gully Park uses for entry. That is the 77586 ZIP code. This includes El Lago and El Jardin. As you are aware, while not Seabrook proper, these are still considered Seabrook addresses. Many of our volunteers, sponsors, donors and the recipients of many of our resources, come from outside the Seabrook City limits. Seabrook residents will always have priority. If you must have a percentage, then 75% seems like an appropriate number.

8b. City shall provide a combination lock to the facility and to serve the citizenry the Garden shall be open to the public at least _____

The Garden relies on volunteers. We have no paid staff to operate like a tourist facility. We do not have folks to open and close the Garden for regular visiting hours. Might I remind staff and Council that this parcel was formerly the Parks Department. It housed offices in a mobile home and provided cover for tractors, mowers and trailers. It even served as animal control. This piece of property has been fenced, gated and padlocked for 17 years. It was off limits to the public. Our volunteers cleaned up the weeds, animal carcasses and mower parts, and turned an abandoned gravel parking lot into a Garden. More people have had access to this site for the last 24 months than for the previous 17 years. To ask us to put thousands of hours of hard work in jeopardy to vandalism is not fair to the people that have worked so hard to build something of such a benefit to our community. Leaving thousands of dollars worth of equipment exposed for the taking would also result in a huge financial burden to the Garden and would cripple Garden operations.

Both Garden managers have their contact numbers listed on the sign. We currently receive 1-2 call per month requesting entrance to the Garden. We give the access combination freely as this gives us a record of who is requesting entry. We are happy to improve this system by adding signage that states "For Garden Access, please call this number 123-456-7890". Another suggestion was that the garden be accessible on weekends by checking in with the Pine Gully gate attendant and obtaining the combination.

8i. Operator will pay for any facility maintenance which may be required on the property.

CCG believes that asking volunteers to do maintenance on City owned property would be a huge liability. The Garden is a City amenity, no different than the swimming pool. You would not ask pool members to maintain the swimming pool. We currently have several safety concerns at the property which we would like to have remedied before someone is injured.

8l. The City finds that this project will be (city supported, non-city supported or city subsidized) for the utilities, to include electricity, water, internet and natural gas.

The Garden currently receives electrical power by way of a single 120v circuit from the Casita. We currently use power for two, LED overhead lights in the office and an LED grow rack for seed starting. We also have a string of LED Patio lights which we used for outdoor classroom situations during the winter. I would be quite surprised if our energy use was over \$100 per year. On the other hand, the HVAC at the Casita has been running continuously for over a year.

Our water is also sourced from the Casita through a 60 year old, ¾" galvanized pipe. Our water flow is so low that it does not allow two garden spigots to operate simultaneously. To that end, we have installed drip irrigation systems in each bed that use approximately two gallons per hour, per bed. Sprinklers are only utilized for 6 minutes per day. Equating to total water usage of approximately 1200 gallons per month. That is assuming no rain days. The City pays \$3.83 per 2,000 gallons of water. This puts the cost of water usage at the garden at less than \$3.00 per month. Since our growing season is approximately eight months, this equates to \$24 per year. Not to mention that the Garden and Casita are tied into the Pine Gully water system. There doesn't currently exist a way to separate park patron or staff water usage in the park, from the Garden. In discussions with staff, more water is used flushing a single fire hydrant than the Garden uses in an entire season. More water evaporates and leaks from the swimming pools in one month than the Garden uses in the same time period.

It was my understanding that the Garden was approved for Internet access one year ago for use in our continuing education programs. George, the former IT person ran internet to the Casita thinking that was the Garden. I was advised at the time that Network internet was being run to the Pine Gully attendant shack to facilitate EFT payments for park entry. I told George that a conduit already existed from the attendant shack to the Garden office and that our volunteers would be happy to assist. We have heard nothing further, however the Casita does still maintain wifi with internet access.

We would certainly ask that the City continues its support of utilities at the Garden as it does every other public amenity.

8r. Operator shall require any volunteer participating in activities on the property involving direct contact with youth to complete an Application and Background Check Process detailed in the City's Volunteer Policy, Resolution No. 2018-03 or as subsequently amended. Operator shall not permit any volunteer to participate in such activities without specific prior written approval from the City.

Garden volunteers do not interact directly with minors. Most educational programs currently hosted by the Garden volunteers are at the request of Independent third parties such as the Girls Scouts or Boy Scouts of America and are attended and chaperoned by organization leaders and parents. We have no programs in which we host minors without legal guardian supervision.

Please let us know your thoughts.

Thanks so much,

Jesse

Jesse W. Jones
Executive Director, Carothers Coastal Gardens, Non-profit
281-932-2051

**AGREEMENT BETWEEN CITY OF SEABROOK AND
CAROTHERS COASTAL GARDENS 501c(3) FOR DEVELOPMENT,
OPERATION AND MAINTENANCE OF CAROTHERS COMMUNITY
GARDENS**

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the City of Seabrook, Texas, a Texas municipality ("City") and CAROTHERS COASTAL GARDENS a 501c(3) not-for profit licensed to do business in the State of Texas, as sponsor and managing operator ("Operator") of a not-for-profit community garden activity at the City's Carothers Coastal Garden land.

RECITALS:

WHEREAS, the City of Seabrook City Council approved Resolution 2021-14 (*Exhibit B*) on October 19, 2021, 'Establishing Carothers Community Garden', providing initial infrastructure funding, and acknowledging garden rules. In the establishing resolution, no additional terms and conditions were established by the City for the Operator of the garden facilities for general operations; and

WHEREAS, the City desires to support independent organizations providing services beneficial to the Community and its members and provide for further operating guidelines for use of public property; and

WHEREAS, the Operator has successfully developed the community garden into a project that utilizes volunteers to operate the garden and is desirous of maintaining its activities and securing an agreement that provides greater certainty of the opportunity to enhance the 501(c)(3) activities; and

WHEREAS, the Operator wishes to continue to use the portion of City-owned property and as identified in **Exhibit A** for the purpose of a Community Garden under a Management and Operations Agreements; and

WHEREAS, the purpose of this agreement is for terms and conditions for the continued operation of the project and allowing the Operator to maintain a community garden for the benefit and enjoyment of the citizens of the City of Seabrook and the public on land owned by the City of Seabrook and adjacent land of Pine Gully Park as identified in *Exhibit A*.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, City and Operator enter into this agreement.

TERMS

1. **RECITALS**: The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
2. **TERM**: The term of this Agreement shall be for the duration of **three (3) years** commencing on the effective date at the beginning of this agreement.
3. **EXPENSE CONSIDERATIONS**: The City and the Operator hereby acknowledge that this

Agreement is supported by good and valuable consideration, the sufficiency and delivery of which is hereby acknowledged. The parties agree that the Operator is responsible for all expenses such as: new capital improvement expenses, maintenance expenses, operation expenses, insurance coverages, and any special taxes.

All expenditures for improvements and maintenance repairs and construction paid by the Operator in the amount of \$1,000.00 or more shall receive prior written approval from the City Manager or his/her designee. All improvements shall be completed to the satisfaction of the City pursuant to Section 6 below.

4. **PROPERTY:** The Property which is the subject of this Agreement consists, more or less, of parcel owned by the City identified by ***Exhibit A***.
5. **TITLE TO IMPROVEMENTS:** Title to Improvements that shall be placed upon the Property by Operator shall vest in City upon the completion of the Improvements, and Operator acknowledges that it shall have no right to remove such fixed or permanent improvements from the Property.
6. **INSPECTION AND ACCESS TO PROPERTY:** During the term of the Agreement and any renewal or extension hereof, Operator shall permit the representatives of City access to the Property at all times and may perform inspections on an as needed basis, with or without notice. A formal inspection shall occur at least once per year by a representative of the City and shall include but not be limited to, documenting improvements, condition of the property, safety related issues, and compliance with City code.
7. **NO MORTGAGES OR ENCUMBRANCES:** Operator shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.
8. **OPERATOR'S USE:** The Operator shall have the right to occupy and use the Property for the purpose of growing and harvesting legal plants and produce and operating a community gardening program for the purposes described herein under this Agreement and in accordance with the following limitations:
 - a) Operator shall assign approximately % of gardening plots for City of Seabrook residents. For the purpose of this agreement, Seabrook residents are citizens that reside in the city limits proper.
 - b) City shall provide a combination lock to the facility and to serve the citizenry, the garden shall be open to the public at least:

	(Day)	(Hours)
	(Day)	(Hours)
	(Day)	(Hours)
 - c) Operator shall maintain the Property in a neat and orderly manner according to standards as determined by the City. All repairs required will be the responsibility of the Operator.

- d) The City must approve all changes in design and construction plans for the community garden area prior to construction. All Property improvements will comply with all local, state, and federal requirements of the Americans with Disabilities Act and comparable state legislation where applicable.
- e) The Operator shall not demolish any structure, grade facilities, or construct any amenity without first having obtained approval of the City in writing, and shall be required to apply for all appropriate permits and shall be responsible for paying all related fees.
- f) The Operator may utilize an irrigation system on the Property but after initial installation, it will be responsible for all related new installation expenses, repairs, and maintenance.
- g) The Operator will notify the City immediately if any incidents occur at the Property which require medical attention or whenever public safety personnel are called to assist in any circumstance.
- h) The Operator may conduct fundraising events on the Property (but must comply with the special event process, Chapter 65 – *Parks, Recreation and Municipal Facilities, Division 2 and all future amendments*).
- i) Operator will provide and pay for any facility maintenance which may be required on the Property.
- j) The Operator will secure and maintain on file a valid hold harmless agreement approved by the City with respect to each volunteer admitted entering onto the Property. The individual Hold Harmless Agreements signed by the volunteers will include full names, addresses on the approved form. The individual Hold Harmless Agreements will be renewed annually and submitted to the City by June 1st each calendar year.
- k) The City maintains the right to disallow any specific activity which it deems to be contrary to the best interests of the City of Seabrook on the Property and shall notify the Operator of such disallowance in writing.
- l) The City finds that this project will be (city-supported, non city-supported or city-subsidized) for the utilities to include electricity, water, and natural gas.
- m) Any loss or damage to equipment and or materials owned by the Operator shall be the full responsibility of the Operator. The City will have no liability for losses.
- n) Any outside vendor engaged by the Operator to perform work in the Garden must be in accordance with the City's procurement policies.
- o) Damage to City owned property caused by the Operator shall be the responsibility of the Operator.

- p) The Operator shall present to City Council a formal annual performance review on:
1. the activities and accomplishments of the Operator
 2. level of participation by Seabrook residents
 3. any significant change in the Operator's purpose, goals, objectives in relation to establishment Resolution 2021-14
- q) Requests by the Operator for support from City staff must be made through the City Manager's Office. Costs for these services will be determined on a case by case basis and will be payable in full within thirty (30) days of completion.
- r) Operator shall ensure any City signage on the Property remains visible and shall not obscure such signage, nor permit others to do the same without prior written consent of the City.

Operator shall require any volunteers participating in activities on the Property involving direct contact with youth to complete the Application & Background Check Process detailed in the City's Volunteer Policy, Resolution No. 2018-03, or as subsequently amended. Operator shall not permit any volunteer to participate in such activities without the specific prior written approval from the City.

8. **CONFLICTS OF INTEREST:** No officer or employee of the City shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this agreement, the Operator shall not accept employment or an obligation which is inconsistent with or Operator's obligations under this agreement.
9. **OPERATOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS:** Operator represents to and covenants with City that the representations made by it are true and correct and that Operator shall use the Property only for such purposes as described.
10. **FINANCIAL TRANSPARENCY:** The Operator and the City agree that any all financial documents (including any all records of donations), receipts and information shall be available to each party at any time.
11. **EXPANSION OF USE OF PROPERTY:** The Operator must make written request for change in purpose of use to the City Manager and approval by City Council.
12. **RELATIONSHIP OF THE PARTIES:** The Operator shall be an independent contractor of its activities on the Property and shall not be an agent of the City of Seabrook. The City is granting the Operator the right to use the Property for gardening purposes only, and it is not the intent of the parties that a Landlord/Tenant relationship is created by this Agreement, nor is it the intent that this Agreement creates any third-party beneficiaries. It is also not the intent that no commercial or property value benefit be derived from the current Operator.

13. **THIRD PARTY REPRESENTATIONS AND USE OF CITY LOGO:** The Operator shall not use the City logo as representation or imply association as a representative of the City for soliciting funds, grants or other income.
14. **SOVEREIGN IMMUNITY:** The City does not waive its right of sovereign immunity, its police power to provide for the public interest and safety, nor its municipal authority to provide for and protect its assets by entering into this Agreement.
15. **INDEMNITY: THE OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES KNOWN OR UNKNOWN, AND ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN CONNECTION WITH ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**
16. **INSURANCE REQUIRED:** The Operator will maintain current Commercial General Liability Insurance Policy with limits of \$1,000,000 per occurrence, with the City named as an additional named insured, and Operator will provide the City's Risk Manager with a current copy of each such policy. A Certificate of Insurance in an acceptable format and in compliance with this subsection is attached to this Agreement as ***Exhibit C***. Failure of the Operator to maintain Commercial General Liability Insurance could result in the immediate termination of the agreement. The City shall have the right to make reasonable increases to the minimum required limits of liability during the term of this Agreement or any renewal or extension hereof. Operator shall be responsible for all deductibles and self-insured retentions under its insurance policies.
17. **COMPLIANCE WITH LAWS:** Operator, by exercising the rights granted herein, shall not discriminate, or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, sexual orientation, religion, national origin or ancestry, age, physical handicap, or disability. Non-compliance with such assurances shall constitute a breach of this Agreement, and in the event of non-compliance, City may take appropriate action to enforce compliance and, at its option, may terminate this Agreement or seek judicial enforcement thereof. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with all federal state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies in any manner affecting performance of the agreement, and venue shall lie in Harris County, Texas. Notices. All notices regarding this Agreement shall be addressed from one party to the other according to the following: 1) City of Seabrook, City Manager, 1700 First Street, Seabrook, TX; 2) Carothers Coastal Gardens Non-Profit, 15150 Middlebrook Dr, Houston, Texas 770585
18. **REMEDIES FOR DEFAULT:** In the event that Operator defaults on any of its obligations as set forth, Operator shall have a ten-day period in which to cure the default calculated from the day that Operator is notified of the default. Should Operator fail or refuse to cure the default, then City, in its sole and absolute discretion, may terminate this Agreement. At no time shall Operator be entitled to the remedy of specific performance. City reserves the right to exercise all legal and equitable remedies available to it in the event of an uncured default by Operator.

19. **AMENDMENTS:** No modification too this agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

IN WITNESS WHEREOF the parties hereto have subscribed their names the date first written above.

[REMAINED OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

CITY:

City of Seabrook

OPERATOR:

CAROTHERS COASTAL GARDENS

By: _____
Thomas Kolupski
Mayor

By: _____

ATTEST:

Witnesses:

Signature

Print Name: _____

Signature

Print Name: _____

Witnesses:

Signature

Print Name: _____

Signature

Print Name: _____

EXHIBIT A
AERIAL PHOTOGRAPH AND BOUNDARY

Exhibit A
- LEASED PREMISES



EXHIBIT B
RESOLUTION 2021-21
CITY COUNCIL –ESTABLISHING CAROTHERS COASTAL
COMMUNITY GARDEN

EXHIBIT C

CERTIFICATE OF INSURANCE

ACORD **CERTIFICATE OF LIABILITY INSURANCE** (FORM NO. 101-1-01)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFIRMS THE COVERAGE AFFORDED BY THE POLICY HEREIN. THIS CERTIFICATE DOES NOT ALTER OR CHANGE THE COVERAGE AFFORDED BY THE POLICY HEREIN. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTOMATICALLY SUBORDINATE TO THE POLICY AND THE CERTIFICATE HOLDER.

IMPORTANT: If this certificate holder is an additional insured, the policy must be reviewed. A SUBROGATION IS WAIVED against the terms and conditions of the policy. Further policies may require an endorsement. A statement on this certificate does not confer rights to the policyholder under the policy and endorsement(s).

POLICY NO.	INSURER	DATE
	INSURER'S NAME	DATE
POLICY NO.	INSURER'S NAME	DATE
	INSURER'S NAME	DATE
POLICY NO.	INSURER'S NAME	DATE
	INSURER'S NAME	DATE
POLICY NO.	INSURER'S NAME	DATE
	INSURER'S NAME	DATE

CERTIFICATE HOLDER: **CERTIFICATE NUMBER:** **EXPIRATION DATE:**

THIS IS TO CERTIFY THAT THE POLICY OR POLICIES LISTED HEREIN HAVE BEEN ISSUED TO THE POLICYHOLDER HEREIN FOR THE POLICY PERIOD INDICATED. COVERAGE UNDER THIS POLICY IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS. THE POLICYHOLDER AGREES TO HOLD THE ISSUING INSURER HARMLESS FOR THE POLICY PERIOD INDICATED. THE POLICYHOLDER AGREES TO HOLD THE ISSUING INSURER HARMLESS FOR THE POLICY PERIOD INDICATED. THE POLICYHOLDER AGREES TO HOLD THE ISSUING INSURER HARMLESS FOR THE POLICY PERIOD INDICATED.

TYPE	NAME OF INSURANCE	DATE	EXPIRATION DATE	COVERAGE	AMOUNT
GENERAL LIABILITY	GENERAL LIABILITY			GENERAL LIABILITY	\$
	GENERAL LIABILITY			GENERAL LIABILITY	\$
AUTOMOBILE LIABILITY	AUTOMOBILE LIABILITY			AUTOMOBILE LIABILITY	\$
	AUTOMOBILE LIABILITY			AUTOMOBILE LIABILITY	\$
FIRE	FIRE			FIRE	\$
	FIRE			FIRE	\$
WATER	WATER			WATER	\$
	WATER			WATER	\$
THEFT	THEFT			THEFT	\$
	THEFT			THEFT	\$
BURGLARY	BURGLARY			BURGLARY	\$
	BURGLARY			BURGLARY	\$
VANDALISM	VANDALISM			VANDALISM	\$
	VANDALISM			VANDALISM	\$
FLOOD	FLOOD			FLOOD	\$
	FLOOD			FLOOD	\$
HAIL	HAIL			HAIL	\$
	HAIL			HAIL	\$
WINDSTORM	WINDSTORM			WINDSTORM	\$
	WINDSTORM			WINDSTORM	\$
HURRICANE	HURRICANE			HURRICANE	\$
	HURRICANE			HURRICANE	\$
TORNADO	TORNADO			TORNADO	\$
	TORNADO			TORNADO	\$
ICE	ICE			ICE	\$
	ICE			ICE	\$
FALLING OBJECTS	FALLING OBJECTS			FALLING OBJECTS	\$
	FALLING OBJECTS			FALLING OBJECTS	\$
VOLCANIC ACTIVITY	VOLCANIC ACTIVITY			VOLCANIC ACTIVITY	\$
	VOLCANIC ACTIVITY			VOLCANIC ACTIVITY	\$

DESCRIPTION OF CERTIFICATE HOLDER: (List name, address, city, state, zip, country, telephone, fax, e-mail, website, etc.)

CERTIFICATE HOLDER: **CANCELLATION:**

THIS CERTIFICATE IS VALID ONLY IF THE POLICY IS IN FORCE AND THE POLICYHOLDER AGREES TO HOLD THE ISSUING INSURER HARMLESS FOR THE POLICY PERIOD INDICATED. THE POLICYHOLDER AGREES TO HOLD THE ISSUING INSURER HARMLESS FOR THE POLICY PERIOD INDICATED. THE POLICYHOLDER AGREES TO HOLD THE ISSUING INSURER HARMLESS FOR THE POLICY PERIOD INDICATED.

ACORD 101 (01/01/01) The ACORD name and logo are registered marks of ACORD.

Charter Review Timeline

Start Date 2/27/2024

Activity	Start	End	Notes
Discussion Item for Council	3/5/2024	3/5/2024	Determine appointment process for Charter Review Commission
Charter Commission Applications	3/6/2024	4/23/2024	Approximately six weeks to gather applications
Charter Review Commission Appointments	5/7/2024	5/7/2024	Resolution to appoint Charter Review Commission members
Charter Review Commission Meetings	5/13/2024	10/25/2024	Not a full 6 months in hopes deliberations are completed a bit early
Council Consideration of Recommendations from Commission	11/5/2024	11/5/2024	Council will determine the amendments to proceed with for Order of Election
Amendments to be reviewed by Legal Council	11/6/2024	12/6/2024	Legal Council to review the amendments
Development of wording for election order by Legal Council	12/6/2024	1/6/2025	Legal review of language for Order of Election for all proposed charter amendments
Period of statutory deadline for ordering the election	1/20/2025	2/14/2025	Timeframe given by state to order our election which will include all election times, polling locations, etc.
Notice of Election to County Clerk	2/14/2025	3/3/2025	Must deliver notice of the election including all candidates and measures to the Harris County Clerk
Deadline to print ballots with all ballot language	3/12/2025	3/12/2025	Ballot language must be proofed and submitted for ballot prep to Hart Intercivic by this date

March 2024

March 2024							April 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	7	1	2	3	4	5	6
10	11	12	13	14	15	16	14	8	9	10	11	12	13
17	18	19	20	21	22	23	21	15	16	17	18	19	20
24	25	26	27	28	29	30	28	22	23	24	25	26	27
31								29	30				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 25	26	27	28	29	Mar 1	2 7:45am Bayside Area Little League Parade (Miramar Shopping Center)
3	4	5 6:00pm Regular City Council Meeting (City Hall 1st Floor)	6	7 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	8	9
10	11	12	13 9:00am Crafts With a Cop (Evelyn Meador 6:00pm GCMCA Meeting (Winding	14 10:00am Pine Gully WWTP Ribbon 6:00pm Seabrook Economic	15 8:00am Lucky Trails Run (Meador Park)	16
17 Lucky Trails Run (Meador Pa	18	19 6:00pm Regular City Council Meeting (City Council Chamber)	20	21 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	22	23 8:00am Trash Bash 2024 (Bay Elementary School)
24	25	26	27	28	29	30 10:00am Easter Excursion (Meador Park)
31	Apr 1	2	3	4	5	6

April 2024

April 2024							May 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	5	6	7	1	2	3	4
14	8	9	10	11	12	13	12	13	14	8	9	10	11
21	15	16	17	18	19	20	19	20	21	15	16	17	18
28	22	23	24	25	26	27	26	27	28	22	23	24	25

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 31	Apr 1	2 6:00pm Regular City Council Meeting (City Hall 1st Floor)	3	4 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	5	6
7	8	9	10 11:30am SEABROOK STATE OF THE CITY ADDRESS - NEW DATE (LAKEWOOD YACHT CLUB)	11 8:30am 3rd Grade Field Trip (City Hall) 6:00pm Seabrook Economic Development Board of Directors Meeting	12	13
14	15	16 6:00pm Regular City Council Meeting (City Council Chamber)	17	18 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	19	20
21	22	23	24	25	26	27
28	29	30	May 1	2	3	4