

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, APRIL 16, 2013 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY APRIL 16, 2013 AT 7:00 PM** IN THE SEABROOK CITY HALL COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK, TX 77586, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE, 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 291-5600 OR FAX (281) 291-5710 FOR FURTHER INFORMATION.

PLEDGE OF ALLEGIANCE

1.0 PRESENTATIONS

- 1.1 Proclaim April 22, 2013 as "Cody Dennings Day" in the City of Seabrook. (Council)
- 1.2 Present Certificates of Appreciation to members of the Seabrook/SFVD Fire Services Contract Committee. (Council)
- 1.3 Present Certificates of Appreciation to Organizers of the annual "Trash Bash." (Council)

2.0 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. In accordance with the Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

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

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

All consent agenda items are considered by the City Council to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a council member, city manager, city attorney or city secretary so requests, in which event the item will be removed from the Consent Agenda and considered

immediately following the Consent Agenda.

ATTACHMENT 1

- 3.1 Approve the annual renewal of EDC's professional services agreement with Riveron Corp. for Waterfront Drive Project administration services in the amount of \$42,000 to be effective April 1, 2013. (EDC)

ATTACHMENT 2

- 3.2 Approve second and final reading of Ordinance No. 2013-07, "Updating and Amending Sign Standards & Related Definitions to Prohibit Human Directional Sign Spinners." (Landis/P&Z)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 6, "SIGN STANDARDS", SUBSECTION 6.02 "DEFINITIONS", BY ADDING NEW DEFINITION FOR "HUMAN DIRECTIONAL/SIGN SPINNER"; SECTION 6.05 "PROHIBITED SIGNS," ADDING NEW SUBSECTION 6.05.13, "SIGN, HUMAN DIRECTIONAL/SIGN SPINNER" BY PROHIBITING SAID USE; 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.

ATTACHMENT 3

- 3.3 Approve a refund of five (5) years of sewer charges to Lakepointe Forest Home Owners' Association in the amount of \$3,565.12. (Lab)

ATTACHMENT 4

- 3.4 Approve a Special Event Permit for a membership recruitment rally for Pack 95 Cub Scouts to be held at Meador Park on Saturday, April 27 from 9:00 a.m. to 3:00 p.m. pending receipt of insurance, temporary signs and a waiver of fees. (Applicant)

ATTACHMENT 5

- 3.5 Approve the March 2013 Community Development Report. (Landis)

ATTACHMENT 6

- 3.6 Approve the March 2013 Public Safety Report. (Holomon)

ATTACHMENT 7

- 3.7 Approve the minutes of the regular City Council meeting on April 2, 2013, (Glaser)

END OF CONSENT AGENDA

- 4.0 **NEW BUSINESS - Council will discuss, consider and if appropriate, take**

action on the items listed below.

ATTACHMENT 8

- 4.1 Consider approval of proposed Resolution No. 2013-08, "Designation of Asparagus Group, L.L.C. in the SH 146 Corridor Empowerment Zone and Provision for Economic Incentives." (EDC/Templin)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, DESIGNATING ASPARAGUS GROUP, L.L.C. FOR INCLUSION IN THE NEIGHBORHOOD EMPOWERMENT ZONE DESIGNATED AS "THE SH 146 CORRIDOR EMPOWERMENT ZONE" BY RESOLUTION 2011-01 AND PROVIDING FOR ECONOMIC INCENTIVES

ATTACHMENT 9

- 4.2 Consider approval of a contract between the City of Seabrook and the Seabrook Volunteer Fire Department for fire services. (Davis)

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

ATTACHMENT 10

- 5.1 Consider funding in the amount of \$5,000 from the General Fund for the University of Houston Clear Lake "Liberty Bell Project" for the encouragement, promotion, and improvement of the exhibition of art and historical preservation. Funding is available through the Reserve Fund. This item was originally discussed on April 2, 2013. (Council)

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

ATTACHMENT 11

- 6.1 Consider approval of the Action Items Checklist which is attached and made a part of this agenda. (Council)

ATTACHMENT 12

- 6.2 Establish future meeting dates and agenda items, including a reminder of the Council planning session on April 30 and the possible rescheduling of the May 21 Council meeting. (Council)

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.

CERTIFICATE

I certify that this notice was posted on the bulletin board on or before Friday, April 12, 2013 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Michele L. Glaser, TRMC
City Secretary



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, APRIL 16, 2013

Submitter/Requestor: P. Chavez

Date Submitted: 4/3/2013 10:40:27 AM

Presenter: P. Chavez

Description/Subject:

Annual renewal of EDC's professional services agreement with Riveron Corp. for Waterfront Drive Project administration services.

Purpose/Need: Administration Issue

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

(Please list description of attachments and number of pages in each attachment)

Riveron Professional Services Agreement

Fiscal Impact:	Budgeted	Yes	Finance Officer Review:
	Budget Amendment Required	Yes	
	Future/Ongoing Impact	Yes	

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

Agenda Language:

Approve the annual renewal of EDC's professional services agreement with Riveron Corp. for Waterfront Drive Project administration services in the amount of \$42,000 to be effective April 1, 2013. (EDC)

City Manager Review:

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

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

STATE OF TEXAS	§	
	§	PROFESSIONAL SERVICES AGREEMENT
HARRIS COUNTY	§	

This Professional Services Agreement (“Agreement”) is made and entered into by and between the Seabrook Economic Development Corporation, a “4B” corporation formed under the Development Corporation Act and the Texas Non-profit Corporation Act, (“EDC”), the City of Seabrook (“City”) and Riveron Corporation, a Texas corporation, (“Riveron”), for the purposes described herein.

WHEREAS, EDC, has been organized to promote economic development for the City within its municipal boundaries and the Board of EDC has adopted an economic development plan outlining these goals; and

WHEREAS, EDC may, by state law, spend a portion of its funds for administrative services to help it meet its legislative mandate for economic development and assist it to manage EDC projects; and

WHEREAS, EDC has adopted as a primary project the infrastructure improvements along Waterfront Drive, in the area of Seabrook, Texas, known as “The Point” (the “Project”), which Project was approved by City Council and noticed in accordance with state law; and

WHEREAS, EDC and the City have applied for grants to fund Project, which have been approved by the award of a grant available through the Economic Development Administration (“EDA Grant”) in the amount of three million dollars, and this EDA Grant has been accepted by the City; and

WHEREAS, EDC desires to fund professional services for the Project, on behalf of the City, to administer the EDA Grant and coordinate with the administration of a CDBG Disaster Program Grant for the Project; and

WHEREAS, Riveron is qualified and willing to perform such grant administration functions; now, therefore,

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

ARTICLE I

Scope of Services

Riveron will provide to the City the services described in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein as if fully set out.

ARTICLE II

Term

This Agreement is for one year, beginning April 1, 2013, subject to the terms and conditions outlined in Article III.

ARTICLE III

Terms of Payment and Service Reporting

3.01. EDC agrees to pay City for RIVERON's services a total amount of FORTY-TWO THOUSAND DOLLARS AND NO 100ths (\$42,000.00) annually, provided such funds are encumbered in the annual budget of EDC, and approved by the City Council of the City of Seabrook.

3.02. The amount in Section 3.01 shall be payable in monthly installments of THREE THOUSAND, FIVE HUNDRED AND NO 100ths (\$3,500.00). RIVERON will submit a monthly invoice to the City for this amount, and City shall process such statements and make timely payment, usually within thirty (30) days of receipt of a statement.

3.03. RIVERON, as part of the payment for services received, shall perform the services outlined in Exhibit A; and shall provide periodic updates to the EDC Director/designee, and to the EDC Board, as requested, to keep them informed of the progress of the Project.

3.04. The parties specifically acknowledge that the funds allocated for payment to RIVERON by EDC are derived from sales tax revenues, and that EDC has only estimated the anticipated tax revenues to be collected during the term of this Agreement in its budget for Fiscal Year 2012-13, and that no estimates have been made of tax revenues for future fiscal years. RIVERON further understands, acknowledges, and agrees that if the tax revenues actually collected in any fiscal year are estimated to be or are actually less than the estimated tax revenues anticipated to be collected during the term of this Agreement, EDC shall be under no obligation to reimburse RIVERON for the full amount set forth in Section 4.01 for any year. RIVERON further acknowledges that, at its request, this Agreement is anticipated to extend into future fiscal years, and funds may not be available or budgeted in future fiscal years, and that any anticipation of extension may not be enforceable under the Constitution and laws of the State of Texas.

ARTICLE IV

Termination

4.01. Either party may terminate this Agreement upon ten (10) days written notice for any reason or upon default by the other party. Default by a party occurs if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should a default occur, the party against whom the default has occurred has the right to terminate all or part of its duties under this Agreement as of the 30th day following the receipt by the defaulting party of a notice describing the default and intended termination, provided: (i) the termination is ineffective if within the 30-day period the defaulting party cures the default or (ii) the termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

4.02. Termination shall also occur at the end of a fiscal year for which funds have been encumbered if funds are not encumbered in the next fiscal year's EDC budget, or if the budget or funds are not approved by the Board of EDC, or by the City Council of the City of Seabrook, Texas.

ARTICLE V

Miscellaneous

5.01 The relationship of RIVERON to City and EDC shall be that of an independent contractor. City, its council, staff and employees, EDC, its Board and its director shall have no authority to direct the day-to-day activities of any of RIVERON's employees or representatives, shall have no authority over RIVERON's decisions in the administrative services contracted for, except as otherwise specifically authorized, required herein, or in accordance with law. The Parties specifically acknowledge that the work RIVERON conducts may create documents or information that is subject to public disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code. EDC and City agree to inform RIVERON when any request for such information is submitted, and handle such requests in accordance with the Texas Public Information Act. RIVERON agrees to timely cooperate with such requests, and provide public documents or information as determined to be public based on decisions of the Texas Attorney General, or Texas courts.

5.02. This Agreement shall be binding upon and inure to the benefit of EDC, the City, and RIVERON and shall not bestow any rights on any third parties.

5.03. Failure of either party hereto to insist on the strict performance of any of the provisions hereof, or failure of performance, shall not be considered a waiver of the right to insist on or enforce, by an appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future failure of performance.

5.04. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas and of the United States of America and is performable in Harris County, Texas.

5.05. All notices required or allowed hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following its deposit into a United States Postal Service post office or receptacle with prepaid postage affixed thereto, and sent by certified mail, return receipt requested, addressed to the respective party at the address set forth below, or at such other address the receiving party may have theretofore prescribed by written notice to the sending party:

If to EDC or CITY: **SEABROOK ECONOMIC DEVELOPMENT CORPORATION**
Attention: President of the Board
1700 First Street
Seabrook, Texas 77586

OR

CITY OF SEABROOK
Attention Mayor
1700 First Street
Seabrook, Texas 77586

If to RIVERON: **Riveron Corporation**
Attention: Sherri Benjamin-Riveron
699 S. Friendswood Drive, Suite 106
Friendswood, Texas 77546

5.06. This Agreement contains the entire agreement of the parties and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the Seabrook Economic Development Corporation, the City of Seabrook, and the Riveron Corporation, and shall be effective as of the 1st day of April, 2013.

SEABROOK ECONOMIC
DEVELOPMENT CORPORATION

ATTEST:

Terry Chapman
Board Secretary

Paul Dunphrey
Board President

DATE:

[Signatures continue on the following page.]

APPROVED BY THE CITY COUNCIL OF THE CITY OF SEABROOK ON
THE _____ DAY OF _____, 2013.

ATTEST:

CITY OF SEABROOK

Michele L. Glaser, TRMC
City Secretary

Glenn Royal
Mayor
DATE: _____

RIVERON CORPORATION

Sherri Benjamin-Riveron
DATE: _____

EXHIBIT A

Project Understanding and Scope of Work

Background

The City of Seabrook (“City”) experienced damaging consequences from Hurricane Ike’s storm surge and winds in September 2008. The Gulf Coast region including the City of Seabrook came under a presidentially declared disaster; thus, several federal agencies received congressional funding to develop disaster recovery programs to aid in community recovery efforts. One such program was available through the Economic Development Administration (“EDA”) where grants were made available for communities to build infrastructure to attract and retain commercial activity. Another program was available through the U.S. Housing and Urban Development’s (“HUD”) Community Development Block Grant (“CDBG”) program where grants were made available to the State of Texas to make grants for infrastructure redevelopment to local communities.

The City developed a proposed approximately \$7 million project for roadway and infrastructure improvements to “The Point.” The proposed project site is a commercial area that was heavily damaged by storm surge during Hurricane Ike.

The City applied for and was awarded an EDA grant for \$3 million for a roadway and infrastructure project at “The Point.” The City also applied for and was awarded a disaster related CDBG grant for \$4,004,076 for additional roadway and infrastructure work to be done in conjunction with the EDA project.

While the EDA grant was made directly to the City by the EDA, the CDBG grant was made by HUD to the State of Texas, then to the City of Seabrook; and Riveron is administering the disaster related CDBG grant on behalf of the City.

Objective

Riveron shall provide the necessary grant administrative services and related activities to complete the Economic Development Administration grant project, including, but not limited to oversight and coordination for the following:

1. Reporting Requirements and Contracts
 - A/E Contracts
 - Reporting Requirements
 - Administrative Contracts
 - Liens Covenants and Leases

2. Plans and Specifications

Project Site & ROW and Easements
Davis Bacon Wage Rates
Plans and Specs Checklist

3. Award and Construction
 - Bid Opening Checklist
 - Recommended Award
 - Executed Contract and Notice to Proceed
 - Change Order
 - EDA Construction Site Sign
4. Financing
 - Instructions and Other Info
 - ACH Vendor Form
 - Pay Request Letter
 - Reimbursement Request
5. Closeout
 - Final Acceptance Report
 - Closeout Checklist
 - Final Acceptance Letter
 - GPRA Reporting

Because the two grants are proposed to fund work in the same project area, there is a need for project coordination of the City's EDA project with the CDBG project. Each grant imposes separate federal regulations and compliance requirements that create a need for both projects' coordination.

Project Management and Quality Control

Riveron will implement a hands-on management approach that will provide an effective grant administration process through continuous coordination with the selected Engineering Firm as project engineer.

Riveron will:

- work with the project engineer to establish a line item budget for the EDA grant
- establish and maintain a records filing system and records retention system for the EDA grant.
- monitor financial responsibilities of the City and serve as reviewer of invoices before the City makes payments on invoices
- coordinate with the selected engineer to meet program objectives and compliance requirements and notify the City with any concerns or suspected fraud, if any
- prepare and submit disclosure reports

- prepare and submit quarterly progress reports
- coordinate with project engineers, environmental and other contractors

Riveron will monitor and record (from information provided by the engineer) compliance with program requirements regarding:

- wage rates
- construction contractor eligibility
- 10 day calls to verify current wage determinations
- preconstruction conference and necessary instruction to contractors
- Notice of Start of Construction
- construction contract(s) for compliance with labor laws and regulations
- employee interviews to verify wages paid
- contractor and subcontractor payrolls (wage / overtime / EEO compliance)
- final wage compliance report

**ORDINANCE NO. 2013 -07
UPDATING AND AMENDING SIGN STANDARDS
AND RELATED DEFINITIONS
TO PROHIBIT HUMAN DIRECTIONAL/SIGN SPINNERS**

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 6, "SIGN STANDARDS", SUBSECTION 6.02 "DEFINITIONS", BY ADDING NEW DEFINITION FOR "HUMAN DIRECTIONAL/SIGN SPINNER"; SECTION 6.05 "PROHIBITED SIGNS," ADDING NEW SUBSECTION 6.05.13, "SIGN, HUMAN DIRECTIONAL/SIGN SPINNER" BY PROHIBITING SAID USE; 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 generally impact the health, safety and well-being of residents, citizens and inhabitants; and

WHEREAS, the Planning and Zoning Commission of the City of Seabrook has conducted 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 sign regulation; 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.

47 **SECTION 2. AMENDMENT TO THE CODE, APPENDIX A, ARTICLE 6,**
48 **SECTION 6.02 “DEFINITIONS”.**
49

50 Section 6.02, “Definitions” is hereby amended by adding a new definition of
51 “Sign, Human Directional/Sign Spinner” as follows:
52

53 **Sign, Human Directional/Sign Spinner:**
54 **Someone who applies the name of an establishment for commercial advertisement**
55 **on his or her person which directs vehicular or pedestrian movement to such**
56 **establishment, most commonly depicted by holding or wearing a sign, including**
57 **wearing commercial advertising as clothing or as a costume for such purpose.**
58
59

60 **SECTION 3. AMENDMENT TO THE CODE, APPENDIX A, ARTICLE 6,**
61 **SECTION 6.05 “PROHIBITED SIGNS”.**
62

63 **6.05.13 Sign, Human Directional/Sign Spinner: Signs, Human**
64 **Directional/Sign Spinners are prohibited.**
65

66 **SECTION 4. INCORPORATION INTO THE CODE, PENALTY**
67 **CLAUSE.**
68

69 This Ordinance is hereby incorporated and made a part of the Seabrook City
70 Code. Violation of this ordinance is subject to the penalty section of said Code and
71 Ordinance, Section 1-15 “General Penalty and 11.06, “Criminal Enforcement” which
72 provides that any person who shall violate any provision of this Ordinance shall be
73 deemed guilty of an offense and, upon conviction, shall be fined in an amount not to
74 exceed \$2,000.00. Each day of violation shall constitute a separate offense.
75

76 **SECTION 5. REPEAL OF CONFLICTING ORDINANCES.**
77

78 All ordinances or parts of ordinances in conflict or inconsistent with this
79 Ordinance are hereby expressly repealed.
80

81 **SECTION 6. SEVERABILITY.**
82

83 In the event any clause phrase, provision, sentence, or part of this Ordinance or
84 the application of the same to any person or circumstances shall for any reason be
85 adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not
86 affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof
87 other than the part declared to be invalid or unconstitutional; and the City Council of the
88 City of Seabrook, Texas, declares that it would have passed each and every part of the
89 same notwithstanding the omission of any such part thus declared to be invalid or
90 unconstitutional, whether there be one or more parts.
91

SECTION 7. NOTICE.

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

PASSED AND APPROVED on first reading this 2nd day of April, 2013.

PASSED AND APPROVED on second and final reading this 16th day of April, 2013.

BY: _____
Glenn R. Royal, Mayor

ATTEST:

By: _____
Michele L. Glaser, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

From: Myra Bergeron
Sent: Wednesday, March 27, 2013 4:43 PM
To: Pam Lab
Subject: 10-0890-00

Pam,

This account was set up wrong back in 2000, not sure how it was mixed up with another account, it should have been billed as a sprinkler account, but was billed as a little commercial account for restrooms. It has sewer being billed since set up date in 2000. New person took over and was going over the billing and brought to our attention. Guys went out and confirmed, we never had a reason to even look at this account that was in good standing since day one. I did and adjustment up to the last 5 years and this is what I came up with. Let me know what I should do next, please.

4005 Breezewood
10-0890-00

<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>TOTAL</u>
\$576.44	\$701.40	\$644.30	\$716.94	\$749.52	\$176.52	\$3,565.12

Thanks,
Myra Bergeron
Utility Billing Supervisor
City of Seabrook
281.291.5675 Office
281.291.5690 Fax



Revised 01/12

**CITY OF SEABROOK
PARADE, CARNIVAL, SHOW, FESTIVAL,
SPECIAL OR COMMUNITY EVENT
APPLICATION**

Date of Application: 4/8/13 Name of Applicant: Karen McCarty

Full Address of Applicant: [REDACTED]

Day Time Phone: [REDACTED] Night time phone: [REDACTED]

e-mail address: [REDACTED]

Name of Organization, Firm or Corporation on whose behalf this application is made:
Seabrook Pack 95 Cub Scouts

Address of Organization (if different from above): P.O. Box 1046

City: Seabrook State: TX Zip Code: 77586

Phone Number of Organization (if different from above): ()

Is the organization recognized as a non-profit organization for tax purposes? Yes

Requested Date(s) and Times of the Event: Saturday, April 27, 2013 9:00AM-3:00PM

Location of the Event: Rex Meador Park

Will any portion of this event be held on city property? If so, where?
Rex Meador Park

Note: If you will hold the event in a city park or facility, you must also complete an additional application to use city facilities.

Give a brief description of the event: Membership recruitment rally
for Pack 95 Cub Scouts.

Estimated No. of Workers 20 Estimated No. of Attendees 100

Will the event be held in a parking area? No If so, how many parking spaces will be temporarily lost?

How many parking spaces are you providing for the event? parking on Hammer St. or in

Will alcohol be served? No lot by swimming pool may be used
If so, you are required to pay an additional deposit if you wish to serve alcohol on city property. You must also contact the Texas Alcoholic Beverage Commission.

Will admission be charged for this event? No

Special Events Application
Revised 01/12
Page 2

Do you want to display temporary signs or banners to advertise this event? yes

Number of signs for this event 10 Complete the sign permit application attached to the packet. **Please note that signs may only be displayed on private property, with the property owners' permission and with a city permit. Signs are not permitted in any street rights-of-way.**

If this event is a parade, please answer the following additional questions.

Proposed Route (Attach Map): NA

Estimated number and kind of animals to be used: _____

Estimated number of parade participants including, animals and riders, bicycle riders, animal-drawn vehicles, floats motor vehicles, motorized displays and marching units or organizations, such as bands, color-guards, and drill teams: _____

THIS SECTION NEEDS TO BE COMPLETED IN ORDER TO PROCESS YOUR APPLICATION.

This application has been reviewed by the Seabrook Police Chief or designee and the signature below verifies that adequate provisions for security have been made by the applicant.

Nona Holoman
Print name

4/8/13
Date Approved

Police Department Representative

Nona Holoman
Signature
Police Department Representative

Comments: no police help needed

I have enclosed the following items as part of my application and have initialed each relevant item:

1. completed applications form including approval by the Seabrook Police Department.
2. ✓ KH If the event is to be held on city property, an additional application for the use of city facilities.
3. ✓ KH Permit fee in the amount of \$ 50.00. (Non-profit organizations may substitute a letter of request to the City Council requesting a waiver of the permit fee.

Please see attached letter

Special Events Application
Revised 01/12
Page 3

4. NA If event is a parade a deposit fee of _____ is included. Deposits are not waived.
5. Will
send
ASAP A certificate of insurance, naming the City of Seabrook as certificate holder. This insurance provides protection of not less than \$100,000 against liability for damages to property and protection of not less than \$100,000 for protection of injury to the death of one person and of not less than \$300,000 for protection against injury to death of two or more persons in a single accident or occurrence. (A sample certificate of insurance is enclosed.)
6. Kuc For special events, a site plan is attached as required by the Code of the City of Seabrook, Section 4.07. (See attached excerpt.)
7. NA For parades, a map showing the parade route is attached.

NO APPLICATION WILL BE ACCEPTED UNLESS ALL ITEMS LISTED ABOVE ARE PROVIDED.

As applicant, I certify that all information contained in this application is true and correct to the best of my knowledge. I state that I am fully authorized to act and contract for any persons, organizations, firms or corporations on whose behalf this application is made. As applicant for the above organization, I do contract and agree that they will jointly and severally, indemnify and hold the City of Seabrook harmless against liability for any and all claims for damage to property or injury to or death of persons arising out of or resulting from the issuance of the permit or the conduct of the participants. As applicant, I understand that I may be held liable as principal in place of the organization for the cost of cleaning or repairing city property which may have sustained damage as a result of the special event. I understand that a special events permit may be issued for no more than five consecutive days. If the permit is granted, I, as representative, agree to adhere to all city ordinances regarding the special event.

I understand that if I am applying to use a city park, community house or other city facility to hold this event, additional applications and fees will be required. I also understand that all required applications, accompanying documents and fees must be submitted to the City Secretary's Office at least 30 days prior to the date of the event, and that the event may not be held without approval of the Seabrook City Council. I have read and have agreed to the above conditions.

KB McCauley
Signature of Applicant

Karen McCauley
Printed Name of Applicant

4/8/13
Date Submitted

FOR OFFICE USE ONLY

Reviewed by City Secretary _____ Date _____

If applicable: Fire Marshal notified _____ Building Official Notified _____ City Mgr _____

This application has been reviewed by the Seabrook City Council on _____
and has been APPROVED DENIED.

The following conditions are placed upon this event: _____

Sign Permit CITY OF SEABROOK

Applicant to complete all numbered spaces. Incomplete applications will not be processed.

Site Address			
1 2455 Pine Brook Ct. Seabrook TX, 77586 713.303.2238			
Sign Owner	Mail Address	Zip	Phone
2 Cub Scouts - Pack 95			
Contractor/ Installer	Mail Address	Zip	Phone
3 NA			
Type of Sign			
4 Temporary Yard Signs			
Describe purpose of sign (ie. election, special event, etc.)			
5 Recruit for Cub Scouts			
Project Value		Approved by	

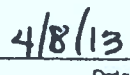
Issuance of this permit all allows for on-site inspections during the time of construction until the time of the final inspection.

DESCRIPTION OF SIGN

Total Height	24"	TYPE OF LIGHTING	
Total square feet of faces of one face:	2	Internal Diffused	☐
Total square feet of all faces:		Indirect	☐
Minimum clearance beneath sign:		Neon	☐
TYPE OF SIGN (please check all that apply)		Directly Lighted	☐
Freestanding	☒	MATERIALS Foundation: ☐ Sign Board: ☐ Support Structure: ☐ Face Material: ☐	
Roof mounted	☐		
Building mounted	☐		
Shopping Center ID sign	☐		
Permanent	☐		
Temporary	☒	*Signs in right-of-ways and easements are prohibited and will be removed at the owner's expense*	
Conventional	☐		
Spectacular	☐		

* Please attach drawings of sign specifications for permanent signs *

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of the laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of this permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or performance of construction.

 Signature of contractor or Authorized Agent	Date	 Signature of Owner (if owner is builder)	Date
---	------	---	------

**CITY OF SEABROOK
COMMUNITY DEVELOPMENT DEPARTMENT
1700 FIRST STREET
SEABROOK, TEXAS 77586
PHONE #: (281) 291-5669 FAX #: (281) 291-5690**

PLEASE LIST LOCATIONS OF ALL TEMPORARY SIGNS

1. Bay Elementary (Front)
2. Bay Elementary (Back)
3. Meadow Park corner N. Meyer
4. and Hammer - on 4/27/19
5. only.
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

Resolution No. 2011-05
Page 8

ATTACHMENT 1

APPLICATION FOR:

1. Community House
 2. Meador Pavilion
 3. Other Pavilions/Gazebos (not Meador or Pool Pavilion)
 4. Pool Parties
-
- A. Pool Pavilion
 - B. Game Room
5. Baseball Fields
 6. Pine Gully Park
 7. Other City Park

Fee Category: _____
Rental Fee: _____
Deposit: _____
Security Deposit: _____
Special Events Fee: _____

Total Amount Due: _____

I UNDERSTAND I MUST BE AT LEAST 21 YEARS OF AGE KMC (initials)

GROUP OR COMPANY Cub Scouts - Pack 95 Seabrook

NAME: Karen McCarley

ADDRESS: _____

CITY: Seabrook TX

ZIP CODE: 77581

HOME/MOBILE PHONE _____

WORK PHONE: _____

E-MAIL ADDRESS: kmcicarley@att.net

TYPE OF EVENT: Membership recruitment rally for Cub Scout Pack 95

DATE OF EVENT: 4/27/13 TIME FROM: 9:00 AM TO: 3:00 PM

NUMBER OF PEOPLE ATTENDING 100 WILL ALCOHOL BE SERVED? No

IS THIS A PRIVATE EVENT No OR CAN THE PUBLIC ATTEND Yes

(If an outside event is open to the public, you must complete a special events permit application also.)

TERMS

Applicant represents and certifies that:

1. All information provided in this application is true and correct.
2. Applicant and user will bear all cost of clean-up and damage; and for this purpose the City may retain part or all of the deposit, and excess will be immediately paid to applicant and user, or either of them, upon request.
* Applicants are required to clean up the Community House the same day/evening of reservation. Failure to clean the building will result in loss of deposit.
KMC (initials)
3. Deposits will not be refunded until keys have been returned. KMC (initial)
4. Misrepresentation or erroneous information in this application constitutes grounds for denial of future applications and use.
5. WAIVER OF LIABILITY:
a. I understand the City of Seabrook is not responsible for the loss or damage to any equipment or supplies of the renter. KMC (initials)

Resolution No. 2011-05
Page 9

b. To the fullest extent permitted by law, RENTER, shall indemnify and hold harmless the City of Seabrook from and against claims, damages, losses, and expenses, including but not limited to, attorney's fees, which arise out of or in any way relate to any and all personal injury, death and/or property damage in connection with rental by the City to the rental of the Facility (as defined above), and arising out of any act and/or omission by the City and/or of any and all of the City's agents, representatives, servants, and employees, including, but not limited to, negligence, gross negligence, strict liability, breach of express or implied warranty, breach of fiduciary duty, breach of the duty of good faith and fair dealing, fraud, conspiracy, conspiracy to defraud, deceptive trade practice allegations, misrepresentations, or contribution, or any other claim, whether based on a tort, contract, or under any theory of recovery, under any state or federal law, or whether for compensatory or punitive damages (or any types of damages whatsoever). In no event will the City of Seabrook be liable for special indirect or consequential damages arising out of, or in connection with, the rental of the Facility rendered under this Agreement.

6. I have read the rules and regulations and understand the fee structure to which time I have chosen.
7. I understand I must be at least 21 years of age for this application to be considered.
8. I have received a copy of the resolution which applies. KM' (initials)
9. The City requires that the applicant provide adequate security protection at any function attended by varying numbers of persons and has guidelines for the number of peace officers needed per volume of attendants and the nature of the function (see attachment 2). In addition to other prepaid deposits required, the applicant shall prepay a deposit of 100% of the cost per officer per hour to be required for the event at the time of the application. **Those moneys shall be held by the City and deposited in a City holding account to assure that adequate security** is present for all events, but the contract for security services is between applicant and the individual peace officer(s), even when off duty Seabrook police officers are engaged. If a City peace officer is working a party on City premises, off duty under private party contract, he or she is not acting in his or her official capacity as a City employee and is an independent contractor in providing these services. **The holding of the deposit by the City is to assure that security shall be on hand to protect City property, but payment for said services shall be from applicant to the officer, even if the applicant releases the deposit to the peace officer instead of paying him or her direct.** Said fees are not salary. City shall not ever be anything more than the holder of the deposit and shall release same as directed by the parties since it shall never become City funds.

DATE(S) AND TIME(S): _____

CONDITIONS, IF ANY: _____

KBM' C. C. C.
APPLICANT SIGNATURE

4/8/13
DATE

CITY MANAGER SIGNATURE

DATE

Site Plan for Seabrook Cub Scout Pack 95 Membership Recruitment Rally

North Meyer

There will be five activity stations set up where the boys will be able to complete different cub scout related activities, such as setting up a tent, making a first aid kit, and such. A sign up table will be located under the pavillion. The event will be "come and go" as the families do not need to stay the entire time.

Station
4

Station
3

Volleyball

Station
5

Sign Up
Table
Pavillion
Station
1

Station
2

Skate
Park

Parking

Hammer St.

Parking

City of Seabrook
Attn: Michelle Glaser, City Secretary
1700 1st Street
Seabrook, Texas 77586

April 8, 2013

Dear Ms. Glaser,

This letter is in reference to an application for use of the Rex Meador Park Pavilion on Saturday, April 27, 2013, by the Seabrook Cub Scout Pack 95. We would like to request a waiver for the additional permit fee of \$50.00 due to our organization being a non-profit entity. We currently have a \$50.00 deposit on file with the City of Seabrook to be used as a security deposit for any events which require this fee.

If you have any additional questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. McCarley'.

Karen McCarley
Committee Chairman
Cub Scout Pack 95

713-303-2238 (cell)
713-740-0919 (office)



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, APRIL 16, 2013

Submitter/Requestor: Sean Landis

Date Submitted: 4/9/2013 7:20:18 AM

Presenter: Sean Landis

Description/Subject:

Monthly Building Report for March.

Purpose/Need: Administration Issue

Background/Issue(What prompted this need):

N/A

Impacted Parties(Expected/Notified): N/A

Miscellaneous Comments:

7 New Residential Permits issued for the month of March totaling, \$2,412,325.

0 New Commercial Permits issued for the month of March.

1905 El Mar (Kroger Remodel) totaling, \$647,105.

Attachments:

(Please list description of attachments and number of pages in each attachment)

Building Report

Fire Inspections Report

**Fiscal
Impact:**

Budgeted

No

Finance Officer Review:

Budget Amendment Required

No

Future/Ongoing Impact

No

Budget Dept/Line Item Number

Funding Comments:

N/A

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

N/A

Agenda Language:

Approve the March 2013 Community Development Report. (Landis)

City Manager Review:

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

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

Building Department Statistics **MARCH 2013**

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	7	\$2,412,325.11	\$11,796.00
Building Additions	12	\$225,731.57	\$2,545.00
New Commercial	0	\$0.00	\$0.00
Commercial Additions	5	\$882,205.00	\$7,642.50
New City	0	\$0.00	\$0.00
City Additions	0	\$0.00	\$0.00
Electrical	14	\$190,750.00	\$2,271.00
Fill	2	\$2,050.00	\$6,502.61
Irrigation	2	\$9,350.00	\$323.75
Mechanical	11	\$87,291.37	\$1,685.00
Plumbing	22	\$68,627.00	\$1,242.50
Sign	3	\$3,550.00	\$230.00
Demolition	0	\$0.00	\$0.00
Fire/Sprinkler	0	\$0.00	\$0.00
Miscellaneous	10	\$147,450.00	\$1,707.50
TOTALS	88	\$4,029,330.05	\$35,945.86

Date	New Residential		Residential Additions		Commercial New & Additions		City Projects New & Additions		*Miscellaneous		Electrical		Irrigation		Mechanical		Plumbing		Monthly Totals		Last Year Totals	
	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	#		
	5	\$1,132,815.05	5	\$51,400.00	3	\$139,537.70	1	\$1,000.00	4	\$48,550.00	20	\$82,400.00	1	\$6,000.00	13	\$60,483.00	14	\$40,600.00	68	\$1,560,786.76	91	\$2,850,109.72
October	7	\$1,465,599.91	9	\$157,880.00	2	\$18,000.00	0	\$0.00	6	\$35,950.00	14	\$34,900.00	2	\$5,500.00	12	\$61,849.50	15	\$76,005.00	67	\$1,585,684.41	67	\$1,185,260.33
November	1	\$344,535.94	4	\$104,000.00	1	\$8,400.00	0	\$0.00	4	\$31,500.00	9	\$47,830.00	0	\$0.00	15	\$357,987.00	15	\$73,989.89	49	\$968,242.83	58	\$2,339,229.71
December	5	\$1,097,808.96	8	\$147,995.00	1	\$4,400.00	0	\$0.00	10	\$92,400.00	11	\$27,250.00	0	\$0.00	10	\$61,658.39	13	\$31,950.00	58	\$1,463,462.36	77	\$2,724,199.81
January	3	\$617,411.87	5	\$93,814.00	2	\$27,000.00	0	\$0.00	6	\$40,057.00	16	\$43,145.00	1	\$2,100.00	12	\$74,695.14	18	\$48,390.00	81	\$946,403.01	82	\$3,643,286.98
February	7	\$2,412,325.11	12	\$225,731.57	5	\$982,205.00	0	\$0.00	15	\$153,050.00	14	\$190,750.00	2	\$9,350.00	11	\$87,291.37	22	\$68,627.00	88	\$4,029,330.06	112	\$2,959,057.97
March																				95	\$1,352,827.27	
April																				100	\$2,468,791.37	
May																				105	\$1,822,629.09	
June																				79	\$2,819,522.17	
July																				94	\$4,810,102.92	
August																				95	\$1,263,318.51	
September																				1056	\$30,028,335.63	
Y-T-D																						
TOTALS																						
Fees Paid																						

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

New Residential Buildings

Y-T-D Total		\$ 98,512.10

#	Water Impact Fees	#	Sewer Impact Fees	#	Water Impact #	Sewer Impact Fees
October	3 \$ 3,444.00	3 \$	2,772.00	April		
November	6 \$ 7,528.56	6 \$	6,659.05	May		
December	1 \$ 1,788.58	1 \$	4,039.05	June		
January	6 \$ 5,740.00	6 \$	4,620.00	July		
February	3 \$ 3,444.00	3 \$	2,790.00	August		
March	7 \$ 9,957.68	7 \$	15,813.15	September		
				Y-T-D Total		
					Water Impact	Sewer Impact
					\$31,902.80	\$38,603.25

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}318WATERFRON Alfredo's Grocery
318 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/15/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

HIALEAH1908 Alpha Montessori
1908 Hialeah DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2500 BATAVIA
2500 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/19/2013		100 PLAN REVIEW - General	0.00	
03/20/2013		100 PLAN REVIEW - General	0.00	
Total Activities for Occupancy: 2			0.00	

BAYPORT1502 Bay Elementary
1502 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}NASA3520 Bay Park Apartments
3520 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/01/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1810 Bay Texaco
1810 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/01/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

WATERFRONT41 Baybrook Fresh Seafood
416 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/22/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

SEAB01 C Brook Salon
1002 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/15/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}CFOS01 C. Foster & Asso.
2100 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/22/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

FIRST1700 CITY HALL
1700 1st (First) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

WATERFRONT40 Captain Wick's (Not in Business)
400 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/15/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2901 Comfort Inn & Suites
2901 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}BAYPORT5755 Comfort Suites
5755 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/11/2013	200	INSPECTION - General	0.00	
03/29/2013	790	INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 2			0.00	

LARRABEE1914 Crew Quarters Apartments
1914 Larrabee ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/01/2013	205	Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2100#201 Del Mar Capital
2100 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/22/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2833 EVANS & EDMONDSON INCORPORATED
2833 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/01/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}

MEYER2400 EVELYNN MEADOR LIBRARY
2400 N Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

EMER01 Emery's Seafood
510 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/22/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3101 Endeavour Marine
3101 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

GINA01 Gina Gonzalez Day Care
3406 Bay Breeze DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/01/2013		200 INSPECTION - General	0.00	
03/11/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 2			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}NASA3000 Hampton Inn
3000 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

JSBA01 JSB Autobahn
3014 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/22/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1505 Karanchos
1505 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/15/2013		200 INSPECTION - General	0.00	
03/22/2013		820 CONSULTATION - Fire Protection	0.00	
03/22/2013		205 Re-Inspection	0.00	
03/26/2013		820 CONSULTATION - Fire Protection	0.00	
03/29/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 5			0.00	

ELMAR1905 Kroger
1905 El Mar LANE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/15/2013		205 Re-Inspection	0.00	
03/29/2013		205 Re-Inspection	0.00	

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}ELMAR1905 Kroger
1905 El Mar LANE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 2			0.00	

NASA3636 La Quinta Inn
3636 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/11/2013	200	INSPECTION - General	0.00	
03/29/2013	790	INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 2			0.00	

NASA 2425 Lakewood Yacht Club
2425 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013	790	INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

BATH101 Outrigger's
101 Bath AVE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/15/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}

BAYPORT2000 Palais Royal
2000 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
03/22/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2727 Pirates Landing Apartments
2727 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

COOK1400 Police Station
1400 Cook ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}NASA2720 Quality Inn
 2720 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2234 Royal Meditteranean Food
 2234 NASA PKWY
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/22/2013		121 PLAN REVIEW - Fire Alarm	0.00	
03/28/2013		121 PLAN REVIEW - Fire Alarm	0.00	
Total Activities for Occupancy: 2			0.00	

SHIPYARD Seabrook Marina
 1900 Shipyard DR
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

LAKESIDE3300 Seabrook United Methodist Church
 3300 Lakeside DR
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/01/2013		221 INSPECTION - Fire Alarm	0.00	
03/04/2013		205 Re-Inspection	0.00	
03/11/2013		205 Re-Inspection	0.00	
03/29/2013		790 INVESTIGATION - Other	0.00	

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}LAKESIDE3300 Seabrook United Methodist Church
3300 Lakeside DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 4			0.00	

EMEYER1850 Seabrook Volunteer Fire Department #1
1850 E Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

SEAG01 Seagate - Gate and Hydrant
3663 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/11/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT5745- Shell - Seabrook Market
5745 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/11/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SECOND Shoreview Plumbing
1502 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
------	------	------	-----------	-----

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}

03/22/2013	200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1		0.00	

NASA1918 Signature Bistro
1918 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/22/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

BAYA01 Solutions Self Chem
2709 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/22/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

FIFTH2109 Springhill Suites
2109 5th (Fifth) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/11/2013		200 INSPECTION - General	0.00	
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 2			0.00	

BAYPORT Subway
5735 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/11/2013		200 INSPECTION - General	0.00	

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}

BAYPORT Subway
 5735 Bayport Blvd (SH 146)
 Seabrook, TX 77586

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

REPSDORPH240 Teakwood Apartments
 2401 REPSDORPH
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/19/2013		890 CONSULTATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1105 The Kafarhause
 1105 Bayport Blvd (SH 146)
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/11/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2613 1/2 Turtle Club
 2613 1/2 NASA PKWY
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/22/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

ATTC01 Vacant
 2100 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
------	------	------	-----------	-----

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}

03/22/2013	200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1		0.00	

LILY01 Vacant
 1002 Meyer RD
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/22/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SALE01 Vacant Lot
 2710 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/22/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
03/01/2013		205 Re-Inspection	0.00	
03/29/2013		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 2			0.00	

WATE01 Waterfront Seafood
 510 Waterfront DR
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/22/2013		200 INSPECTION - General	0.00	

SVFD

Inspections by Occupancy

Date Completed Between {03/01/2013} And
{03/31/2013}WATE01 Waterfront Seafood
 510 Waterfront DR
 Seabrook, TX 77586

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

NASA3128 Your Printing Now
 3128 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
03/01/2013		205 Re-Inspection	0.00	
03/22/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 2			0.00	

Grand Total Activities: 68

Grand Totals: 0.00 0.00



*CITY
OF
SEABROOK*

Date of Meeting: April 16, 2013

Submitter/Requestor: Chief Nona Holomon

Date Submitted: Apr. 4, 2013

Presenter: Chief Nona Holomon

Description/Subject: Public Safety Activity Report for March 2013

Purpose/Need: Policy Issue ☐ Administrative Issue: The Public Safety Department's (Police, Fire, CLEMC and Animal Control) will show accountability through statistical data.

Background/Issue: Mayor and City Council request the Seabrook Police Department to present a monthly activity report for review. In an effort to show activity from all other public safety entities we will combine our reports and submit for review.

Impacted Parties (Expected/Notified): Citizens of Seabrook, council and staff

Attachments: Copy of reports. (Charts and graphs)

Fiscal Impact: Budgeted ☐ Yes ☐ No

Finance Officer Review:

Budget Amendment required ☐ Yes ☐ No

Future/Ongoing Impact ☐ Yes ☐ No

Budget Dept/Line Item Number

Funding Comments: N/A

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

Suggested Motion: Motion to accept report.

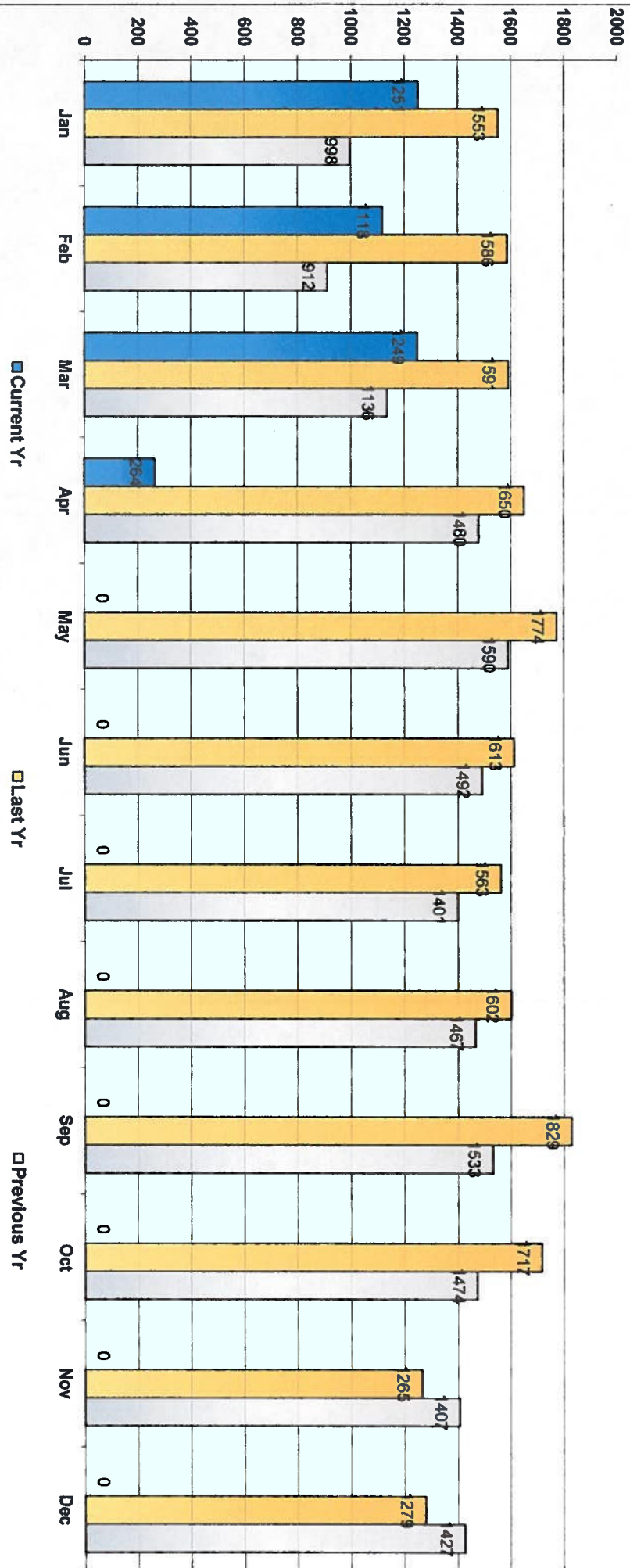
Sent to City Attorney for review

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

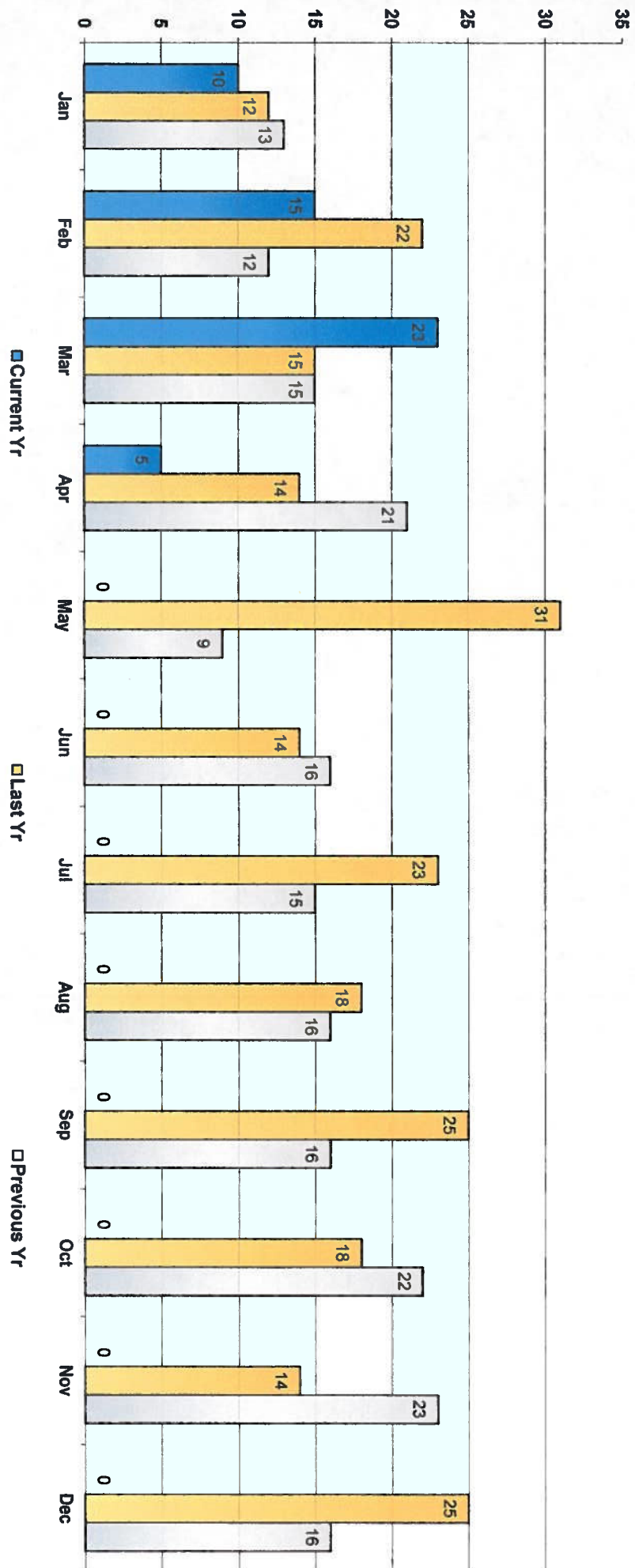
Received and accepted by the City Secretary/Assistant

Returned by the City Secretary/Assistant (If incomplete)

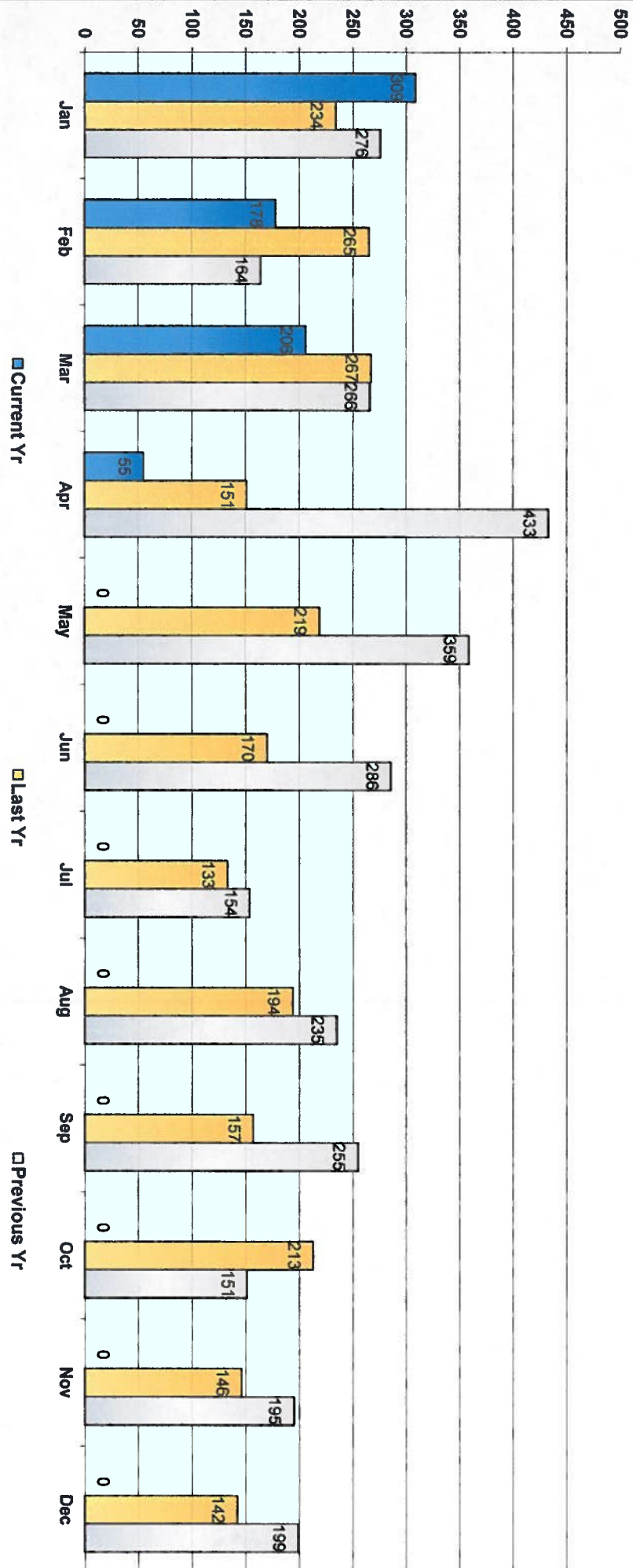
**Seabrook Police Department
Total Calls-For-Service
As Of April 8, 2013**



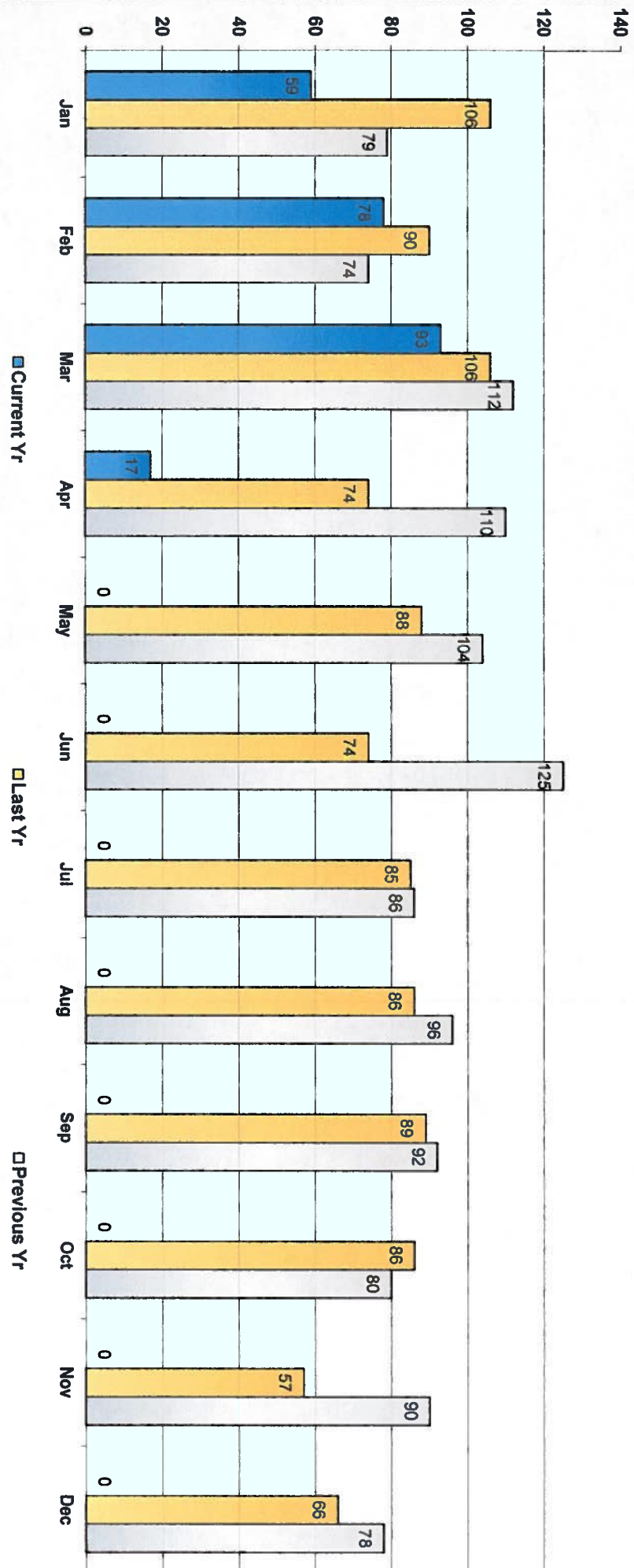
**Seabrook Police Department
Total Accidents
As Of April 8, 2013**



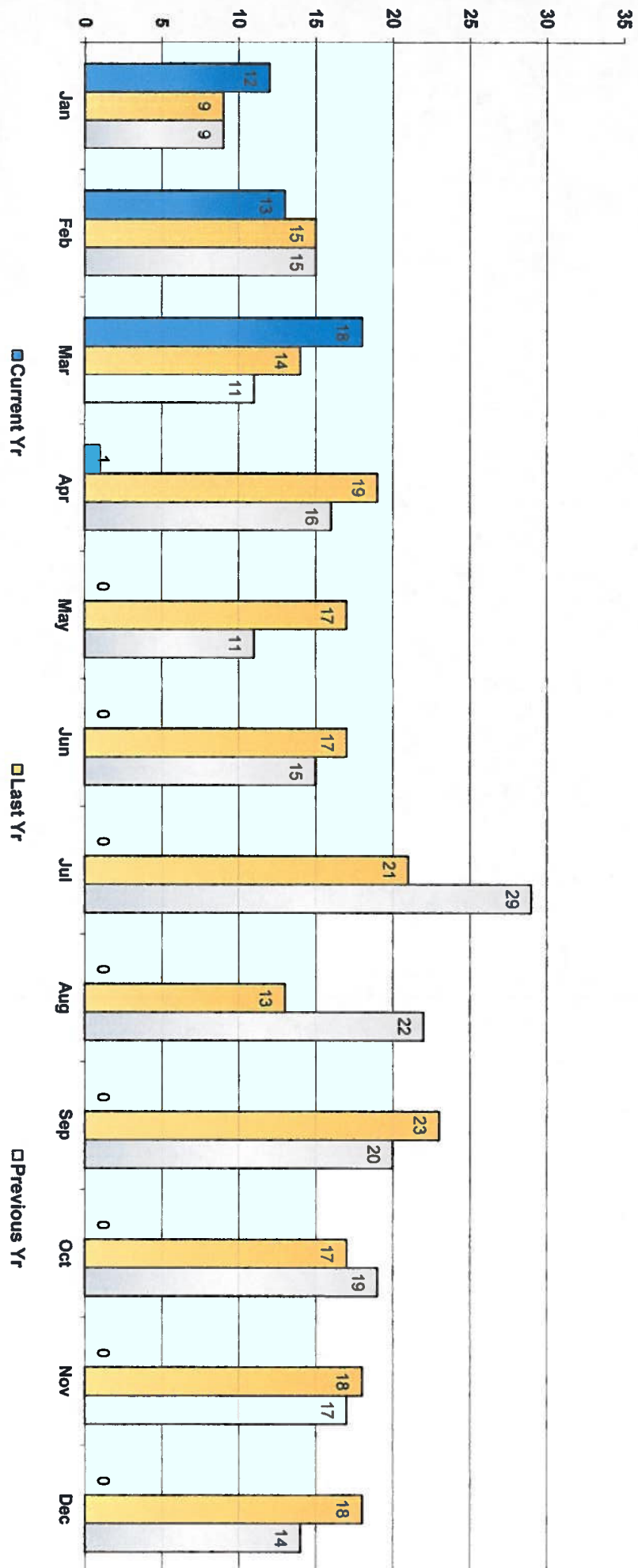
**Seabrook Police Department
Total Traffic Tickets
As Of April 8, 2013**



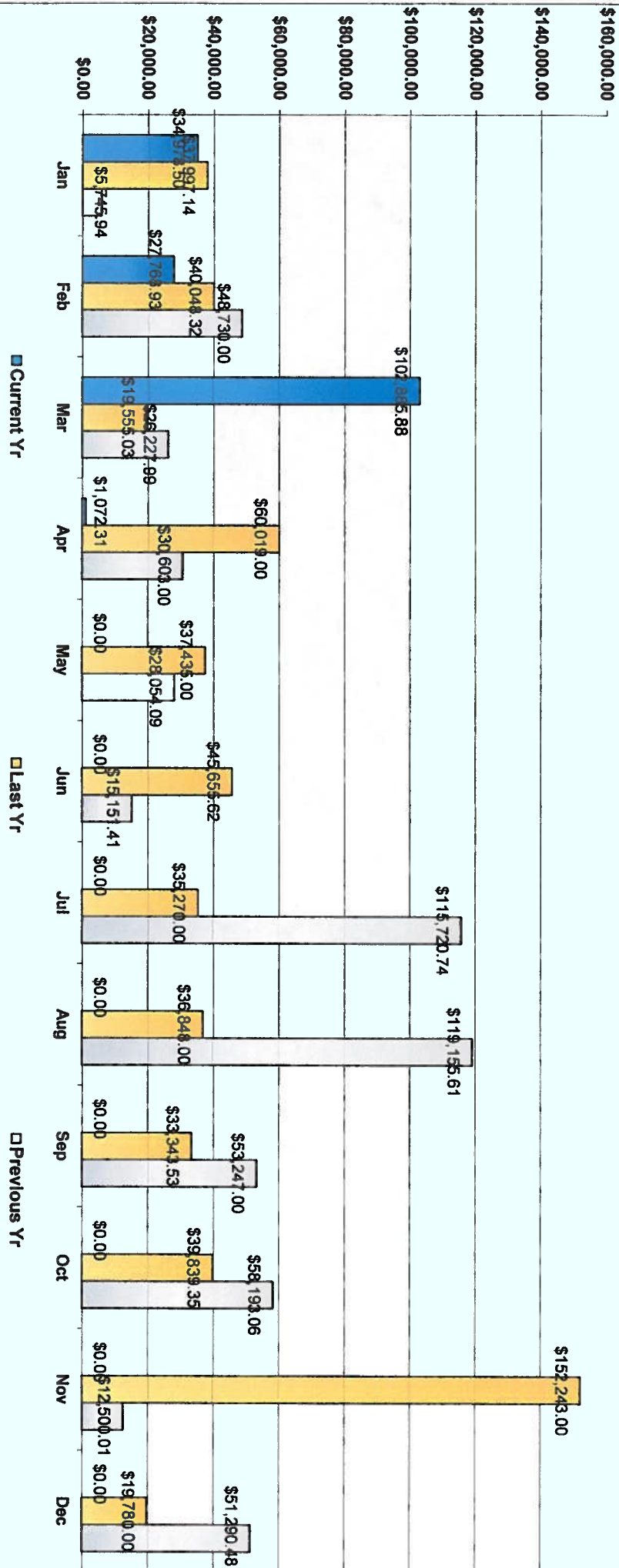
**Seabrook Police Department
Total Arrests
As Of April 8, 2013**



**Seabrook Police Department
ALL PART-I OFFENSES
As Of April 8, 2013**



**Seabrook Police Department
Stolen Property Value
As Of April 8, 2013**



DETECTIVE ACTIVITY REPORT

3/1/2013 Through 3/31/2013

[illegible]

**CITY OF SEABROOK TEXAS
MONTHLY HUMANE OFFICER REPORT
MONTH OF March 2013**

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	YEAR TO DATE LAST YEAR
Dogs and Cats Picked Up	03	15	90	114
Wildlife: Deceased & Alive	10	12	38	97
Animals Adopted Out	03	01	26	10
Animals Returned to Owners From Shelter	02	04	18	20
Animals Returned to Owners on the Street	01	07	35	18
Animals Destroyed	01	05	27	61
Rabid Animals Verified	00	00	00	00
Complaints/Animal Calls	56	40	427	444
Revenue: Pound Fees	\$221.00	\$96.00	\$586.00	\$644.00
Animal Bites Reported	02	01	02	02
Citations Issued	03	31	29	99

Humane Officer D.MARSHALL

CLEMC REPORT

Seabrook Stats Report MAR13

	Jan-13	Feb-13	Mar-13	3 Month Total
Allergic Reaction	0	2	1	3
Assist by EMS	1	0	2	3
Attempted Suicide	2	1	1	4
Breathing problems	0	3	5	8
Choking	1	0	0	1
CPR	0	0	0	0
CVA	3	0	0	3
Death Investigation	0	0	0	0
Diabetic	3	1	3	7
Drowning	0	0	0	0
Heart problems/pain	7	12	3	22
Injured person	14	16	30	60
Major Accident	1	0	0	1
Medical Alert Alarm	1	1	0	2
OB Baby Call	0	1	0	1
Overdose	2	2	2	6
Seizure	3	2	3	8
Sick Call	12	19	22	53
Trauma Gunshot/Stabbing	0	0	2	2
fire stand-by	0	0	0	0
Unconscious	3	3	3	9
Total	53	63	77	193

Response Time

45Min48Sec

4Min42Sec

4Min58Sec

Average Response Time

4Min50Sec

Last year same time period

	Jan-12	Feb-12	Mar-12	3 Month Total
Allergic Reaction	0	0	0	0
Assist by EMS	1	4	6	11
Attempted Suicide	1	1	1	3
Breathing problems	2	3	5	10
Choking	0	0	1	1
CPR	0	0	0	0
CVA	1	0	1	2
Death Investigation	0	0	0	0
Diabetic	5	0	0	5
Drowning	0	0	0	0
Heart problems/pain	1	3	4	8
Injured person	18	15	12	45
Major Accident	0	0	1	1
Medical Alert Alarm	0	2	1	3
OB Baby Call	1	1	1	3
Overdose	0	1	1	2
Seizure	0	1	3	4
Sick Call	9	10	16	35
Trauma Gunshot/Stabbing	0	0	0	0
fire stand-by	0	0	0	0
Unconscious	1	0	4	5
Total	40	41	57	138

Average Response Time

Response Time	4Min44Sec	4Min36Sec	4Min52Sec	4Min44Sec
---------------	-----------	-----------	-----------	-----------

Seabrook City Council Regular Meeting
Minutes of April 2, 2013
Page 1

The City Council of the City of Seabrook met in regular session on Tuesday, April 2, 2013 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL - Ex. Abs.	MAYOR
ROBERT LLORENTE	COUNCIL PLACE NO. 1
MIKE GIANROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	COUNCIL PLACE NO. 3
DON HOLBROOK	COUNCIL PLACE NO. 4
THOM KOLUPSKI	COUNCIL PLACE NO. 5
LAURA DAVIS	MAYOR PRO TEM & COUNCIL PLACE NO. 6
KELLY TEMPLIN	CITY MANAGER
GAYLE COOK	ASSISTANT CITY MANAGER
STEVEN L. WEATHERED	CITY ATTORNEY
MICHELE L. GLASER	CITY SECRETARY

Mayor Pro Tem Davis called the meeting to order at 7:00 p.m. and led the audience in the United States and Texas Pledges of Allegiance.

1.0 PRESENTATIONS

1.1 Presentation of a Proclamation for Fair Housing Month. (Royal)

Mayor Pro Tem Davis presented the proclamation to Building Official Sean Landis.

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS- None

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

Several upcoming events were announced.

3.0 SPECIFIC PUBLIC HEARING(S)

3.1 Conduct a public hearing on proposed Ord. No. 2013-07, "Updating and Amending Sign Standards & Related Definitions to Prohibit Directional Sign Spinners." (Landis/P&Z)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 6, "SIGN STANDARDS", SUBSECTION 6.02 "DEFINITIONS", BY ADDING NEW DEFINITION FOR "HUMAN DIRECTIONAL/SIGN SPINNER"; SECTION 6.05 "PROHIBITED SIGNS," ADDING NEW SUBSECTION 6.05.13, "SIGN, HUMAN DIRECTIONAL/SIGN SPINNER" BY PROHIBITING SAID USE; 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

Seabrook City Council Regular Meeting
Minutes of April 2, 2013
Page 2

PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Building Official Sean Landis said that Planning and Zoning Commission (P&Z) reviewed the sign ordinance in June-August, 2012 as requested by City Council. After reconsideration the Commission stood by its original recommendation that sign spinners should be prohibited.

There were no comments from the public.

4.0 BID AWARDS

4.1 Consider staff's recommendation to reject the current bids for the Waterfront Drive Reconstruction Project No. 2013-02 and be re-advertised as a more conservative project. The two bids received exceeded the funds available for the project. (Chairez)

Arthur Chairez, Director of Public Works stated that staff and the city engineer recommended reconfiguring the bid so that it can be within budget.

Motion was made by Councilor Holbrook and seconded by Councilor Kolupski

To take staff's recommendation to reject the bids and to re-advertise.

Councilor Johnson asked for a report on the progress of the new bid and potential bidders at the April 16 Council meeting.

MOTION CARRIES BY UNANIMOUS CONSENT.

5.0 CONSENT AGENDA

5.1 Approve the engagement of Ross, Banks, May, Cron & Cavin, P.C. as Economic Development Corporation attorney. (Chavez)

5.2 Approve an excused absence for Mayor Glenn Royal for the April 2, 2013 council meeting. (Glaser)

5.3 Approve the minutes of the regular City Council meeting on March 19, 2013, (Glaser)

5.4 Removed by Councilor Johnson.

5.5 Approve a special events permit and temporary signs for the annual Texas Outlaw Challenge, a boating event, on June 21 and 22 at the Endeavour Marina complex. Approval will be contingent upon receipt of acceptable proof of insurance prior to the event. (Applicant)

Motion was made by Councilor Holbrook and seconded by Councilor Llorente

Seabrook City Council Regular Meeting
Minutes of April 2, 2013
Page 3

To approve the Consent Agenda with the exception of Item 5.4.

MOTION CARRIES BY UNANIMOUS CONSENT.

END OF CONSENT AGENDA

5.4 Approve the purchase of new 21' Guardian Boat with 250 Yamaha motor at a cost of \$86,452.00. Funds are available in the Seizure Fund and can only be used by the Police Department. (Holomon)

Motion was made by Councilor Kolupski and seconded by Councilor Giangrosso

To approve the purchase request as submitted.

Councilor Johnson asked why the city should purchase a new boat instead of patrol cars. Chief of Police, Nona Holomon stated that cars cannot be purchased from seizure funds. She also stated that the current boat is a 1978 model and needs to be replaced. She reported that approximately \$204,000 is in the seizure fund and there is no deadline in which to use the funds. Mr. Templin added that the police department would like to have a presence on the water as Seabrook is surrounded by water.

Councilor Johnson asked that Council be provided with a list of items that can be purchased with seizure funds. Chief Holomon stated that she would send the list electronically.

MOTION CARRIES BY UNANIMOUS CONSENT.

6.0 NEW BUSINESS

6.1 Consider funding of the University of Houston Clear Lake "Liberty Bell Project" for the encouragement, promotion, and improvement of the exhibition of art and historical preservation project for the promotion of tourism and the hotel industry in the city and vicinity. (Johnson/Davis)

Mayor Pro Tem Davis stated that the criteria for the expenditure of hotel tax funds depends upon a two pronged approach: 1) the expenditure must have a reasonable expectation of increasing overnight hotel stays ("heads in beds"); and 2) must pay for one or more of several items including advertising, convention facilities, promotion of the arts or historical preservation.

Motion was made by Councilor Johnson and seconded by Councilor Kolupski

To place an item on the April 16 agenda to allow Council to donate \$5,000 from the General Fund for this project.

MOTION CARRIES BY UNANIMOUS CONSENT.

Seabrook City Council Regular Meeting
Minutes of April 2, 2013
Page 4

6.2 Consider traffic safety on SH 146 particularly as it pertains to drivers traveling south who attempt to make left turns where there is no light or turning lane. (Johnson)

Mr. Templin stated that the city has received a number of complaints on the issue and has had numerous traffic accidents, including one fatality. He showed slides of the problem area and read from a report by Chief Holomon stating that of the 95 traffic accidents in the city from October 2012 to the present, 23 occurred in the 1000 – 1400 block of SH 146.

Mr. Templin stated that any blocking of left hand turns of vehicles traveling south on SH 146 would also affect drivers traveling north on SH 146. The two primary property owners to be affected by any prohibition would be Dodie Miller, Miller's Machine Shop and Barry Terrell; Tookie's who were invited to give their comments at tonight's meeting. Mr. Templin read a letter from Mr. Miller who stated that he had a minimum number of customers who may be affected and had no objection to the prohibition of such turns. Mr. Terrell, who was at the meeting, stated that the problem may be compounded with the planned addition of Tookie's Seafood Restaurant. He stated that he did not want to impede the traffic flow into Tookie's and would also like to find a solution that would not reduce the number of visitors to Tookie's. It was discussed that many visitors to Tookies are from out of town and are unfamiliar with the option of turning left at the traffic signal on Second Street.

Mr. Templin stated that he had spoken to representatives of TxDOT who indicated that drivers crossing the solid double line to turn do not commit a traffic violation. Options suggested by TxDOT in dealing with this problem include constructing a raised curb or traffic candlesticks to prevent left hand turns or the addition of signs and/ and flashing lights prohibiting such turns, with all expenses to be paid by the city. Council members also discussed an option of installing signage notifying Tookie's customers to access the restaurant by turning on Second or Fourth Street instead of on Third Street. Mr. Templin stated that the TxDOT official had also cautioned about prohibiting left turns for an intermittent problem.

Mr. Templin suggested that he speak with the city engineers on possible solutions and that he report on the suggestions at the April 16 meeting.

6.3 Consider first reading of Ordinance No. 2013-07, "Updating and Amending Sign Standards & Related Definitions to Prohibit Human Directional Sign Spinners." (Landis/P&Z)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 6, "SIGN STANDARDS", SUBSECTION 6.02 "DEFINITIONS", BY ADDING NEW DEFINITION FOR "HUMAN DIRECTIONAL/SIGN SPINNER"; SECTION 6.05 "PROHIBITED SIGNS," ADDING NEW SUBSECTION 6.05.13, "SIGN, HUMAN DIRECTIONAL/SIGN SPINNER" BY PROHIBITING SAID USE; 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

Seabrook City Council Regular Meeting
Minutes of April 2, 2013
Page 5

INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Councilor Holbrook and seconded by Councilor Kolupski

To approve proposed Ordinance No. 2013-07 on first reading with the reading of the caption serving as the reading of the ordinance.

Mr. Llorente read a statement that he would vote against the ordinance as written, as he did not want to place additional restrictions on businesses. He asked that businesses be permitted to use various marketing techniques during special events. Councilor Giangrosso suggested that these marketing techniques also be allowed for 60-90 days after a new business opens. Councilor Holbrook suggested issuing permits to businesses under these special conditions.

Mr. Landis stated that he will take back these recommendations to the Planning and Zoning Commission for consideration. He also stated businesses may be unaware that the current zoning ordinance does allow for some special advertising for a limited time for grand openings and special events. He suggested working with Economic Development Director, Paul Chavez to relay information to the businesses about special temporary advertising currently allowed. He agreed with requiring permits for special advertising.

As there was no further discussion, Mayor Pro Tem Davis stated that Ordinance No. 2013-07 prohibited sign spinners only and called for a vote.

Ayes: Davis, Giangrosso, Holbrook, Johnson, Kolupski.
Nays: Llorente.

MOTION CARRIES BY MAJORITY VOTE.

7.0 ROUTINE BUSINESS

7.1 Consider approval of the Action Items Checklist which is attached and made a part of this agenda. (Council)

The following changes were suggested.

<u>Item #</u>	<u>Description</u>	<u>Status</u>
3	Negotiation of new SVFD contract	Draft on 4/16/13 agenda
11 (new)	Special Advertising Techniques	Ask P&Z to consider rules to allow some types of temporary advertising during special events and grand openings.

Seabrook City Council Regular Meeting
Minutes of April 2, 2013
Page 6

Motion was made by Councilor Holbrook and seconded by Councilor Giangrosso

To approve the Action Items Checklist as amended.

MOTION CARRIES BY UNANIMOUS CONSENT.

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

Items for the next agenda are: 1) Consider contract with the SVFD for fire services; 2) Tookies access; and 3) Provide an update on the status of the Waterfront Improvement Project and potential bidders. A planning session will be held on April 30 at 6 p.m. at Carothers.

8.0 EXECUTIVE SESSION

At 8:07 p.m. Mayor Pro Tem Davis announced that the City Council would now hold a closed executive meeting pursuant to the provisions of the open meetings Act, Charter 551, Government Code, and Vernon's Texas Codes Annotated, in accordance with the authority contained in one or more of the following sections: Section 551.071, Consultation with Attorney; Section 551.072, Real Property; Section 551.073, Deliberation Regarding a Prospective Gift; Section 551.074, Personnel Matters; Section 551.076. Security Devices; and Section 551.087, Economic Development.

Section 551.072

8.1 Conduct a closed meeting as provide by Section 551.072 Texas Government Code to deliberate the purchase of real property as deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. (Templin)

9.0 OPEN MEETING

At 8:29 p.m. Mayor Pro Tem Davis reconvened the meeting in open session and stated that Item 8.1 had been discussed in Executive Session, but no action had been taken.

Upon motion, Mayor Pro tem Davis adjourned the meeting at 8:29 p.m.

Approved on the 16th day of April 2013.

Glenn R. Royal, Mayor

Michele L. Glaser, TRMC
City Secretary



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, APRIL 16, 2013

Submitter/Requestor: K. Templin

Date Submitted: 4/3/2013 11:22:08 AM

Presenter: K. Templin

Description/Subject:

EDC requests Council's endorsement to abate EDC sales tax revenues up to \$100,000 as an incentive for the construction of a Tookies Seafood Restaurant on SH 146. Additionally, EDC would like to recommend that Council waive construction permit fees that are estimated to be approximately \$7590.

Purpose/Need: NA

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

(Please list description of attachments and number of pages in each attachment)

Res. No. 2013-08

Exhibit

publication notice

Agreement

Fiscal Impact:	Budgeted	No	Finance	Officer
	Budget Amendment Required	No	Review:	
	Future/Ongoing Impact	Yes		
	Budget Dept/Line Item Number			

Funding Comments:

EDC proposes abatement up to \$100k of EDC sales tax and waiving building permits for Tookies Seafood.

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Approval of a Tomato Group EDC's tax abatement incentive and waiving permit fees.

Agenda Language:

Consider approval of proposed Resolution No. 2013-08, "Designation of Asparagus Group, L.L.C. in the SH 146 Corridor Empowerment Zone and Provision for Economic Incentives." (EDC/Templin)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, DESIGNATING ASPARAGUS GROUP, L.L.C. FOR INCLUSION IN THE NEIGHBORHOOD EMPOWERMENT ZONE DESIGNATED AS "THE SH 146 CORRIDOR EMPOWERMENT ZONE" BY RESOLUTION 2011-01 AND PROVIDING FOR ECONOMIC INCENTIVES

City Manager Review:

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

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

**CITY OF SEABROOK
RESOLUTION NO. 2013-08**

**DESIGNATION OF ASPARAGUS GROUP, L.L.C. IN THE SH 146 CORRIDOR
EMPOWERMENT ZONE AND PROVISION FOR ECONOMIC INCENTIVES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS,
DESIGNATING ASPARAGUS GROUP, L.L.C. FOR INCLUSION IN THE
NEIGHBORHOOD EMPOWERMENT ZONE DESIGNATED AS “THE SH 146
CORRIDOR EMPOWERMENT ZONE” BY RESOLUTION 2011-01 AND PROVIDING
FOR ECONOMIC INCENTIVES**

WHEREAS, the City Council (the “City”) desires to encourage the development or redevelopment of a certain contiguous geographic area within its jurisdiction and created the SH 146 Corridor Empowerment Zone by City Council Resolution 2011-1; (“the 146 NEZ”) for the property more particularly described in Exhibit A therein, (“the Zone”), all in compliance with Chapter 378 of the Texas Local Government Code; and

WHEREAS, the City has determined that the creation of economic incentives, as identified in the 146 NEZ would promote an increase in economic development within the zone, increasing the public health, safety, and welfare of the persons within the City; and

WHEREAS, the Asparagus Group, L.L.C. (“Owner”) has approached City and Seabrook Economic Development Corporation (“EDC”) for certain economic development incentives to facilitate the redevelopment of certain property located in the 146 NEZ known as 1106 Bayport Boulevard (SH 146), (“the “Property”) and proposes to construct a new restaurant development consistent with the currently existing zoning classification of the real property; and

WHEREAS, pursuant to Chapter 378 of the Texas Local Government Code, the City of Seabrook is empowered and desires to waive all fees for building permits for the initial redevelopment and improvements to the Property, with this waiver to apply to building, plumbing and electrical work for permits sought up to 12 months from the date of the effective date of agreement; and

WHEREAS, the EDC has determined to proceed to appropriately designate the Property as a project to rebate the one-half of one percent sales tax payable to the EDC collected from The Asparagus Group, LLC in an amount not to exceed \$100,000.00, or for a period of up to ten (10) years, whichever occurs first; and

WHEREAS, the City finds that the incentives provided herein will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City;

Resolution No. 2013-08
Page 2

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

Section 1. That the facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. That the Property depicted on the boundary description and inset map attached hereto is within the SH 146 Corridor Empowerment Zone created by City Council Resolution 2011-1 pursuant to Texas Local Government Code, Chapter 378.

Section 3. That pursuant and consistent with this Resolution, the City Attorney shall prepare appropriate documentation for approval by Owner, EDC/ City Council as required to waive all fees for building permits for the initial redevelopment and improvements and to rebate the one-half of one percent sales tax payable to the EDC collected from The Asparagus Group, LLC for the subject Property in accordance with law.

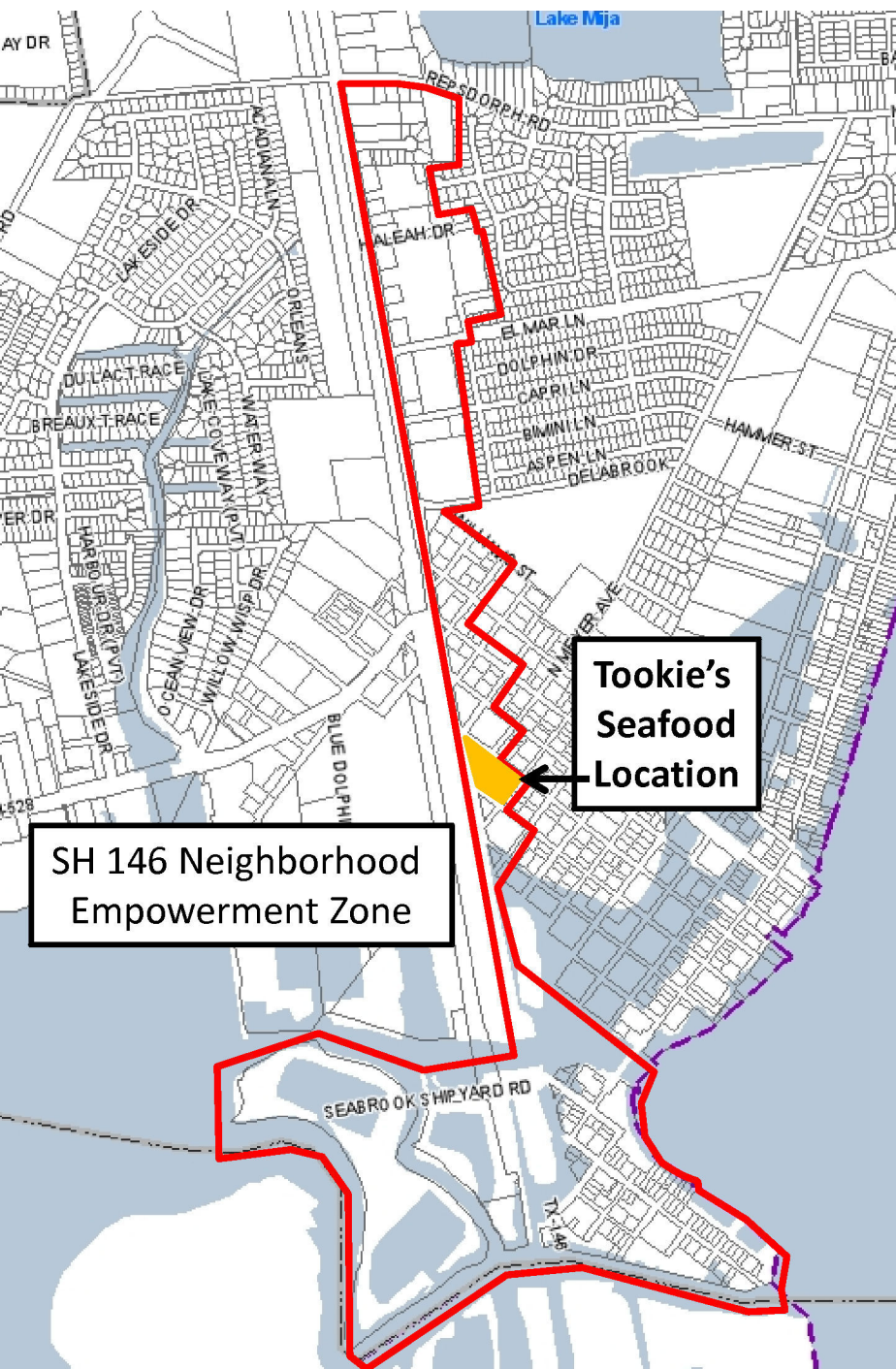
ADOPTED AND APPROVED this the 16th day of April, 2013.

CITY OF SEABROOK, TEXAS

BY: _____
Glenn R, Royal, Mayor

ATTEST:

Michele L. Glaser, TRMC
City Secretary



Tookie's Seafood Location



**Notice of Project of the Seabrook Economic
Development Corporation**

NOTICE IS HEREBY GIVEN that the Seabrook Economic Development Corporation (“SEDC”) intends to undertake a project for economic development including expenditures consistent with the purposes and duties as a Type B corporation by providing incentives to Tookie’s Seafood through SEDC sales tax revenue abatement for a specified amount and time period. Payment for such expenditures is authorized for projects under Texas Local Government Code sections 505.152, 505.158, and 505.302, and is being used for the purpose of promoting new and expanded business enterprises in or near the City of Seabrook.

Pursuant to Texas Local Government Code section 505.160 and 505.302, proceeds of the sales tax imposed under Chapter 505 may be used to pay the costs of projects of the types added to the definition of “project” by Subchapter D, unless, not later than the 60th day after the date of this notice, the City Council of the City of Seabrook receives a petition signed by more than 10 percent of the registered voters of the municipality requesting that an election be held before tax proceeds may be used to promote new or expanded business development.

CERTIFICATE

I certify that this notice was posted on the bulletin board of Seabrook City Hall on Tuesday, April 9, 2013 and published in THE CITIZEN newspaper on Thursday, April 18, 2013.

s/Michele L. Glaser, TRMC
City Secretary

1
2 **STATE OF TEXAS**

§

3
4 **COUNTY OF HARRIS**

§

§

AGREEMENT

5
6
7 This Agreement is made and entered into by and between The Asparagus Group, a
8 Texas Corporation, duly authorized to transact business in Texas (the "The Asparagus
9 Group, LLC.") the City of Seabrook, a Municipal Corporation and a home-rule city in Harris
10 County, Texas, (the "City"), and the Seabrook Economic Development Corporation, a Type B
11 Development Corporation organized under the Texas Development Corporation Act and
12 the Texas Non-Profit Corporation Act (the "EDC"), pursuant to the authority of Sec 52a, art.
13 III of the Texas Constitution and Chapters 378, and 501, 502 and 505 of the Texas Local
14 Government Code, and shall be effective when duly executed by signature of the authorized
15 representatives of both The Asparagus Group, Inc., City, and the EDC (the "Effective Date").
16

17
18 **Recitals**

19
20 WHEREAS, the City has previously determined that the creation of a Neighborhood
21 Empowerment Zone would promote an increase in economic development in the zone; and
22

23 WHEREAS, the City, by Resolution No. 2011-01, has designated a certain area within
24 the City's jurisdiction as a Neighborhood Empowerment Zone known as the SH 146
25 Corridor Empowerment Zone (the "146 NEZ") as authorized by Texas Local Government
26 Code, Chapter 378, section 378.002; and
27

28 WHEREAS, the City has previously found that the creation of the Neighborhood
29 Empowerment Zone benefits and is for the public purpose of increasing the public health,
30 safety, and welfare of the persons of the City; and
31

32 WHEREAS, The Asparagus Group, LLC has approached City and EDC for certain
33 economic development incentives to facilitate the redevelopment of certain property
34 located in the 146 NEZ; and
35

36 WHEREAS, the property to be redeveloped is municipally known as 1106 Bayport
37 Boulevard (SH 146) (the "Property"); and
38

39 WHEREAS, the parties agree that each will benefit by the redevelopment of the
40 Property, and that redevelopment of the Property will generally benefit the City, the EDC
41 and the 146 NEZ; and
42
43
44

WHEREAS, EDC and the City Council have held meetings in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551, and Local Government Code Chapters 501 and 505, for consideration of this Agreement, and have determined that the rebate of certain sales tax amounts, and waiver of fees for certain city permits will best fulfill the redevelopment of the Property and benefits to all parties;

NOW THEREFORE, in view of the above and foregoing, and in consideration of the mutual agreements herein contained, The Asparagus Group, LLC, City, and EDC hereby agree as follows:

Terms

In consideration for the mutual promises and covenants given and the mutual benefits received, which is hereby acknowledged by the Parties, the Parties agree as follows:

1. The Asparagus Group, LLC agrees that it will:
 - a. Develop, and invest the sum of at least \$ 3,700,000.00 in improvements, in the Property known as "Tookie's Seafood," located at 1106 SH 146, Seabrook, Texas, for the term of this Agreement, and
 - b. prepare plans and apply for all building permits and inspections required by City Codes, and
 - c. provide the City, on a monthly basis, a copy of any financial report that The Asparagus Group, LLC will submit to the Comptroller of the State of Texas ("Comptroller") relating to The Asparagus Group, LLC remission of sales taxes collected in City as a result of the operation of the restaurant described in Paragraph 1a., above (the "Report"), and
 - d. consent to the State of Texas releasing these monthly reported figures along with any State audit adjustments to the City, and to facilitate same with Comptroller.
2. The City agrees:
 4. to waive all fees for the building permit for the initial redevelopment and improvements to the Property. This waiver shall apply to building, plumbing and electrical work for permits sought up to 12 months from the date of this Agreement.
 - b. to keep the Reports confidential, in accordance with the Texas Tax Code, including, without limitation, Section 151.027, to the extent allowed by law, and

- 89
90 c. to rebate, on a monthly basis, after receiving the Report, upon confirmation
91 from the State and any State audit adjustments, sales tax revenue received by
92 the City from the Comptroller which is verifiably connected to taxable
93 business activities at the Property, according to the following schedule, and
94 in conformance with the limitations described below in Section 1.d:

95
96 Each year shall commence on the date the City first receives sales tax
97 revenue from the Comptroller relating to the activities covered by this
98 Agreement, or on the anniversary date of signing of the Agreement,
99 whichever occurs earlier ("Commencement Date").

- 100
101 d. The sales taxes to be rebated shall include only the one-half of one percent
102 sales tax payable to the EDC. The EDC agrees to rebate .25 percent of the
103 sales tax collected from The Asparagus Group, LLC in an amount not to
104 exceed \$100,000.00, or for a period of up to ten (10) years, whichever occurs
105 first. Sales tax revenues for the Seabrook Crime Control and Prevention
106 District shall not be rebated.

107
108 3. Default and Recapture:
109

- 110 a. This Agreement may be terminated if The Asparagus Group, Inc. refuses, fails
111 or neglects to substantially comply with any of the terms of this Agreement
112 or, if any representation made by The Asparagus Group, Inc. is false or
113 misleading in any material aspect. Termination of this Agreement may be
114 effected if any such default is not cured within sixty (60) days after written
115 notice by the City to The Asparagus Group, LLC.

- 116
117 b. If the City terminates this Agreement as a result of default by The Asparagus
118 Group, LLC as set out in Paragraph 2a. above, the Rebate will be immediately
119 abolished and sales tax will be due for the entire tax year in which
120 termination occurred, with interest payable on the amount of sales tax
121 abated by the EDC at the time of default at the maximum legal rate as
122 provided by law, and no rebate shall accrue for all tax years thereafter.

- 123
124
125 c. If during the term of this Agreement, The Asparagus Group, LLC, or a
126 subsequent owner should discontinue the restaurant operations described in
127 Paragraph 1a. above, then the City shall have the right to recapture sales
128 taxes for the City's rebated amount, and for the EDC's rebated amount, for the
129 entire tax year in which such discontinuance occurs and to terminate this
130 Agreement. In the event of such recapture by the City, the EDC shall be
131 reimbursed by the City from the funds recaptured from The Asparagus

Group, LLC for the amount of sales tax rebated by the SEDC for the tax year in which such discontinuance occurs.

- d. In the event of termination, a bill for the total amounts due will be sent to The Asparagus Group, LLC, and The Asparagus Group, LLC hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties and interest will accrue if The Asparagus Group, LLC fails to timely pay the bill. Nothing in this Agreement shall preclude The Asparagus Group, LLC from disputing the bill.

4. Miscellaneous

- e. Assignment. The Asparagus Group, LLC may assign this Agreement without the City's written consent, but The Asparagus Group, LLC shall provide written notice of any such assignment to the City and the EDC at least thirty (30) days prior to such assignment; however, any such assignment shall not relieve The Asparagus Group, LLC of its obligations under this Agreement. Any assignee must provide written acknowledgment to the City and the EDC of this Agreement and its terms and conditions. The City may only assign this Agreement with The Asparagus Group, LLC express written consent.
- f. Authorization. The sales tax abatement agreed to by the EDC described in this Agreement shall be authorized as a project, upon passage of 60 days after notice of publication of the project, absent petition filed with City Council, and upon adoption by City Council of the City by resolution as required by law, as permitted pursuant to the Texas Local Government Code Chapters 501 and 505.
- g. Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person, by fax or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to the City, and the EDC, or to The Asparagus Group, LLC, at the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

The Asparagus Group, LLC
PO Box 1188
Kemah, TX 77565

City
City of Seabrook
City Manager
1700 First Street
Seabrook, TX 77586

EDC
Seabrook Economic Development Corp.
ATTN: EDC President
1700 First Street
Seabrook, TX 77586

Either party may designate a different address by giving the other party written notice.

- h. Binding Agreement. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- i. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- j. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The State of Texas shall have jurisdiction over this Agreement and the parties hereto, and venue of any legal action filed by either City, the EDC, or The Asparagus Group, LLC, shall exclusively be in Harris County, Texas.
- k. Severability. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- l. Execution. The City executes this Agreement by and through the City Manger acting under the Order and authorization of the City Council of the City of Seabrook, Texas. EDC executes this Agreement by and through the Board President, pursuant to vote by the EDC Board of Directors. The Asparagus

Group, LLC executes this Agreement by and through its duly authorized agent, President, Barry Terrell. The parties further agree that this Agreement may be executed in multiple counterparts, each of which shall be considered an original.

CITY OF SEABROOK, TEXAS

BY: Kelly Templin,
City Manager

DATE: _____, 2013

ATTEST:

Michele L. Glaser, TRMC
City Secretary

SEABROOK ECONOMIC DEVELOPMENT CORPORATION

BY: Paul Dunphey,
Board President

DATE: _____, 2013

ATTEST:

Terry Chapman,
Board Secretary

THE ASPARAGUS GROUP, LLC:

BY: Barry Terrell,
President

DATE: _____, 2013

264

**SEABROOK VOLUNTEER FIRE DEPARTMENT
CITY OF SEABROOK CONTRACT**

STATE OF TEXAS }

COUNTY OF HARRIS }

WHEREAS, the City of Seabrook a home rule municipality, (City) desires to fulfill its fire protection responsibility and provide fire protection and emergency rescue services for the City; and

WHEREAS, the Seabrook Volunteer Fire Department, Incorporated, a private non-profit state chartered corporation, (SVFD) desires to provide fire protection and other emergency services commensurate of those activities typically performed by fire departments for the City of Seabrook and vicinity; and

WHEREAS both parties endeavor to increase recruitment and retention of volunteer personnel; and

WHEREAS, for the purposes of this contract the "Public Safety Team" shall be defined as the Seabrook Police Chief, the Fire Chief, the Emergency Management Coordinator and the Emergency Medical Services Chief; and

WHEREAS, both parties wish to eventually integrate a limited number of paid staff into the SVFD to be responsible for the direction of all activities within the Fire Department, including the focused development, training and retention of the volunteers which are recognized as an invaluable asset to the City, community and Public Safety Team on a schedule and method acceptable to both parties; and

WHEREAS, an ad hoc committee comprised of equal representation from the SVFD, the City and any other entities contracted to the SVFD will be created and charged with fostering planning and communications among the contracted parties and facilitating the implementation of the current contract(s); and

WHEREAS, it is the desire of both parties that the SVFD receive adequate funding, equipment, and facilities to provide fire protection and emergency rescue services for the City; and

WHEREAS, it is the intention of both parties to allow the SVFD to focus on the activities the Department was founded to accomplish such as fire suppression and prevention, rescue and related activities; and

WHEREAS, it is the desire of both parties to affirm established protocol for emergency situations; and

WHEREAS, it is the desire of the parties to evidence their agreement as follows:

1. The SVFD agrees to exert its best effort to respond to and combat any and all fires, potential fires, rescues and other emergencies where the specific requirements of trained fire personnel are required. The SVFD is responsible for the supervision and proper training of its personnel.
 - a. Any additional contracts to extend fire services and mutual aid agreements may be negotiated by either party, but such agreements will be effective only with the concurrence of both the City and the SVFD, as indicated by authorized signatures.

- 50 b. Nothing in this contract shall imply that the members of the SVFD are employees of the
51 City, it being understood that SVFD is an independent contractor that provides Fire
52 Services to the City unless otherwise specifically noted.
- 53 c. Nothing in this contract shall preclude the SVFD from being licensed by the Texas
54 Department of Health as a First Responder organization.
- 55 2. The City agrees to:
- 56 a. Provide SVFD with current and updated City fire protection codes approved by the City.
57 b. Provide SVFD the opportunity to review and provide comment on large fire load
58 projects being planned for construction within the City.
59 c. Maintain a Public Safety Committee, which shall be duly established by resolution. The
60 SVFD will retain representation on this committee.
61 d. Provide funding for a paid administrative position to the SVFD. This position will report
62 to the SVFD and will be included in the SVFD's budget proposal.
- 63 e. To provide mutually agreed upon marketing and advertizing assistance with recruitment
64 and retention of SVFD volunteers.
- 65 3. The City further agrees to provide equipment, facilities and funds to operate the SVFD.
- 66 a. Prior to June 15th of each fiscal year, the SVFD will submit a preliminary budget request
67 to the City Manager with proposed amounts for each accounting line, a list of capital
68 costs and the impact(s) on performance and any lease and/or bond repayment
69 schedule. The Budget request will be accompanied by a revised 5-year Capital
70 Improvement Plan (CIP).
- 71 b. The City Manager will include the SVFD budget request as a part of the City's General
72 Fund and capital program. Any items changed or eliminated from the SVFD's budget
73 request will be explained in the context of the City's budget priorities and financial
74 condition.
- 75 c. The SVFD will consider such responses and will submit a formal budget request to the
76 City with statements as to the impact of items that may remain in difference for the
77 final determination of the City Council.
- 78 4. The SVFD further agrees that:
- 79 a. All equipment furnished by the City will remain City property and will be used only for
80 response to fires or other emergencies, training, public display and promotion, fire
81 prevention and fire education for the benefit of the City. This equipment may be
82 assigned to authorized members of the SVFD by the Fire Chief for improved response to
83 emergencies or other legitimate related services.
- 84 b. Adequate emergency service will be provided when equipment is temporarily removed
85 from the immediate response area.
- 86 c. The SVFD will operate, and oversee maintenance of, all equipment furnished by the City
87 to the SVFD. The SVFD will certify to the City by February 1st of each year that all
88 personnel who operate vehicles and motorized equipment meet the written minimum
89 requirements set by the SVFD and that a current copy of these requirements is delivered
90 to the City immediately following any revision thereof for its review.
- 91 c. The City Manager or designee may inspect any City-furnished equipment or facilities.
92 They may also inspect maintenance manuals and records and training records. These
93 inspections may be at any reasonable time in the presence of a member of the SVFD.
94 Documents characterized as "equipment, maintenance and run records" shall be

promptly furnished to the City by the SVFD when requested. All other documents, including personnel records, must be timely furnished by the SVFD to the City when made the basis of a written OPEN RECORD REQUEST, and are subject to any obligation of the City to raise with the Office of the Attorney General of Texas all privacy issues and exceptions it determines germane to the document(s) sought. The City will notify the SVFD in writing whenever SVFD records are produced in response to a properly executed OPEN RECORDS REQUEST.

d. The SVFD will exert its best effort to assist the City in upgrading its Insurance Service Organization (ISO) rating.

e. The SVFD will provide monthly statistical reports to the City Manager at their regularly scheduled meetings.

f. In October of each year, the SVFD will provide the City with updated rosters that will indicate the order of succession of officers who have authority to commit the SVFD when time is critical.

g. Immediately upon its acceptance by the SVFD, a copy of the SVFD annual audit will be supplied to the City Manager.

h. The addition of any other entity/jurisdiction to the area serviced by the SVFD shall be approved, in advance, by the City.

i. All City-owned property shall be returned to the City within 90 days should this agreement be terminated by either party.

5. The City additionally agrees:

a. To disburse funds recommended by the SVFD as budgeted and approved by the City Council to gradually provide accounting services for fire protection and emergency rescue services. It is understood that this will be implemented on a mutually agreed upon schedule.

b. To provide appropriate insurance, as it determines, for City-owned facilities and equipment and to advise the SVFD whenever changes occur. A copy of applicable policies (along with any changes or amendments) will be provided to the SVFD annually.

c. To allow SVFD to provide retirement benefits to active SVFD personnel according to SVFD policy.

d. To recognize the Chief, Assistant Chiefs, Captains and other officers designated by the SVFD as authorized officers of the City responsible for fire suppression and prevention, rescue and related activities.

e. That should any fire department personnel be employed by or paid by the City, the City will direct that, during any call or training exercise, such employee will take direction from and be responsible to the Chief of the SVFD or designee.

f. To recognize the current City ordinances that reference adopted fire protection codes such that the Fire Chief and authorized representatives control fire department-related response activities from their arrival until the incident is deemed safe to return to the responsible parties and/or the incident is mitigated.

i. During incidents where multijurisdictional or multi-agency response is required, all emergency response personnel on the scene shall operate under a Unified Incident Command System.

ii. The scene encompasses:

1. Property endangered by actual or reported fire or other emergency for which the SVFD has been called.
 2. Access to the property for fire suppression and other fire department related emergency measures.
 3. Working space and ingress and egress.
 4. Emergency vehicles, hoses and hydrants.
 - g. To designate an officer of the City to coordinate other City functions on fire or other emergency scenes with the SVFD officer in charge of the scene. Unless otherwise designated by the City, this will be the police officer in charge at the scene.
 - h. Notwithstanding anything herein to the contrary, it is understood, pursuant to the City Charter Section 11.08, that the Fire Marshal shall be responsible to the City Manager for enforcement of ordinances pertaining to general protection from fire.
 - i. Assume services including but not limited to maintenance and repair services for the Fire Station.
6. Miscellaneous Matters:
- a. No Assignment. This agreement is personal in nature and the rights hereunder cannot be assigned without the written consent of each party hereto.
 - b. No Implied Waivers. The failure of any party hereto to require performance by any other party of any provision hereof will in no way affect the right to require such performance at any time thereafter, nor will the waiver by any party of a breach of any provision hereof. The City expressly reserves and does not waive any and all defenses, immunities and privileges that may be accorded by law.
 - c. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal proceeding shall be exclusively in Harris County.
 - d. Entire Agreement. The Agreement constitutes the entire agreement between the parties with respect to its subject matter. All prior agreements are superseded hereby and no amendment or modification of this Agreement shall be effective unless it is in writing and signed by all parties.
 - e. Notices. All notices, requests, demands and other communications under this Agreement or any instrument contemplated hereby shall be in writing and shall be personally delivered or mailed by United States registered or certified mail, first class, postage paid, return receipt requested, to the address of the respective Offices hereto as shown under their names on the signature page hereof and shall be deemed given on the earlier of actual receipt or the date three (3) days after mailing. Any party hereto may change its address for such notices by giving notice of such change pursuant to this paragraph.
 - f. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, is for any reason or to any extent invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather is to be enforced to the greatest extent permitted by law.
 - g. No Third Party Beneficiaries. Nothing contained in the Agreement shall be deemed or construed by the parties hereto or any other third party to create the relationship of principal

and agent, partnership, joint venture, or of any other association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any other relationship between the parties other than the relationship of the City and the SVFD as those terms are understood herein.

h. Indemnification. The SVFD agrees to save, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits of liability of every kind, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any actual person, or for damages to any property, arising out of or in connection with the services provided under this Agreement.

i. Compliance with Law. The Department shall keep in force and effect all permits required for the City Equipment and shall comply with all ordinances, regulations, and state and federal law in the use of all equipment.

7. The parties hereto agree:

The ad hoc committee named on the first page of this contract shall be established by February 28, 2013. State or Federal Law will be followed in any case where they conflict with this agreement.

a. This agreement shall be effective on _____, 2013, upon signature of authorized officers of the parties and adoption by Resolution by Council. The parties agree that the initial period of performance of this agreement shall be three (3) years commencing on _____, 2013 and ending on _____, 2016. At the end of the three-year term, this Agreement will be automatically extended for an additional one (1) year term unless terminated earlier by either party as provided for hereafter. If no contract replacing this Agreement is entered into between the parties, then the parties agree that after _____, 2017, this agreement shall continue on a month-to-month basis, unless terminated as provided herein. Upon effect of this agreement, Resolution _____ dated _____ will be superseded. This agreement will continue until written notice of termination is given by either party at least ninety (90) days prior to the effective date of termination.

d. Should this agreement be terminated by the City prior to the conclusion of the effective period above, the City agrees to continue funding the SVFD for a period of ninety (90) days following notice of such termination.

SIGNED THIS ____ DAY OF _____ 2013.

CITY OF SEABROOK, TEXAS

Glenn R. Royal
Mayor

ATTEST:

Michele L. Glaser, TRMC
City Secretary

SEABROOK VOLUNTEER FIRE DEPARTMENT, INC.

Trey Hafely
President

ATTEST:

Patricia H. Cook
SVFD Secretary

Attachments:

- Exhibit A-1: Vehicles & Equipment Owned by City of Seabrook
- Exhibit A-2: Vehicles & Equipment Owned by SVFD
- Exhibit A-3: List of Non-Firefighting Apparatus to be retained by Department
- Exhibit B: City Fire Policy
- Exhibit C: "Use and Operation of City-Owned Vehicles"
- Exhibit D: "Standard Operating Procedures & Guidelines for Apparatus & Motorized Vehicles"
- Exhibit E: Bond Retirement Schedule

Fire Services Contract
Exhibit A-1

Vehicles & Equipment Owned By City of Seabrook

- City of Seabrook Fire Station #1
 - Contents therein specified in original construction contract
- City of Seabrook Fire Training property *
 - Initial Paving
 - Access to municipal water supply
- Class A Pumper / Engine designation E-108
 - Equipment as in the lease agreement
- Class A Rescue Pumper / Engine designation R-104
 - Equipment as in the lease agreement
- 95' Ladder Truck / Quint designation T-110
 - Equipment as in the lease agreement
- Fire Boat designation FB-1 (Chief Randall J. Zimmer)
 - Equipment as in the lease agreement
- City of Seabrook Boom Boat (GLO Grant)
 - Equipment as in the lease agreement
- Support Vehicle designation S-100 (Ordered)
 - Equipment as in the lease agreement
- Support Vehicle designation S-102 (Ordered)
 - Equipment as in the lease agreement

* Property is not yet developed, as envisioned, for training of emergency service personnel. It is expected that significant capital improvements will be provided by and owned by the City of Seabrook in the future.

**SVFD 2013 Contract for Fire Services
Exhibit A-2**

**Firefighting Apparatus Owned By Department
Seabrook Volunteer Fire Department (SVFD)**

-
- Class A Pumper / Engine designated as E-107
 - All loose and mounted equipment
- Class A Pumper / Engine designated as Engine-109 *
 - All loose and mounted equipment

* E-109 is under a lease/purchase agreement with Government Capital Finance.

YOM	Apparatus	Note	ISO Note	Note	Life Span	2005	2006	2007	2008	2009	2010	2011 + 2024	2025	2026
2005	City of Seabrook Engine 108	E-105 To Reserve	100% (Full) credit for pumping apparatus. No credit for elevated device.		20 Years								Replace 108 end of life	
2005	SVFD Engine 108	E-107 Retired	100% (Full) credit for pumping apparatus. No credit for elevated device.		20 Years								Replace 108 end of life	
2006	City of Seabrook Elevated Device	Community Protection Enhancement	100% (Full) credit for pumping apparatus. 50% credit for elevated device		20 Years			Add L-1 to Fleet					Replace L-1 end of life	
2007	City of Seabrook Elevated Device	Community Protection Enhancement	100% (Full) credit for pumping apparatus. 100% credit for elevated device	Consider Assessment Fee To Recover Cost From Mid-High Rise Buildings	20 Years			Add L-2 to Fleet					Replace L-2 end of life	
2008	Rescue Engine	Replace E-105, R-104 To Reserve	Maintain 100% (Full) credit for pumping apparatus. 100% credit for elevated device		20 Years				Replace 105 end of life					
2009	Engine	Replace R-104, E-108 To Reserve	Maintain 100% (Full) credit for pumping apparatus. 100% credit for elevated device		20 Years				Replace 104 end of life					
2010	Fire Boat	Replace Fire Boat 1	Support vehicle supplying major water supplies to marina areas	Consider Moving this up boat is experiencing major deck rot	25 Years				Replace FB-1 end of life					

Secretary's Note: There was no activity between 2011 and 2024 so for the purposes of continuity on one page those years were omitted.

YOM	Apparatus	Note	ISO Note	Note	Life Span	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
2007	1 Ton. 8 passenger van.	Replace Rehab-1 which is beyond end of life	N/A Support Vehicle		10 Years				Replace RH-1 end of life											
2008	1 Ton. 4 door, diesel, 4wd pickup	Replace U-102	Support vehicle used as a duty officer vehicle. ISO credit as firefighter on duty		7 Years				Replace U-102 end of life							Replace U-102 end of life				
2010	Officer Vehicle 1 (Command Vehicle)	Replace Squad 1	Support vehicle used as a officer vehicle. ISO credit as firefighter on duty.		7 Years					Replace Squad end of life							Replace Squad end of life			
2010	Officer Vehicle 2	Replace Squad 2	Support vehicle used as a officer vehicle. ISO credit as firefighter on duty		7 Years					Replace Squad end of life								Replace Squad end of life		
2010	Officer Vehicle 3	Replace Squad 3	Support vehicle used as a officer vehicle. ISO credit as firefighter on duty.		7 Years					Replace Squad end of life								Replace Squad end of life		
2011	Cascade/Service Apparatus	Replace Utility 103	Service Company Credit		20 Years								Replace U-102 end of life							
2015	Marine Fast Response Boat	Replace Rescue Boat 1	N/A		15 Years												Replace RB-1 end of life			

Apparatus Type	Identification	Delivery	Cost	Note
Engine	Seabrook E-107	2005	.40 M	E-107 Released From Service
Ladder (105')	Seabrook Ladder 1	2006	1.0 M	
Quint (75')	Seabrook Ladder 2	2007	.717 M	
		Total	2.117 M	
Engine	Seabrook E-105	2008	.448 M	E-105 Released From Service
Engine	Seabrook R-104	2009	.461 M	R-104 Released From Service
		Total	3.026 M	

Apparatus	Year	Service Life	Year of Replacement
Rehab-1	1989	10	1999
U-102	1999	10	2009
R-104	1994	15	2009
E-105	1994	15	2009
Squad 1	2003	7	2010
Squad 2	2003	7	2010
Squad 3	2003	7	2010
FB-1	1985	25	2010
U-103	1991	20	2011
RB-1	2000	15	2015
E-108	2005	20	2025
E-109	2005	20	2025

**SVFD 2013 Contract for Fire Services
Exhibit C**

Use and Operation of City owned Vehicles

a. Apparatus Assignment of the Fire and Related Fleet. City agrees to provide a vehicle and apparatus fleet during the term of this Agreement that includes not less than the type (or equivalent) and number of vehicles and apparatus identified in Appendix "I" attached hereto and made a part hereof. Notwithstanding the foregoing, replacement of damaged or destroyed vehicles or apparatus shall be subject to appropriation by City Council, solely upon its determination, when a loss is not protected by a policy or policies of insurance. Department shall be authorized to operate and use these vehicles and apparatus in the performance of duties under this Agreement. The Parties shall review the schedule of vehicles and apparatus on an annual basis.

b. Maintenance of Apparatus and Fleet Vehicles.

1. Vehicle Service. Department shall maintain and repair apparatus and fleet vehicles as set forth in the owner's manual specifications, or suitable and applicable authority. Preventive Maintenance and Repair Maintenance shall be in accordance with Appendix "H" attached hereto and made a part hereof.
2. Periodic Inspections, Replacement and Repair. City shall have access at all times to all vehicles and apparatus for inspection purposes.
3. City agrees to expeditiously determine whether to replace any vehicle in the approved fleet that due to unforeseen circumstances becomes unusable due to accident, safety concerns or recalls, damage due to flooding or other accident, or due to age and/or wear and tear. Notwithstanding the foregoing, replacement of damaged or destroyed vehicles or apparatus shall be subject to appropriation by City Council when a loss is not protected by a policy of policies of insurance.
4. Safety Inspection. Department shall conduct a safety and operational inspections of all equipment, vehicles and facilities, at least once during each City budget year. The results of inspections shall be compiled into a written report and submitted to the City Manager within twenty (20) days after the end of the inspection itself. City may conduct its own safety inspection of the vehicles and repair facilities at any reasonable time.

**SVFD 2013 Contract for Fire Services
Exhibit C**

47
48 5. Vehicle Accident Investigations. Department shall report all
49 accidents involving City vehicles where the physical damage
50 is estimated to exceed \$500 to the Contract Administrator
51 within 24 hours of the incident or first knowledge of the
52 incident. Accidents involving personal injury shall be
53 reported immediately to the Contract Administrator or his
54 designee. Department shall conduct an investigation of each
55 accident involving a City owned vehicle operated by an
56 Department volunteer or employee in accordance with the
57 Department SOG #403.04. City may require outside
58 investigations by the Police Department or other designated
59 law enforcement agency. A copy of the final report of the
60 investigation will be forwarded to the Contract
61 Administrator.

62
63 6. Annually the Department shall provide a report on all vehicle
64 accidents occurring during the prior year to the Contract
65 Administrator.

66
67 7. All moving vehicle accidents shall require a mandatory drug
68 test in accordance with Department policy. Such test shall be
69 provided to City personnel officer. Any member of the
70 Department found to have unauthorized drugs in their
71 physical system shall be prohibited from operating City
72 equipment.

73
74 c. Vehicles provided via this contract are for the role/purpose of providing
75 Fire Rescue Services in accordance with this contract. Deployment of City
76 owned vehicles for take-home use shall be approved by Council. Use of
77 equipment provided by this contract shall not be for personal or private
78 use or benefit.

79
80 **Maintenance of Equipment.** Department shall perform such maintenance as is
81 reasonably necessary to keep equipment up to manufacturer's performance levels, taking
82 into account normal wear and tear. All equipment in Department's custody or control
83 shall be kept in compliance with federal, state, and local standards and laws.
84
85

**Seabrook Volunteer Fire Department
Standard Operating Procedures and Guidelines
Exhibit D to Fire Services Contract**

Maintenance, SOP 501.01	Date: 12-14-2004
Title: Apparatus and Motorized Vehicles	Approved by: Raymond S. Cook, Chief

Exhibit D City of Seabrook (City) Agreement with Seabrook Volunteer Fire Department (SVFD) for Fire Services.

I. Scope

This standard establishes a schedule for the inspection and maintenance of all apparatus and motorized vehicles owned or operated by the department. It was promulgated to:

- A. Ensure that emergency response vehicles are maintained in a constant state of readiness.
- B. Implement a preventative maintenance schedule for all motorized vehicles.
- C. Establish procedures for the daily inspection of apparatus, equipment, and support vehicles.

All components and systems commonly found on all fire apparatus shall be inspected and maintained in accordance with manufacturer recommendations and NFPA 1915 Guidelines.

II. General

A. Apparatus and support vehicles shall be:

- 1. Kept clean at all times.
- 2. Maintained in a constant state of readiness.
- 3. Refueled whenever the fuel level drops below 3/4 of a tank. Oil and ancillary fluid reservoirs shall also be kept full at all times.

B. All engine-powered equipment shall be kept clean and their fuel tanks and oil and fluid reservoirs shall be refilled whenever the level drops below 3/4 of a tank.

III. Daily Inspections

A. Every vehicle garaged in a fire station shall be inspected by station personnel at the beginning of each shift. The member performing the inspection shall record his findings on the Driver's Daily Apparatus Checklist.

B. The member performing the inspection shall correct the defects that are found provided that the member has the expertise, tools, and supplies to do so. The items that are corrected shall be noted in the comments section of the checklist.

C. Defects that cannot immediately be corrected shall be noted on an Equipment Service Request Form.

D. Whenever a defect requires that a vehicle be placed out of service, the driver shall place the vehicle out of service in accordance with the provisions of SOP 501.03, Declaring a Vehicle Unsafe to Operate.

**Seabrook Volunteer Fire Department
Standard Operating Procedures and Guidelines
Exhibit D to Fire Services Contract**

Maintenance, SOP 501.01

Date: 12-14-2004

Title: Apparatus and Motorized Vehicles

Approved by: Raymond S. Cook, Chief

- E. The completed checklists and service requests shall be forwarded to the Senior Lieutenant for review and disposition. The Senior Lieutenant shall review the work that was performed to ensure that the repairs have been satisfactorily made and shall review each checklist to ensure that it is complete and accurate.
- F. The completed and signed checklists and service requests shall be forwarded to the Station Captain. The Station Captain shall schedule the repairs and shall notify the Senior Lieutenant of when to deliver an apparatus or vehicle for maintenance.

IV. Weekly Maintenance

The following items shall be performed at least once each week as indicated on the Daily work schedule (See SOP 200.05, Daily Work Schedule). The officers shall note in their Daily Log the performance of all weekly maintenance activity.

- A. Staff vehicles: Automobiles, pickups, and utility vehicles shall be checked and serviced at least once each week. The member assigned to perform the service shall complete a Small-Vehicle Weekly Checklist on each vehicle serviced and shall forward the completed form to the Senior Lieutenant. In addition to inspecting the items on the checklist, each staff vehicle shall:

1. Be thoroughly washed.
2. Have its windows cleaned.
3. Have its interior vacuumed and cleaned.

- B. Aerial devices: The following tasks shall be performed on Monday of each week, after every major repair, and after each use:

1. A visual inspection of all systems and components.
2. The aerial shall be set up and operated to check the function of the outriggers, turntable, and aerial device.
3. All defects shall be noted on the Equipment Service Request Form.

- C. Reserve apparatus:

1. A thorough inspection of each reserve piece of apparatus shall be made on Mondays, after any major repair, and after major use. Any item that needs repair shall be recorded on the Equipment Service Request Form.
2. All reserve apparatus shall be driven at least once each week to ensure the proper function of all mechanical systems and to circulate all fluids.

Seabrook Volunteer Fire Department Standard Operating Procedures and Guidelines Exhibit D to Fire Services Contract

Maintenance, SOP 501.01	Date: 12-14-2004
Title: Apparatus and Motorized Vehicles	Approved by: Raymond S. Cook, Chief

D. Fire pumps:

1. On Mondays, after any major repair, and after each major use, the driver shall:
 - a. Open all pump drains and flush out the sediment.
 - b. Check and clean the intake strainers.
 - c. Check the gearbox oil level.
 - d. Operate the pump primer with all valves closed.
 - e. Operate the transfer valve (if equipped) while pumping from the booster tank.
 - f. Check the pump seals for leaks.
 - g. Operate all valves.
 - h. Operate the relief valve.
 - i. Check all gauges and flow meters for proper operation.
2. The driver shall fill out an Equipment Service Request form and list any items that do not function properly.

V. Quarterly Maintenance

- A. In addition to routine daily maintenance, apparatus and motor vehicles shall undergo the quarterly maintenance listed on the Preventive Maintenance Worksheet.
- B. Quarterly maintenance shall be completed on the first day of January, April, July, and October and shall include:
 1. A complete degreasing. This includes a hot-water wash of the undercarriage, frame, axles, motor, pumps, spring shackles, tie rod ends, and turntable assemblies.
 2. The motor oil shall be changed and the vehicle shall be lubricated.
 3. All work performed during the quarterly maintenance cycle shall be noted on the checklist along with the amount of parts and supplies used and the personnel hours required to complete the task. The completed form shall be reviewed and signed by the Senior Lieutenant and then forwarded to the Station Captain.
 4. Any items in need of repair shall be recorded on the Equipment Service Request Form.
- C. Officers shall record the performance of any quarterly maintenance activity in their Daily Log.

VI. Semiannual maintenance

- A. The following items shall be performed during the first week of March and September:

Seabrook Volunteer Fire Department Standard Operating Procedures and Guidelines Exhibit D to Fire Services Contract

Maintenance, SOP 501.01	Date: 12-14-2004
Title: Apparatus and Motorized Vehicles	Approved by: Raymond S. Cook, Chief

1. All apparatus and support vehicles shall be washed, compounded, and waxed.
 2. The motor oil and filter on the drive engines shall be changed. The fluid levels of the transmission pump transmission, differential, power steering, primer reservoir, battery, radiator, hydraulic systems, and brake fluid shall be checked and replenished as needed.
 3. The fuel and air filters shall be changed.
 4. The apparatus chassis and functional equipment shall be lubricated as required.
 5. All moving rods and linkages shall be lubricated as required.
 6. Nuts and bolts, including the lug nuts on wheels, shall be checked and tightened as needed.
 7. Auxiliary generators shall be serviced.
- B. Drivers are responsible for ensuring that the work is performed. The completed paperwork shall be forwarded by the Senior Lieutenant to the Station Captains. The paperwork shall include a list of all parts and supplies used in performing the work and the number of personnel hours involved.
- C. Items in need of repair shall be recorded on the Equipment Service request Form and the requests shall be forwarded to the Senior Lieutenant.
- D. Officers shall record the performance of any semiannual maintenance activity in their Daily Log.

VII. Annual Maintenance

The following items shall be performed on an annual basis:

- A. The motor vehicle inspection (MVI) sticker shall be renewed during the appropriate month each year. Apparatus drivers shall be responsible for scheduling and renewing the MVI sticker.
- B. Aerial devices shall undergo an annual service test in accordance with NFPA, *Testing Fire Department Aerial Devices*. The test shall be performed by a qualified, independent testing firm.
 1. The annual test shall include a visual inspection prior to an operational or load testing to note any visible defects, damage, or improperly secured parts.

Seabrook Volunteer Fire Department Standard Operating Procedures and Guidelines Exhibit E to Fire Services Contract

Maintenance, SOP 501.01	Date: 12-14-2004
Title: Apparatus and Motorized Vehicles	Approved by: Raymond S. Cook, Chief

2. An inspection of all the visible welds shall be made, as well as an inspection of all the bolts, cables, rollers, pins, slides, and washers. Bolts shall be torqued to the manufacturer's specifications.
3. A nondestructive test of the aerial device shall also be performed.
4. The test shall be scheduled and supervised by the maintenance and logistics officer.

C. Fire pumps:

1. A service test shall be conducted on all fire pumps at least once a year or whenever a pump has undergone extensive repair.
2. Service tests shall include a dry vacuum test, a priming test, a capacity test, a tachometer and engine rpm check, a relief valve test, an overload test, a 200-psi test, a 250-psi test, and a tank-to-pump flow test.
3. These tests will be scheduled and conducted by the maintenance and logistics officer. The results of the tests shall be recorded on the Annual Fire Pump Service Test Form.

D. Apparatus and motor vehicles:

1. The annual service shall be conducted on all apparatus and motor vehicles in accordance with the Preventive Maintenance Worksheet.
2. The maintenance and logistics officer shall schedule and supervise the performance of the maintenance.

VIII. Responsibilities

- A. Officers are responsible for the care and maintenance of all motorized vehicles assigned to their command and shall adhere to all established maintenance schedules.
- B. Drivers are responsible for the readiness of their assigned vehicles and shall perform all daily, weekly, monthly, quarterly, semiannual, and annual maintenance tasks as indicated on the maintenance and daily work schedules. Drivers are also responsible for the performance of scheduled maintenance on all reserve vehicles garaged at their station.

The maintenance and logistics officer is responsible for reviewing all checklists and repair requests to monitor the status of the fleet. The MLO shall schedule all repair work and shall be responsible for ensuring that the work has been satisfactorily performed. The MLO shall prepare a written report each month for the fire chief summarizing the maintenance activity performed during the previous month.

**ORIGINAL DEBT SERVICE
ON FIRE BONDS**

**POST REFUNDING DEBT SERVICE
ON FIRE BONDS**

YEAR	ORIGINAL DEBT SERVICE ON FIRE BONDS			POST REFUNDING DEBT SERVICE ON FIRE BONDS			SAVINGS
	Equip Lease Sbrk 83%	Equip Lease El Lago 17%	Equip Lease Total	Equip Lease Sbrk 83%	Equip Lease El Lago 17%	Equip Lease Total	
2013	393,123	80,519	473,642	386,311	79,124	465,435	8,207
2014	417,236	85,458	502,693	405,395	83,033	488,428	14,266
2015	460,963	94,414	555,377	448,900	91,943	540,843	14,534
2016	459,760	94,168	553,927	447,475	91,651	539,126	14,801
2017	460,197	94,257	554,454	447,689	91,695	539,384	15,069
2018	459,554	94,125	553,679	446,824	91,518	538,342	15,337
2019	458,536	93,917	552,453	448,052	91,770	539,822	12,631
2020	458,488	93,907	552,395	444,460	91,034	535,494	16,901
2021	459,352	94,084	553,436	446,500	91,452	537,952	15,484
2022	459,057	94,024	553,081	446,179	91,386	537,565	15,516
2023	459,609	94,137	553,746	448,390	91,839	540,229	13,517
2024	460,471	94,313	554,784	448,196	91,799	539,996	14,789
2025	460,891	94,399	555,291	447,860	91,730	539,590	15,700
2026	324,412	66,446	390,858	324,412	66,446	390,858	0
2027	326,392	66,851	393,244	326,392	66,851	393,244	0
2028	0	0	0	0	0	0	0
2029	0	0	0	0	0	0	0
2030	0	0	0	0	0	0	0
	0	0	0	0	0	0	0
TOTAL	8,387,700	1,717,963	10,105,663	8,232,696	1,686,215	9,918,911	186,752



The Whitechapel Bell Foundry in London, England cast the Liberty Bell in 1752. The bell has stood as a symbol of the sacrifices made by our founding fathers, the colonial soldier, sailor and marine to secure our independence as well as the current liberties we enjoy as preserved in the Constitution and protected by our Armed Forces.

University of Houston-Clear Lake's commitment to raise the public's awareness of all things the bell represents is strong. As a visible symbol of this commitment, the UHCL Liberty Bell Project endeavors to raise the money necessary to purchase, transport and install on campus a full-scale replica of the bell from the original casting foundry in England bearing the inscriptions chosen by our forefathers: "Proclaim LIBERTY throughout all the Land unto all the Inhabitants thereof."

This fundraising effort is further committed to development of educational courses, programs and materials for college students and the general public in order to increase awareness of the evolution of the Constitution, the Bill of Rights and the continuing impact of these historic documents in our daily lives. The formation of educational partnerships with other organizations and institutes committed to the study of the Constitution and the Bill of Rights will be part of this \$100,000 fund raising effort.

The bell will be dedicated on September 17, 2013 in conjunction with UHCL's annual celebration of Constitution Day, the day which commemorates the signing of the Constitution in 1787.

We hope you will support us in letting freedom ring on September 17, 2013.

*Everyone has a role to play in preserving liberties,
and everyone has a role they can play in the UHCL Liberty Bell Project.*

Declaration Level: \$10,000 (payable in installments with signed pledge, paid in full by September 17, 2013)

Foundry Level: \$5,000 (payable in installments with signed pledge, paid in full by September 17, 2013)

Signatory Level: \$1,000 (payable in installments with signed pledge, paid in full by September 17, 2013)

Sustaining Founder

Commit a monthly amount via credit card until September 17, 2013 and see how easy it is to make a substantial difference for this project.

Citizens

All contributions welcome. Consider one-time and recurring gifts.

All contributions of \$250 or more will be recognized in the annual Donor Honor Roll for the year(s) that the gifts are made. Recognition on plaques and printed materials are included for all donor levels, as appropriate to space, usage and level of support.

Michele Glaser

From: Gary Johnson
Sent: Friday, March 01, 2013 8:56 AM
To: Michele Glaser
Subject: FW: Request to be on Council Meeting agenda, March 19th
Attachments: LibertyBellFundraisingBrochure_Email.pdf

Michele:

I would like to request that Elbby Anthony with University of Houston - Clearlake be placed on the March 19, 2013 agenda for a presentation to council in regards to the Liberty Bell and it's purpose.

Gary Johnson

Gary Johnson
Seabrook City Council
cell (216) 334-5215
gjohnson@seabrooktx.gov

From: Antony, Elbby [AntonyE@UHCL.edu]
Sent: Wednesday, February 27, 2013 11:01 AM
To: Gary Johnson
Subject: Request to be on Council Meeting agenda, March 19th

Hi Gary,

University of Houston-Clear Lake is working on a major project involving the installation of a full-scale replica of the Liberty Bell from original casting foundry in England, the Whitechapel Bell Foundry.

The full-scale replica will be a first in the United States – there are smaller versions across the country – and will be a boon for Texas and the Houston Bay Area. The initiative began with the university's commitment to raise awareness of all things represented by the bell, and to create programming and educational courses for students and the community at large around the constitutionality.

At this time we are announcing the plan to business and community partners, while also seeking financial support for the greater project.

This bell creates permanent recognition for sponsors, to be seen by visitors expected from all over Texas as well as be an eventual draw for visitors to the state. It is being designed to create educational programming from elementary to college-level and tourist appeal.

We would love to have City of Seabrook listed on the permanent installation on campus. I'm attaching a PDF that explains a little bit more about the sponsorship and the in-person presentation at council meeting will explain more about what this can mean for our community.

Thank you in advance for your consideration. I hope to hear if UHCL is invited to come and present.

Sincerely,
Elbby

Elby Antony

Assistant Director Development

University of Houston-Clear Lake

2700 Bay Area Blvd, Box 318, Houston, TX 77058

direct line: 281-283-2016

Secure online giving <https://giving.uh.edu/clake/>



ACTION ITEM CHECK LIST STATUS

#	STATUS	DATE ASSIGNED	NEXT REVIEW DATE	PROPOSED CLOSURE DATE	RESPONSIBLE ORGANIZATION	City Council RESPONSIBILITY	PLANNING OBJECTIVE #	AGENDA ITEM NUMBER	DESCRIPTION OF ACTION ITEM	STATUS AND DATE
3	OPEN/IN WORK	11/6/2012			Staff/Council			5.1	Negotiation of new contract with SVFD.	Final Draft will be considered by Council on 4/16.
4	OPEN/IN WORK	12/4/2012			Staff/Council			6.1	Consider transportation alternatives from hotels to new cruise terminal.	Update provided at 2/19 meeting. Ongoing discussions.
5	OPEN/IN WORK	12/4/2012			Staff/P&Z			5.4	Ord. No. 2012-24, "Deleting Existing Point Overlay Sign Regulations" was tabled for staff & P&Z review.	P&Z met on 2/21. Will send to Council at a future date after discussion with business(es).
6	OPEN/IN WORK	12/4/2012			Staff/P&Z			5.5	Human Directional/spinner signs prohibition sent back to P&Z to reconsider.	P&Z did not change recommendation to prohibit signs. Second and final reading on 4/15. See Item 11 below.
7	OPEN/IN WORK	1/8/2013			Staff/Council			4.2	Hold a contest to ask for new name of swimming pool complex. Council will judge entries.	Contest ended April 1. Entrees will be considered by Council at a future date.
9	OPEN/IN WORK	1/22/2013			<i>Ad hoc</i> members/city manager			5.2	<i>Ad hoc</i> committee to deal with fire department issues.	Ongoing.
10	OPEN/IN WORK	2/5/2013			City Secretary			3.4	Advertise for new applicants whenever board members terms are expiring.	Ongoing.
11	OPEN/IN WORK	4/2/2013			P&Z/Landis			6.3	Council asked P&Z to allow special advertising for businesses during special events and for new businesses.	P&Z will consider.
12	OPEN/IN WORK	4/2/2013			A. Chairez			4.1	Provide report on rebid of Waterfront Drive and anticipated bidders.	Sent by email.
13	OPEN/IN WORK	4/2/2013			City Secretary			6.1	Place an item on agenda to allow Council to consider contribution of \$5000 from GF to the Liberty Bell Project	On 4/16/13 agenda.
14	OPEN/IN WORK	4/2/2013			City Manager			6.2	Meet with city engineers for recommendations concerning safety of left turns from SH 146.	Will be on May council agenda.



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, APRIL 16, 2013

Submitter/Requestor:

Date Submitted: 4/8/2013 2:55:14 PM

Presenter: M. Glaser

Description/Subject:

On May 21, Councilors Kolupski, Holbrook and Llorente will be in Washington, D.C. attending the Citizens for Space Program. Does Council wish to skip or reschedule the May 21 meeting?

Purpose/Need: NA

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

(Please list description of attachments and number of pages in each attachment)

April calendar

May calendar

Fiscal Impact:

Budgeted

Yes

Finance Officer Review:

Budget Amendment Required

Yes

Future/Ongoing Impact

Yes

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?

Routine Business

Suggested Motion:

Agenda Language:

Establish future meeting dates and agenda items, including a reminder of the Council planning session on April 30 and the possible rescheduling of the May 21 Council meeting. (Council)

City Manager Review:

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

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

April 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 Council	3	4 Open Space 5 pm	5	6
7 Natural Play- ground Fund Raiser 2-5 pm	8 Mayor's Night In	9	10 Public Safety	11 EDC	12	13
14	15	16 Council	17	18 P&Z HCM&CA	19	20
21	22	23 Friends of Library Annual Meeting 6:30 pm.	24	25 Ethics	26	27 Rotary Gumbo Cook- off
28	29	30 Council Goals Work Session 6 pm				

May 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2 Open Space	3	4 Keels & Wheels
5 Keels & Wheels	6	7 Council	8	9 EDC	10	11 CCISD Election
12	13 Mayor's Night In	14	15 Public Safety	16 P&Z HCM&CA	17	18
19	20 NASA Space Trip to DC	21 Council NASA Space Trip to DC	22 NASA Space Trip to DC	23 NASA Space Trip to DC	24	25 Veteran's War Memorial Grand Opening
26	27 Memorial Day City Hall Closed	28	29	30	31	