SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, MARCH 19, 2013 - 7:00 PM

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY MARCH 19, 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 INTERVIEW CANDIDATES FOR VARIOUS BOARDS & COMMISSIONS

ATTACHMENT 1

1.1 Interview candidate for the Ethics Review Commission. (Council)

2.0 PRESENTATIONS

2.1 Presentation of the City of Seabrook Audit for FY 2011/2012. (Auditors/Lab)

ATTACHMENT 2

2.2 Presentation of the UH-Clear Lake Liberty Bell Project presented by Dion McInnis and Dr. Jim Benson. (Johnson)

ATTACHMENT 3

2.3 Presentation of the Open Space & Trails quarterly report. (Committee member)

3.0 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.

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

4.0 BID AWARDS

ATTACHMENT 4

4.1 Recommendation to accept proposal from Insituform Technologies Inc. in the amount of $113,820.10 to rehabilitate the 8-inch sanitary sewer mains on Killdeer Dr. and North Heron Dr. through the BuyBoard. This is a budgeted item. (Chairez)

5.0 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.

5.1 Accept the Audit Report for FY 2011/2012. (Lab)

5.2 Approve an excused absence for Councilor Robert Llorente for the March 5, 2013 Council meeting. (Glaser)

ATTACHMENT 5

5.3 Approve minutes of the March 5, 2013 regular City Council meeting. (Glaser)

ATTACHMENT 6

5.4 Approve Community Development Report for February, 2013. (Landis)

ATTACHMENT 7

5.5 Approve Public Safety Report for February, 2013. (Holomon)

END OF CONSENT AGENDA

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

ATTACHMENT 8

6.1 Consider appointment to the Ethics Review Commission. (Council)

ATTACHMENT 9

6.2 Review and consider the allocation of HOT (hotel tax) funds for Seabrook events. (Dearman)

ATTACHMENT 10

6.3 Consider the contractual rules for Carothers Gardens as it pertains to music. (Royal)

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

ATTACHMENT 11

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

ATTACHMENT 12

7.2 Establish future meeting dates and agenda items, including establishing date(s) for goal setting work session(s). (Council)

8.0 EXECUTIVE SESSION

The City Council will 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 provided 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

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

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

CERTIFICATE

I certify that this notice was posted on the bulletin board on or before Friday, March 15, 2013 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Meredith Brant, TRMC
Assistant City Secretary

Attachment 1, Item # 1.1
Page 1 of 2

Rev. 05/09

MAR 8 2013 PM 4:20

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

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

- You have been a resident of Seabrook for at least six months prior to the date of appointment. (One year for P&Z Commission and Board of Adjustment.)
- You are a qualified City of Seabrook Voter at the time of appointment. Certification # 1109915746
- You have no felony conviction for which you have not been pardoned.
- You are not an adversary party to pending litigation against the City.
- You are not in arrears on any city taxes, water service charges or other obligations owed the City.

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

Board of Adjustment ____ Charter Review Commission ____ Community Events ____

EDC ____ Ethics Review X Master Plan Review ____

Open Space, Beautification & Preservation ____ P&Z Commission ____

Public Safety ____ Tourism Committee ____ Other ____

All INFORMATION ON THIS APPLICATION WILL BECOME PUBLIC RECORD.

NAME: Barbara Clemmons

HOME ADDRESS: 4601 Hamblen Ct.

HOME PHONE: ____ CELL PHONE: ____ PAGER: ____

BUSINESS PHONE: ____ E-MAIL ADDRESS: ____

NUMBER WHERE I CAN BE REACHED DURING THE DAY: home or cell

PROFESSION: Retired

BUSINESS NAME AND ADDRESS: PTI Systems 2525 South Shore Blvd #401 League City, TX 77573

PERSONAL REFERENCES:

Name	Address	Daytime Phone #
Chuck Pinto		
Terry Larsen	4606 S. Flamingo	
* Bob Robinson		

How long have you lived in the City of Seabrook? 36 years

* Added at the request of applicant

Attachment 1, Item # 1.1
Page 2 of 2

Name of Applicant Barbara Clemmons

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

No

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

No

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

Service as a pastor in a small Texas town. I am a retired minister. I have been a founder of a local high-tech business still operating after 34 years. I am a committed Rotarian which requires adherance to a specific ethical code.

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

Seabrook Association

Rotary Club of Seabrook

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

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

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

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

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

Barbara Clemmons
Signature

3/7/2013
Date

Return to:

Michele L. Glaser, City Secretary
1700 First St.; Seabrook, TX 77586
(281)291-5663; FAX (281)5710
mglaser@ci.seabrook.tx.us

This application will remain on file for one year

OFFICE USE ONLY

Date Submitted 3/8/13 **Received by:** M. Brant **Date(s) Interviewed** _____

Comments: _____

Date Appointed: _____

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

Elbby 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/

Seabrook Galveston Bay to Armand Bayou Enhancement Project

TXU trees

Boy Scouts planting TXU trees

Antrobus trees

Scott
SEABROOK

Planting at Carothers

Labels for Robinson Park

Bench from Ravago

Tire snake/dragon

Toddlers on the bull pine

It’s a long way up Mom

Sensory garden

Seagulls

Snake mound

More rocks added to the snake mound

New Water fountain

Backstops at Monroe Field

New signs

SEABROOK
HESTER GARDEN PARK
Open sunrise to sunset
Please help keep our parks clean
No alcoholic beverages allowed on premises
SHOP. DINE. STAY. EXPERIENCE.

March Report to Council

Wrote a grant proposal to Texas Parks and Wildlife to extend the trail at Wildlife park along the berm the port built.

Received and planted 25 trees from TXU with the help of Boy Scouts and St Paul's Catholic Church of Nassau Bay

Transplanted trees from Antrobus house to Carothers

Planned a formation for the reduced mowing at Wildlife park. It has been marked and will be mowed annually to keep tallow down.

Chinese tallow at Brummerhop have been sprayed. Waiting for Spring to see what the results will be

Had a workday at Carothers to prepare for Spring and Summer activities most of the committee was able to attend, others worked other times

Planted azaleas @ Carothers

Helped Sandi man the Carothers Open House Thursdays in January and February

Worked with Girl Scouts who plan to label plants in Robinson Park along the trail – they researched what would be durable and readable and researched the names of the plants.

Natural Playground

Funds donated total donations $13,228.00

Fundraising planned April 7 – Fun Day Fundraiser and Carothers Coastal Gardens Open House Sunday, April 7th 2 to 5.

Benches received from Ravago (Mark DelToro) donation worth $1500.

Statuary chosen for the sensory garden

Plants planted in the sensory garden

Sand area location moved to accommodate drainage

Plans for the bull pine changed due to observed usage – little ones love to climb on them

Rotary is still planning on building the embankment slide, waiting for the health of the engineer to improve

Seagulls are in place

Staff activities in addition to regular maintenance

Put in new water fountains @ Pine Gully and Brummerhop

Put in back stops at Monroe field

Repaired trails for the Lucky Marathon

Planned Easter Egg hunt

Put up new park signs

Overlaid soccer field @ Friendship park

Placed large boulders @ Pine Gully, the snake mound is complete.

You're invited to a
"Fun Day Fundraiser"
For the NATURAL PLAYGROUND
at Pine Gully Park
&
Open House at
CAROTHERS COASTAL GARDENS

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Sunday, April 7, 2013
2:00 – 5:00 p.m.
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CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: 03/19/13

Submitter/Requestor: Arthur Chairez **Date Submitted:** 03/11/13

Presenter: Arthur Chairez

Description/Subject: Baybrook II/III Sewer Rehabilitation Project

Purpose/Need: Need to repair 8" sanitary sewer line on back utility easement of Killdeer Dr/North Heron Dr by the Cured in Place Pipe (CIPP) lining method.

Background/Issue: The sanitary sewer lines are ABS Truss/Concrete Pipes with numerous joints leaking with vertical and horizontal cracks on the pipes.

Impacted Parties: Public Works, BuyBoard and Insituform Technologies, Inc.

Miscellaneous Comments: This project is a continuing effort by the Utility Department to reduce infiltration and leakage into the sanitary sewer system to prevent blockages & overflows. It also adds more capacity, improves operations at the WWTP and the overall infrastructure of the sanitary sewer system.

Recommended Action: Accept proposal from Insituform Technologies Inc. to rehabilitate the 8 inch sanitary sewer mains on Killdeer Dr and North Heron Dr through the BuyBoard.

Attachments: Proposal from Insituform Technologies Inc., Contract and map w/links

Fiscal Impact:

Budgeted	_X_ Yes	____No	Finance Officer Review:
Budget Amendment Required	____Yes	_X_ No	
Future/Ongoing Impact	____Yes	_X_ No	_____
Budget Dept/Line Item Number	**912-6100**		
Approximate Total Amount of Expenditure	**$ 113,820.10**		

Where on the agenda should this item be placed: Bid Awards

Suggested Motion: Approve the proposal from Insituform Technologies Inc. through the BuyBoard in the amount of $ 113,820.10 to repair 8 inch sewer mains on Killdeer Dr and North Heron Dr. This is a budgeted item.

Approvals: Initials Date

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

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

Received and accepted by the City Secretary/Assistant _____ _____

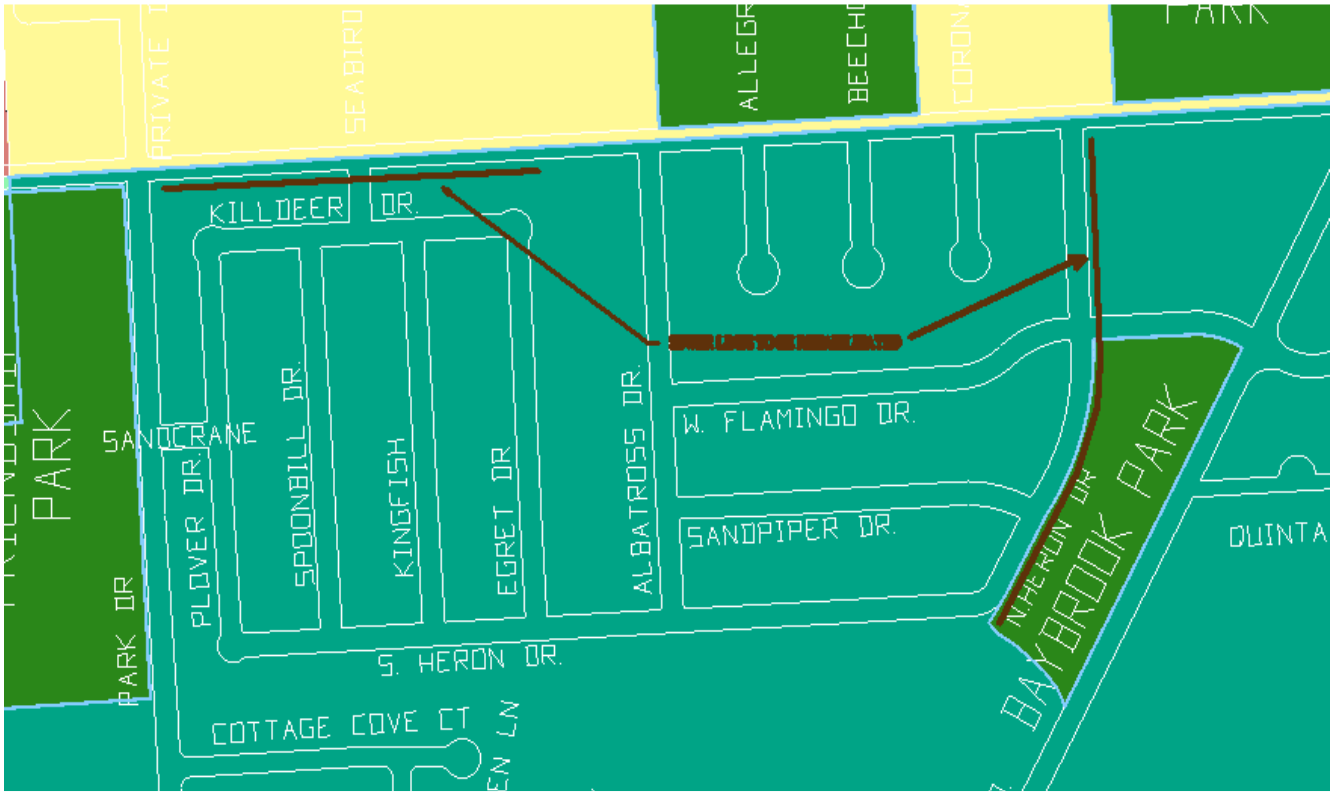
Returned by the City Secretary/Assistant (If incomplete) _____ _____

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

BAYBROOK II/III SUBDIVISION CIPP PROJECT

Scope: CIPP approximately 2400 LF of 8 inch deteriorated Concrete/ABS* truss pipe.
Location: Baybrook II/III Subdivisions.
Cost: $ 113,820.10 – through the BuyBoard (2012-2013 Budget)
Date: By September, 2013
* Acrylonitrile-Butadiene-Styrene

For information on CIPP installation w/animation click on the link below:
http://www.insituform.com/content/190/how_insituform_cipp_is_installed.aspx



Insituform
Technologies, LLC

11702-B Grant Road,
Suite 127
Cypress, TX 77429
Phone:281-467-2865
Fax: 866-575-8422

March 4, 2013

Mr. Arthur Chairez
City of Seabrook
1700 First Street
Seabrook, TX 77586

Proposal

Project Name: **Seabrook 2013 Rehabilitation Project**

INSITUFORM TECHNOLOGIES, LLC. herein proposes to furnish a proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project utilizing the Texas Statewide Cooperative Purchasing Contract administered through the Buy Board.

ASSUMPTIONS AND QUALIFICATIONS

The city of Seabrook will provide all necessary access to manholes, permits, and water for rehabilitation. .

PROPOSAL PRICING

Seabrook
2013 Rehab

Bid Item per Docs	Description	Unit of Measure	Per Bid Quantity	Bid Price	Total
1	8" Clean and TV after point repairs	LF	1,468	$ 2.25	$ 3,303.00
2	Other Remote Obstruction removal	EA	1	$ 550.00	$ 550.00
3	8" x 6.0mm	LF	2,478	$ 28.00	$ 69,384.00
4	6" - 12" CIPP Setup Charge Per Install Length	LF	2,478	$ 5.50	$ 13,629.00
5	Internal reconnects	EA	41	$ 250.00	$ 10,250.00
6	6" - 18" Post TV Inspection After Rehabilitation	LF	2,478	$ 1.00	$ 2,478.00
7	8" - 12" Point repair (0'- 8' deep)	EA	4	$ 2,550.00	$ 10,200.00
8	Trench safety	LF	50	$ 1.00	$ 50.00
9	Sod	SY	20	$ 10.00	$ 200.00
10	Traffic control	Day	5	$ 200.00	$ 1,000.00
11	Payment and Performance Bonds 2.5%	LS	1	$ 2,776.10	$ 2,776.10
					$ 113,820.10

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilization and Demobilization
2. Confined space safe entry practices
3. Standard Insurance
4. Payment and performance bond

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC**. at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**.:

1. Bypass Pumping

***Insituform®* Proposal: Seabrook 2013 Rehabilitation Project**

2. *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
3. Legal dumpsite for debris resulting from pipe cleaning.
4. TxDOT Traffic Control Plan & Permit
5. Project permits and/or local licenses.
6. State and local sales and/or use taxes on the value of the project.
7. Additional premiums for special insurance coverage(s) particular to this project.

PROPOSAL TERMS AND CONDITIONS

a) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES, LLC**.'s agreement to maintain no less than $5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES, LLC**.'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC**. harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.

b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary.

e) Quantities are estimated. Unit prices apply for actual invoice and payment.

f) Payments are due at net within 30 days of invoice. Final payment is due within 30 days of completion.

g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.

h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC**.

i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

OFFERED BY

INSITUFORM TECHNOLOGIES, LLC

JERRY L. BROWN,
BUSINESS DEVELOPMENT MANAGER

ACCEPTED _____
CITY OF SEABROOK, TX

Reviewed and approved on 3/2/13 by :
Andy Ozment, Area Manager

CONTRACT

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT, made and entered into this ___ day of _____ by and between the City of Seabrook, a municipal corporation, hereinafter called "CITY," and Insituform Technologies, LLC, hereinafter called the "CONTRACTOR," and referred to in the masculine pronoun singular whether a person, firm or corporation, WITNESSETH;

1. The Contractor agrees at his own cost to furnish all tools, labor, materials, machinery and appliances for the construction of, delivery, and/or to perform the services for the referenced project in accordance with the required specifications and instructions of the City in a safe, good, sound, workmanlike manner, in strict accordance with this contract, for the following project:

City of Seabrook

Project Name: Seabrook 2013 Rehabilitation Project

In consideration of the sum of One Hundred Thirteen Thousand Eight Hundred Twenty & 10/100 ($113,820.10) (which sum is only an estimate if unit prices are included in the Contractor's Bid Proposal) to be paid to him by the City in the manner and at the time or times provided in the Contract specifications attached hereto as Exhibit A and incorporated herein by reference. The Contractor agrees that if the scope of the Project is determined by the City to have changed after receipt of the subject bid that the amount of the referenced consideration is subject to adjustment, **only on proper prior written agreement of the parties.** Should the parties be unable to reach an agreement for adjustment under these circumstances, the City shall be entitled to terminate this agreement upon written notice, without any further obligation or cost. The work shall begin promptly after written notice by the City to the Contractor and shall progress regularly and uninterruptedly, except as may otherwise be ordered in writing by the City, and shall be finished and fully completed by September 30, 2013.

2. The Contractor agrees that the returns and estimates of the City shall be conclusive of the amount of work completed and the sums to be paid therefor; and said Contractor shall not be entitled to be paid for any extra work which has not been previously ordered in writing by the City. When the Contractor completes the work provided for in this contract in strict accordance with the plans and specifications, the City shall, upon said work being finally accepted by said City, pay the Contractor the unit prices set out in full in the part hereof. It is

understood that payment of the said amounts, except where otherwise provided in this contract, shall be given and received as payment in full for all the work and material described generally in Section One (1) hereof which is to be performed and furnished by the Contractor, and said prices shall be considered as including and comprehending the completion of the whole work, the bids herein being made for a complete work and not for parts of a work.

It is, however, further agreed by the parties hereto as applicable, that on or about the first day of each month during the progress of this work, an estimate shall be made by the City of the value of the completed work done during the previous month, and when such estimate is approved, the City shall, on or about the 15th day of the month, make payment of said estimate, deducting therefrom the appropriate retainage amount (if any) prescribed in the specifications as an agreed amount to be retained by the said City as security that the work described herein will be completed in accordance with this contract and the plans and specifications attached hereto. When the work provided for herein shall have been completed by said Contractor to the entire satisfaction of the City, Mayor and City Council, the said City within thirty (30) days thereafter shall pay to the said Contractor the full amount of the contract price, according to the final estimate of the City, less any amounts theretofore paid on monthly estimates.

A retainage of up to 10% of the amount due the Contractor may be held by the City until final acceptance by the City, unless payment is made in a lump sum.

3. Whenever payments on this contract are being made wholly or partially from a fund or funds received by the City as a grant or loan from any agency of the United States of America and payment of any estimate (including a final estimate) is not made within the specified time by reason of the fact that funds therefore have not been received from such Federal Agency, the time for payment of such estimate shall be extended until such time as said funds are received from such Federal Agency. Under no condition or circumstances shall the City be liable for any interest upon payments due the Contractor where the delay or delays past the due dates of such payment or payments are due directly or indirectly to any act or omission upon the part of any agency of the United States of America as part of said grant or loan. Under no condition or circumstance shall the City be liable to the Contractor for any part of any such grant or loan and the Contractor shall not be paid for the proportionate part of said work covered by said grant or loan except with monies delivered to the City by the agency of the United States of America as part of the said grant or loan.

4. The Contractor has carefully examined the surface of the site and has made sufficient tests as to fully satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefor. The provisions of this contract shall control any inconsistent provisions contained in the specifications. All plans and specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this contract be more strongly construed against the City than against the Contractor and his surety. Any ambiguity or uncertainty in the plans, drawings or specifications shall be interpreted and construed by the City and its decision shall be final and binding upon all parties.

An operation, once started, is to be carried through to completion. The project inspector shall be provided ample opportunity to inspect all lines before backfilling. Contractor shall maintain and provide adequate ingress-egress for traveling public during construction operations and overnight. The Contractor shall be responsible for the safety of himself, his employees, and all other persons during construction.

5. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the City Council or by any authorized agent or representative as in compliance with the terms of this contract and/or of the plans and specifications covering said work, shall not operate as a waiver by the City of strict compliance with the terms of this contract, nor shall such passing, approval and/or acceptance operate to stop the City from demanding strict compliance with the terms of this contract, and/or plans and specifications covering said work; and the City may require the Contractor and/or his surety (if provided) to repair, replace, restore and/or make to comply strictly and in all things with this contract and the plans and specifications any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this contract or with the plans and specifications. Failure on the part of the Contractor and/or his surety, immediately after notice to either, to repair, or replace any such defective materials and workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or his surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this contract and/or his failure to comply strictly and in all things with this contract and with the plans and specifications.

6. No waiver of any of the obligations of the Contractor under any of the terms or conditions of this contract, the plans, specifications or drawings, shall be binding upon the City unless the same is in writing and expressly previously authorized by the City Manager or City Council.

7. All provisions of the Charter and ordinances of the City, together with all state and federal statutes and regulations relating to public improvements are referred to and made a part of this contract; and this contract and all obligations created hereunder shall be consistent with the provisions thereof and performable in Harris County, Texas. It is expressly stipulated and agreed that venue and jurisdiction of any legal action in any way relating to this agreement shall be exclusively in Harris County, Texas.

8. Special Notice: Chapter 2258 of the Texas Government Code provides that any government subdivision shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workman or mechanic and shall specify in the call for bids and in the contract the prevailing rate of per diem wages which shall be paid for each craft type of workman. This Chapter further provides that the Contractor shall forfeit, as a penalty, to the City, County, or State or other political subdivision, Sixty Dollars ($60.00) per day for each laborer, workman or mechanic who is not paid the stipulated wage for the type of work performed by him as set up in the wage scale. The City is authorized to withhold from the Contractor the amount of this penalty in any

payment that might be claimed by the Contractor or sub-contractor. The Chapter makes the Contractor responsible for the acts of the sub-contractor in this respect. The Chapter likewise requires that the Contractor and sub-contractor keep an accurate record of the names and occupations of all persons employed by him and to show the actual per diem wages paid to each worker and these records are open to the inspection of the City. In addition, Section 2258.024 provides that any Contractor or sub-contractor or his representative who fails to keep such record or who refuses to allow the inspection of the records or who fails to comply with Chapter 2258 insofar as payment of the prevailing wage scale is concerned is guilty of a misdemeanor, and upon conviction, shall be punished by a fine of not exceeding Five Hundred Dollars ($500.00), or by imprisonment in the County Jail for a term not exceeding six months, or by both fine and imprisonment. The City, through its representatives, will make every necessary investigation to determine whether or not these statutes are complied with and in case of violation by the Contractor, or sub-contractor, of the provisions of the statutes will take all necessary steps to enforce the penalties imposed by this law.

9. Worker's Compensation Insurance Coverage:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in Section 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

SPACE INTENTIONALLY LEFT BLANK

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (6), with the certificates of coverage to be provided to the person for whom they are providing services.

.J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation.

Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

10. Occupational Safety and Health Standards. The work and the Contractor's operational activities shall comply with the applicable provisions of the Department of Labor, Safety, and Health regulations for construction and applicable Occupational Safety and Health Standards.

11. The contractor stipulates and agrees that no work may be initiated until all applicable insurance policies, bonds and approvals required have been provided to the City and that such insurance policies, bonds and City approval of same is a condition precedent to this Contract. Contractor agrees to obtain and continuously maintain during the life of this contract insurance coverage and bonds which must meet the minimum amount required and will protect the City and contractor from claims for all damages because of bodily injury, including death to his employees and all others; and for claims for damages to property which may arise from the contractor's operation by anyone directly or indirectly employed by him. Such insurance shall name the City as an additional insured and will provide that such insurance will not be canceled without at least thirty (30) days prior written notice to the city. Contractor will be responsible for providing to the City a certificate of insurance or copy of the policy prior to starting any work under the contract. The Contractor shall be responsible for and maintain insurance coverage at his option and expense to cover tools, equipment, etc., owned or rented, the capital value of which is not included in the cost of the work.

A. Comprehensive General Public Liability Insurance for bodily injury and property damage to a combined single limit of not less than $5,000,000 each occurrence.

B. Comprehensive Auto Liability Insurance, including owned, non-owned, hired, or leased automobiles used in connection with this work, with bodily injury and property damage to a combined single limit of not less than $500,000 each occurrence.

C. Property Insurance, as applicable, for building construction and plant construction located on a site shall be purchased and maintained by the Contractor on the entire project for the full cost of replacement as of the time of any loss. This insurance shall include as named insured the City, the General Contractor, and all subcontractors as their interest may appear, and shall insure against loss from the perils of fire and those perils included under "Extended Coverage." It shall include "All Risk" insurance for physical loss or damage, including, without duplication of coverage, at least theft, vandalism, malicious mischief, and transit damage. The Contractor will increase limits of coverage, if necessary, to reflect estimated replacement costs. The Contractor shall be responsible for any co-insurance penalties or deductibles. Insurance shall not be canceled or lapsed on account of any partial occupancy prior to Substantial Completion. Waiver of Subrogation shall include the Contractor, subcontractors, the City and its employees and representatives associated with the work. The Contractor shall transmit the original policy to the City. Any insured

property loss shall be adjusted with the City and made payable to the City as trustee for the insureds, as their interests may appear, subject to any applicable mortgage clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account, and the City shall make distribution in accordance with the agreement of the parties in interest.

D. Excess and Umbrella Liability Insurance in a form following the underwritten coverage in an amount of at least $1,000,000 each occurrence and $2,000,000 aggregate.

If the contract is for the construction, alteration or repair of any public building or the prosecution or completion of any public work and such contract exceeds the sum of $25,000, the successful bidder must furnish a Performance Bond and Payment Bond upon the forms which are attached hereto and may also be required to furnish a Maintenance Bond in the amount of 100% of the contract price from an approved surety company licensed to operate in the State of Texas to act as surety. Bonds submitted by a partnership must be signed by one of the general partners and the same witnessed. Bonds submitted by a corporation must be signed by an officer of the corporation having the authority either granted by the corporate charter, the bylaws of the corporation, or pursuant to a resolution of the Board of Directors of the corporation, to execute such documents for the corporation, and the corporate seal must be affixed to the bond and the same attested to by the Secretary or Assistant Secretary of the corporation. Evidence of authority of the signing officer must be submitted. Bonds submitted by a sole proprietorship must be signed by the proprietor, witnessed and clearly set out the name under which the proprietor is conducting business.

12. The Contractor shall observe and comply with all Federal, State, and local laws, rules and regulations in any manner affecting the conduct of services herein provided and the performance of all obligations undertaken in the execution of this project and particularly in the employment practices engaged in, agrees that he will not discriminate because of race, color, religion, national origin, sex, age, handicap or disability. Specifically, the performance of this Contract shall comply with any and all requirements of the Americans with Disabilities Act of 1990, USC 12101 et seq.

13. The plans, profiles and specifications approved by the City Manager or the City Council are a part of this contract. The following are in particular, whether or not the same be attached hereto, a part of this contract and every covenant and undertaking therein is as fully binding upon the parties hereto as if here set forth at length, to-wit: (a) Request for Proposals, including Scope of Work and Conditions and the Contractor's Bid Proposal, (b) All of those specifications and drawings which are referred to in the Contractor's Bid Proposal. It is specifically understood and agreed that the City under no circumstances will indemnify Contractor, or any other subcontractors, or suppliers, and specifically reserves all privileges, immunities, and defenses applicable under law. In case of conflict, any provision of this document shall prevail over any conflicting provision in any of the above-listed documents, and any provision in a special item or specification pertaining particularly to the project herein referred to shall control over any inconsistent provision of the General Conditions.

14. The Contractor shall not assign or transfer, whether by an assignment or novation, any of its

rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

15. TERMINATION OF CONTRACT: In the event that any of the provisions of the contract documents are violated by the Contractor, or by any of his subcontractors, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City may take over the work and prosecute the same to completion by contract or by force and at the expense of the Contractor, and his Surety shall be liable to the City for any excess cost occasioned thereby. In such event the City may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

16. The invalidity or illegality of any term, provision or condition of this contract or of any of the contract documents attached hereto shall not in any manner affect, invalidate or annul any other term, provision or condition hereof or thereof. The parties hereto expressly stipulate and agree that if they have included in this contract or in any of the contract documents any illegal term or provision, this contract shall read and be effective to the same force and effect as if such illegal term or provision were wholly deleted and eliminated herefrom or therefrom.

17. The time set forth for the work provided for herein is an essential part of this contract. The Contractor and City understand and agree that a breach of this contract as to completion on time will cause damage to the City unless an extension of time has been granted. The parties agree that each and every calendar day the work or any portion thereof shall remain uncompleted after the expiration of the time limit, that City may deduct as liquidated damages $250 (two hundred fifty dollars) per day for each day for each calendar day beyond the contract period as referenced in paragraph 1 herein, not as a penalty, but as liquidated damages and added expense of administration, engineering and overhead.

18. The failure of the successful bidder to execute the Contract and supply the required bonds, if

any, within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City may grant in writing, shall constitute a default and the City may, at its option, either award the contract to the next best qualified bidder, or re-advertise for bids. In either case, the City may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the City for a refund.

19. THE CONTRACTOR AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR ALL CLAIMS AND SUITS, INCLUDING CLAIMS AND SUITS FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE UNDER THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE NEGLIGENCE OF THE CITY, ITS AGENTS, OR EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF ANY ACTION OF ANY NATURE WHATSOEVER, AND THE CONTRACTOR HERETO EXPRESSLY WAIVES ANY CLAIMS AGAINST THE CITY OF ANY NATURE THAT MIGHT HAVE BEEN A CONTRIBUTING FACTOR TO THE EVENTS AND CIRCUMSTANCES WHICH MIGHT HAVE LED UP TO THE INJURY OR OTHER EVENTS.

IN WITNESS WHEREOF, the City and the Contractor have made and executed this contract in multiple copies, each of which is an original.

CONTRACTOR:

Insituform Technologies, LLC

By: Joann Smith

Joann Smith
Contracting & Attesting Officer

Date: March 7, 2013

ACKNOWLEDGEMENT

STATE OF MISSOURI §
§
COUNTY OF ST. LOUIS §

BEFORE ME, the undersigned authority, on this day personally appeared Joann Smith, Contracting & Attesting Officer (state title/office) of Insituform Technologies, LLC, a Delaware Limited Liability Company (state whether corporation, proprietorship, or partnership and state of incorporation) known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she was duly authorized and executed the same in behalf of Insitutorm Technologies, Inc, for the purposes and consideration therein expressed and in the capacity therein stated for and on behalf of

Given under my hand and seal of office, this the 7th day of March, 2013

Jana Lause

Notary Public, State of Missouri

JANA LAUSE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Dec. 5, 2013
Commission # 09805615

CITY OF SEABROOK, TEXAS:
Signed by:

_____ Date: _____

Mayor

ATTEST:

_____

_____
City Secretary

Insituform
Technologies, LLC

11702-B Grant Road,
Suite 127
Cypress, TX 77429
Phone:281-467-2865
Fax: 866-575-8422

March 4, 2013

Mr. Arthur Chairez
City of Seabrook
1700 First Street
Seabrook, TX 77586

Proposal

Project Name: **Seabrook 2013 Rehabilitation Project**

INSITUFORM TECHNOLOGIES, LLC. herein proposes to furnish a proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project utilizing the Texas Statewide Cooperative Purchasing Contract administered through the Buy Board.

ASSUMPTIONS AND QUALIFICATIONS

The city of Seabrook will provide all necessary access to manholes, permits, and water for rehabilitation. .

PROPOSAL PRICING

Seabrook
2013 Rehab

Bid Item per Docs	Description	Unit of Measure	Per Bid Quantity	Bid Price	Total
1	8" Clean and TV after point repairs	LF	1,468	$ 2.25	$ 3,303.00
2	Other Remote Obstruction removal	EA	1	$ 550.00	$ 550.00
3	8" x 6.0mm	LF	2,478	$ 28.00	$ 69,384.00
4	6" - 12" CIPP Setup Charge Per Install Length	LF	2,478	$ 5.50	$ 13,629.00
5	Internal reconnects	EA	41	$ 250.00	$ 10,250.00
6	6" - 18" Post TV Inspection After Rehabilitation	LF	2,478	$ 1.00	$ 2,478.00
7	8" - 12" Point repair (0'- 8' deep)	EA	4	$ 2,550.00	$ 10,200.00
8	Trench safety	LF	50	$ 1.00	$ 50.00
9	Sod	SY	20	$ 10.00	$ 200.00
10	Traffic control	Day	5	$ 200.00	$ 1,000.00
11	Payment and Performance Bonds 2.5%	LS	1	$ 2,776.10	$ 2,776.10
					$ 113,820.10

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilization and Demobilization
2. Confined space safe entry practices
3. Standard Insurance
4. Payment and performance bond

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC**. at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**.:

1. Bypass Pumping

Insituform® Proposal: Seabrook 2013 Rehabilitation Project

2. *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
3. Legal dumpsite for debris resulting from pipe cleaning.
4. TxDOT Traffic Control Plan & Permit
5. Project permits and/or local licenses.
6. State and local sales and/or use taxes on the value of the project.
7. Additional premiums for special insurance coverage(s) particular to this project.

PROPOSAL TERMS AND CONDITIONS

a) Limits of Liability. In consideration of INSITUFORM TECHNOLOGIES, LLC.'s agreement to maintain no less than $5,000,000 of comprehensive general liability insurance in the form required by the Contract, INSITUFORM TECHNOLOGIES, LLC.'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold INSITUFORM TECHNOLOGIES, LLC. harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.

b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary.

e) Quantities are estimated. Unit prices apply for actual invoice and payment.

f) Payments are due at net within 30 days of invoice. Final payment is due within 30 days of completion.

g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.

h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of INSITUFORM TECHNOLOGIES, LLC.

i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

OFFERED BY

INSITUFORM TECHNOLOGIES, LLC

JERRY L. BROWN,
BUSINESS DEVELOPMENT MANAGER

ACCEPTED _____
CITY OF SEABROOK, TX

Reviewed and approved on 3/2/13 by :
Andy Ozment, Area Manager

AIA Document A312™ – 2010

Bond Number: 105897934

Performance Bond

CONTRACTOR:
(Name, legal status and address)
INSITUFORM TECHNOLOGIES, LLC
17988 Edison Avenue
Chesterfield, MO 63005

OWNER:
(Name, legal status and address)
City Of Seabrook
1700 First Street
Seabrook, TX 77586

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty And Surety Company
One Tower Square
Hartford, CT 06183

Mail Notices To:
Travelers
Attn: Inez Meyerholz – Bond Claims
One Tower Square 2S1A
Hartford, CT 06183

Local Surety Address:
Travelers
940 Westport Plaza Drive, Ste 450
Maryland Heights, MO 63146

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date:
Amount: $113,820.10
ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED TWENTY AND 10/100

Description:
Seabrook 2013 Rehabilitation Project
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: $113,820.10
ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED TWENTY AND 10/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: **INSITUFORM TECHNOLOGIES, LLC**
(Corporate Seal)

Signature: Joann Smith
Name and Title: *Joann Smith, Contracting and Attesting Officer*

SURETY

Company: **Travelers Casualty And Surety Company**
(Corporate Seal)

Signature: Andrew P. Thome
Name and Title: *Andrew P. Thome, Attorney-In-Fact*

(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY— Name, address and telephone)
AGENT or BROKER:

J.W. TERRILL, INC.
825 Maryville Centre Drive, Ste 200
Chesterfield, MO 63017
Phone Number: 314-594-2700

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party):

AIA Document A312™ — 2010. The American Institute of Architects.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. Iithe Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 when the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 the Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor

§ **16** Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	**SURETY** Company: (Corporate Seal)
Signature:	Signature:
Name and Title:	Name and Title:
Address:	Address:

AIA Document A312™ — 2010. The American Institute of Architects

AIA Document A312™ – 2010

Payment Bond

Bond Number: 105897934

CONTRACTOR:
(Name, legal status and address)
INSITUFORM TECHNOLOGIES, LLC
17988 Edison Avenue
Chesterfield, MO 63005

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty And Surety Company
One Tower Square
Hartford, CT 06183

Mail Notices To:
Travelers
Attn: Inez Meyerholz – Bond Claims
One Tower Square 2S1A
Hartford, CT 06183

Local Surety Address:
Travelers
940 Westport Plaza Drive, Ste 450
Maryland Heights, MO 63146

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:
(Name, legal status and address)
City Of Seabrook
1700 First Street
Seabrook, TX 77586

CONSTRUCTION CONTRACT
Date:
Amount: $113,820.10
ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED TWENTY AND 10/100

Description:
Seabrook 2013 Rehabilitation Project
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: $113,820.10
ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED TWENTY AND 10/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: **INSITUFORM TECHNOLOGIES, LLC**
(Corporate Seal)
Signature: Joann Smith
Name and Title: *Joann Smith, Contracting and Attesting Officer*

SURETY

Company: **Travelers Casualty And Surety Company**
(Corporate Seal)
Signature: A. P. Thome
Name and Title: *Andrew P. Thome, Attorney-In-Fact*

(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

J.W. TERRILL, INC.
825 Maryville Centre Drive, Ste 200
Chesterfield, MO 63017
Phone Number: 314~594~2700

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party):

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to

Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

AIA Document A312™ — 2010. The American Institute of Architects.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corporate Seal)	Company: (Corporate Seal)
Signature:	Signature:
Name and Title:	Name and Title:
Address:	Address:

State of **Missouri**
County of **St. Louis**

On _____, _____, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Andrew P. Thome** known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

_____
Barbara Buchhold, Notary Public

BARBARA BUCHHOLD
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Sept. 7, 2014
Commission # 10430636

My Commission Expires: _____

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225910

Certificate No. 005340190

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Kristan L. Lucas, Peter J. Mohs, Helen A. Antoine, Debra A. Woodard, and Barbara Buchhold

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of January, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 18th day of January, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

ACORD

CERTIFICATE OF LIABILITY INSURANCE 7/1/2013

DATE (MM/DD/YYYY) 3/7/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies,LLC-1 St. Louis
Three City Place Drive, Suite 900
St. Louis MO 63141-7081
(314) 432-0500

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company (64)	23035
INSURER B : American Guarantee and Liab. Ins. Co.	26247
INSURER C : Liberty Insurance Corporation	42404
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1347996 Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield MO 63005

COVERAGES INSTE02 CERTIFICATE NUMBER: 12227437 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	TB2-641-004218-032	7/1/2012	7/1/2013	EACH OCCURRENCE	$ 2,000,000
A	X COMMERCIAL GENERAL LIABILITY			BROAD FORM PD/CONTRACTUAL			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 350,000
A	CLAIMS-MADE X OCCUR			PER PROJECT AGG. CAP $20M			MED EXP (Any one person)	$ 10,000
	X Independt Contractor						PERSONAL & ADV INJURY	$ 2,000,000
	X XCU						GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY	Y	Y	AS2-641-004218-022	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB X OCCUR	Y	Y	AUC3818508-11.	7/1/2012	7/1/2013	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $0							$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WA7-64D-009004-442	7/1/2012	7/1/2013	X WC STATU-TORY LIMITS OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		WC7-641-004218-012 (WI & OR)	7/1/2012	7/1/2013	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: 2013 REHABILITATION PROJECT. CITY OF SEABROOK IS ADDITIONAL INSURED UNDER GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS. WAIVER OF SUBROGATION APPLIES UNDER GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS' COMPENSATION WHERE PERMISSIBLE BY LAW AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS. **SEE ATTACHED ENDORSEMENTS**

CERTIFICATE HOLDER

12227437

CITY OF SEABROOK
1700 FIRST STREET
SEABROOK TX 77586

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Policy Number **TB2-641-004218-032**
Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
"Per schedule on file with Company"		60

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Endorsement #

Notification to Others of Cancellation or Nonrenewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 3818508 11	07/01/2012	07/01/2013	07/01/2012	33013000	---	---

Named Insured and Mailing Address:

INSITUFORM TECHNOLOGIES, INC.
17988 EDISON AVENUE
CHESTERFIELD, MO 63005

Producer:

LOCKTON INSURANCE AGENCY OF ST. LOUIS, INC.
3 CITYPLACE DR STE 900
SAINT LOUIS, MO 63141-7088

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to **SECTION VI. CONDITIONS**:

Notification to Others of Cancellation

A. If we cancel or nonrenew this policy by written notice to the first **Named Insured** for any reason other than nonpayment of premium, we will deliver electronic notification that such policy has been cancelled to each person or organization shown in a Schedule provided to us by the first **Named Insured**. Such Schedule:

1. Must be initially provided to us within fifteen (15) days:
   a. After the beginning of the policy period shown in the Declarations; or
   b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such policy has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

B. Such Schedule may be updated and provided to us by the first **Named Insured** during the policy period. Such updated Schedule must comply with Paragraphs **2.**, **3.** and **4.** above.
Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first **Named Insured**.

C. If we cancel this policy by written notice to the first **named insured** for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

(1) To the name and address corresponding to each person or organization shown in the **SCHEDULE** below; and

(2) At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first **named insured**, or the longer number of days notice if indicated in the **SCHEDULE** below.

D. If we cancel this policy by written notice to the first **named insured** for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the **SCHEDULE** below at least 10 days prior to the effective date of such cancellation.

E. If notice as described in Paragraphs **a.** or **b.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
Schedule to be provided by Named Insured as indicated in Paragraph **A** above.	**30**

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with company"		60

All other terms and conditions of this policy remain unchanged.

Policy No: AS2-641-004218-022 Issued By: Liberty Mutual Fire Insurance Company
Effective Date: 7/1/2012
Expiration Date: 7/1/2013
Sales Office:
Endt Serial No:

Laura Rudolph

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with Company"		60

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-009004-442 Effective Date 7/1/2012 Premium $

Issued to

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The City Council of the City of Seabrook met in regular session on Tuesday, March 5, 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	MAYOR
ROBERT LLORENTE (Ex. Abs.)	COUNCIL PLACE NO. 1
MIKE GIANGROSSO (Absent)	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
MEREDITH BRANT	ASSISTANT CITY SECRETARY
STEVEN L. WEATHERED	CITY ATTORNEY

Mayor Royal called the meeting to order at 7:00 p.m. and led the audience in the Pledge of Allegiance and the Texas Pledge.

1.0 PRESENTATIONS

1.1 Presentation of Certificate of Appreciation to John Coggeshall, member of the Open Space & Trails Committee for implementation of the tree planting program with TXU. (Royal)

Mayor Royal made the presentation to Mr. Coggeshall.

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

Eddie Selden, Gene Scott and Chris Kuhlman, all residents of Todville Road spoke against removal of old pilings located in Galveston Bay by the Texas General Land Office (GLO), particularly as it relates to the pilings along the 1400 – 1500 block of Todville which are bird habitats. They asked that Council consider assisting with the preservation of the pilings thereby creating a sanctuary for the pelicans.

Chris Kuhlman showed a short film of the pelicans roosting on the pilings.

Tony Williams of the GLO spoke regarding the removal of derelict structures (pilings) from Galveston Bay. He stated that the pilings being removed extend beyond existing piers and are more than 150 to 200 feet from shore. In response to Council questions, Mr. Williams stated that there had been an environmental impact study; there are approximately 1500 pilings to be removed from the Seabrook area; and that there will be about a one week delay due to the winds and tides in which the city's requests and comments could be considered. He added that the contract has a specific time frame, but the GLO tries to work with the local governments. He will email the permit to Mr. Templin along with the location and number of pilings for removal.

Mike Sommers and Terry Sones, residents of Baywood Drive, spoke concerning the nuisance created by the parties at Carothers Gardens. Suggestions were made for changes in the rental contract or to change the use of the property so that it may be enjoyed by all citizens or to revert back to residential.

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

Mayor Royal announced upcoming events as follows:

- March 16 & 17 – Lucky Trails Marathon
- March 23 – Trash Bash
- March 30 – Seabrook Easter Egg Hunt
- April 27 – Gumbo Cook-off at Clear Lake Park
- May 4 & 5 – Keels & Wheels at Lakewood Yacht Club
- May 25 – Veteran's Memorial Grand Opening Event.

3.0 CONSENT AGENDA

3.1 Approve application for the annual Bayside Area Little League Opening Day Parade on Saturday, March 23, 2013 from 8:00 to 9:00 a.m. starting at El Mar Shopping Center and ending at the baseball complex on Meyer. The applicant is requesting a waiver of fees as the league is a non-profit organization. (Applicant)

3.2 Approve an excused absence for Councilor Don Holbrook for the February 19, 2013 Council meeting. (Glaser)

3.3 Approve Mayor Royal's withdrawal as a member of the *ad hoc* group formed to deal with fire department issues. (Royal)

3.4 Approve the minutes of the February 19, 2013 regular City Council meeting. (Glaser)

3.5 Removed by Steve Weathered.

3.6 Consider approval of second and final reading of proposed Ord. No. 2013-06, "TMRS Buyback Ordinance." (Cook)

AN ORDINANCE ALLOWING CERTAIN EMPLOYEES OF THE CITY OF SEABROOK, TEXAS WHO HAVE TERMINATED PREVIOUS MEMBERSHIPS IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM, TO DEPOSIT THE SUMS SO WITHDRAWN, PLUS ANNUAL WITHDRAWAL CHARGES, AND ALLOWING AND UNDERTAKING THE COST OF ALLOWING ANY SUCH EMPLOYEE CREDIT IN SUCH SYSTEM FOR ALL SERVICE TO WHICH SUCH EMPLOYEE HAD BEEN ENTITLED AT DATE OF SUCH

WITHDRAWAL, WITH LIKE EFFECT AS IF ALL SUCH SERVICE HAD BEEN PERFORMED AS AN EMPLOYEE OF THIS CITY.

3.7 Approve the annual Racial Profiling Report as submitted by the Seabrook Police Department and required by Senate Bill 1074. (Holomon)

3.8 Approve list of seized items to be sold at auction. (Holomon)

3.9 Approve letter of support for Senate Bill 3 which relates to public high school graduation, curriculum requirements and funding of such curriculum. (Royal)

Motion was made by Councilor Holbrook and seconded by Councilor Johnson

To approve the Consent Agenda with the exception of Item 3.5.

MOTION CARRIED BY UNANIMOUS CONSENT.

END OF CONSENT AGENDA

3.5 Consider second and final reading of proposed Ordinance No. 2013-04, " Ethics Review Commission. Change in Membership and Quorum Requirements." (Ethics Review Commission)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, CHAPTER 2. "ADMINISTRATION", ARTICLE VI. "CODE OF ETHICS", DIVISION 2. "ETHICS REVIEW COMMISSION" BY CHANGING THE REQUIRED MEMBERSHIP FROM SEVEN TO FIVE REGULAR MEMBERS AND BY CHANGING THE REQUIRED QUORUM. THIS ORDINANCE PROVIDES FOR A ENALTY IN AN AMOUNT OF NOT MORE THAN $500.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALS ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDES FOR SEVERABILITY.

City Attorney Steve Weathered pointed out that this is not a penal ordinance, but it has a penalty for violation. He suggested that the penalty was unnecessary, but deferred to Council as this is a policy matter.

Motion was made by Councilor Holbrook and seconded by Councilor Kolupski

To approve the ordinance with the removal of the penalty clause as recommended by the City Attorney.

MOTION CARRIED BY UNANIMOUS CONSENT.

4.0 NEW BUSINESS

4.1 Consider forming an *ad hoc* committee concerning weight restrictions of vehicles and heavy weight corridors. (Llorente)

Due to the absence of Councilor Llorente, this item was deferred until the next regular City Council meeting.

5.0 ROUTINE BUSINESS

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

Motion was made by Councilor Holbrook and seconded by Councilor Davis
To approve the action items checklist.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.2 Establish future meeting dates and agenda items, including establishing date(s) for goal setting work session(s). (Council)

Councilor Holbrook stated that he would like for the removal of pilings to be considered at the second meeting in March. He also suggested that Jerry Patterson be contacted to request a temporary stop to removal of pilings.

Mayor Royal requested that Carothers Gardens be placed on the next agenda.

The above items will be considered at the next regular meeting, although depending on the response of the GLO, a special meeting may be called.

Councilor Davis stated that the Public Safety item originally scheduled to be on tonight's agenda, will be placed on the agenda for the second meeting in April.

Mr. Templin stated that the city staff will meet to consider goals, after which he will bring the staff perspective to Council. A special meeting for goal setting was tentatively scheduled for Tuesday, April 30 at Carothers Gardens, providing it is available.

6.0 EXECUTIVE SESSION

Mr. Weathered stated that Item 6.1 should be removed from the executive session agenda.

Section 551.071

6.1 Consult with City Attorney to receive legal advice only relating to Charter Provision, pursuant to Section 551.071 Texas Government Code. (Weathered)

Section 551.072

6.2 Conduct a closed meeting, as provided 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)

No executive session was held on Item 6.1 or 6.2.

Upon motion, the meeting was adjourned at 7:47 p.m.

APPROVED THIS 19TH DAY OF MARCH, 2013.

_____
Glenn R. Royal, Mayor

_____
Meredith Brant, TRMC
Assistant City Secretary

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, MARCH 19, 2013

Submitter/Requestor: Sean Landis **Date Submitted: 3/11/2013 9:46:36 AM**

Presenter: Sean Landis

Description/Subject:

Monthly Building Report for February.

Purpose/Need: Administration Issue

Background/Issue(What prompted this need):

N/A

Impacted Parties(Expected/Notified): N/A

Miscellaneous Comments:

3 New Residential Permits was issued for the month of February totaling $617,411.
0 New Commercial Permits issued for the month of February.

Attachments:
(Please list description of attachments and number of pages in each attachment)
Building Report
Fire Inspections
Code Enforcement

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

Funding Comments:

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

Suggested Motion:

N/A

Agenda Language:

Approve Community Development Report for February, 2013. (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
Fiscal Year 2010-2011

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	#		#	
October	5	$1,132,815.05	5	$51,400.00	3	$139,537.70	1	$1,000.00	4	$46,550.00	20	$ 82,400.00	1	$6,000.00	13	$ 60,483.00	14	$ 40,600.00	66	$1,560,785.75	91	$ 2,850,109.72
November	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	$1,855,684.41	67	$ 1,185,260.33
December	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
January	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	$1,463,462.35	77	$ 2,724,199.61
February	3	$617,411.87	5	$93,614.00	2	$27,000.00	0	$0.00	6	$40,057.00	16	$ 43,145.00	1	$2,100.00	12	$ 74,695.14	16	$ 48,380.00	61	$946,403.01	82	$ 3,643,286.98
March																					112	$ 2,959,057.97
April																					95	$ 1,352,827.27
May																					100	$ 2,468,791.37
June																					105	$ 1,822,629.09
July																					79	$ 2,819,522.17
August																					94	$ 4,610,102.92
September																					95	$ 1,253,318.51
Y-T-D TOTALS																					1055	$ 30,028,335.63

	Fees Paid		Fees Paid
October	$11,543.75	April	
November	$15,218.75	May	
December	$10,395.50	June	
January	$13,436.80	July	
February	$9,971.50	August	
March		September	
		Y-T-D Total	$ 60,566.30

New Residential Buildings	

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

	#	Water Impact Fees	#	Sewer Impact Fees		#	Water Impact F	#	Sewer Impact Fees	
October	3	$ 3,444.00	3	$ 2,772.00	April					
November	6	$ 7,528.56	6	$ 8,659.05	May					
December	1	$ 1,788.56	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					September					

	Water Impact	Sewer Impact
Y-T-D Total	$21,945.12	$22,880.10

Building Department Statistics
FEBRUARY 2013

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	3	$617,411.87	$3,505.50
Building Additions	5	$93,614.00	$682.50
New Commercial	0	$0.00	$0.00
Commercial Additions	2	$27,000.00	$292.50
New City	0	$0.00	$0.00
City Additions	0	$0.00	$0.00
Electrical	16	$43,145.00	$1,531.50
Fill	0	$0.00	$0.00
Irrigation	1	$2,100.00	$187.50
Mechanical	12	$74,695.14	$2,082.00
Plumbing	16	$48,380.00	$837.50
Sign	1	$1,100.00	$60.00
Demolition	0	$0.00	$0.00
Fire/Sprinkler	1	$20,657.00	$555.00
Miscellaneous	4	$18,300.00	$237.50
TOTALS	**61**	**$946,403.01**	**$9,971.50**

SVFD

Inspections by Occupancy

Date Completed Between {02/01/2013} And {02/28/2013}

BAYPORT2650 **Autozone #1491**
2650 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/21/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

BAYPORT3110 **Bay Area Body Shop**
3110 Bayport Blvd (SH 146)
PO Box 909
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/08/2013		205 Re-Inspection	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
02/21/2013		200 INSPECTION - General	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
02/21/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

SVFD

Inspections by Occupancy

Date Completed Between {02/01/2013} And {02/28/2013}

SEAB01 **C Brook Salon**
1002 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/08/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

SB **CLEAR LAKE SPEED CENTER**
2107 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/08/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA2513 **Cabo**
2513 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/15/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

VACA01 **Cell Wizard**
1002 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/01/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

SVFD

Inspections by Occupancy

Date Completed Between {02/01/2013} And {02/28/2013}

BAYPORT2014 **Cricket Wireless**
2014 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/15/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

BAYPORT2168 **Crown Trophy**
2168 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/15/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

SB **FUN SHOP**
2114 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/08/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA2622#G1 **Galco Hearing Aids**
2622 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/08/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

SVFD

Inspections by Occupancy

Date Completed Between {02/01/2013} And {02/28/2013}

NASA2900#200 **Glass Mermaids**
2900 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/21/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

ELMAR1905 **Kroger**
1905 El Mar LANE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/15/2013		205 Re-Inspection	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA2622 #C **NASA NAIL SPA**
2622 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/08/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

BAYPORT1917 **NEPTUNE SUBS**
1917 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/21/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

SVFD

Inspections by Occupancy

Date Completed Between {02/01/2013} And {02/28/2013}

SBCIRCLE2113 **PSI AUTOMATION**
2113 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/08/2013		200 INSPECTION - General	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
02/08/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			**0.00**	

AFFO01 **Pistons & Pinups**
1002 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/08/2013		200 INSPECTION - General	0.00	
02/15/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 2			**0.00**	

NASA2234 **Royal Meditteranean Food**
2234 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/20/2013		821 CONSULTATION - Fire Alarm	0.00	
Total Activities for Occupancy: 1			**0.00**	

SVFD

Inspections by Occupancy

Date Completed Between {02/01/2013} And {02/28/2013}

SHIPYARD **Seabrook Marina**
1900 Shipyard DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/01/2013		820 CONSULTATION - Fire Protection	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
02/01/2013		222 INSPECTION - Sprinkler System	0.00	
02/01/2013		121 PLAN REVIEW - Fire Alarm	0.00	
02/01/2013		210 INSPECTION - Site	0.00	
02/04/2013		222 INSPECTION - Sprinkler System	0.00	
02/15/2013		222 INSPECTION - Sprinkler System	0.00	
Total Activities for Occupancy: 5			**0.00**	

NASA3134#B **Sky High**
3134 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/15/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			**0.00**	

STEF01 **Stefan & Maria Garza Foster Care**
1305 S Heron DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/21/2013		200 INSPECTION - General	0.00	

SVFD

Inspections by Occupancy

Date Completed Between {02/01/2013} And {02/28/2013}

STEF01 **Stefan & Maria Garza Foster Care**
1305 S Heron DR
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
02/15/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			**0.00**	

BAYPORT1202 **Tookies**
1202 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/01/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			**0.00**	

1717-C **Vacant**
1717 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/08/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			**0.00**	

CHIL02 **Vacant**
2215 Repsdorph
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee

SVFD

Inspections by Occupancy

Date Completed Between {02/01/2013} And {02/28/2013}

02/21/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

LIVI01 **Vacant**
2900 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/21/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA2622#A **Vacant**
2622 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/01/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA3142A **Vacant**
3142 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/15/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

VACA11 **Vacant**
2109 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/08/2013		200 INSPECTION - General	0.00	

SVFD

Inspections by Occupancy

Date Completed Between {02/01/2013} And {02/28/2013}

VACA11 **Vacant**
2109 Seabrook CIR
Seabrook, TX 77586

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

VACA12 **Vacant**
2111 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/08/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			**0.00**	

WATERFRONT10 **Vacant Lot No Inspections Required**
109 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/01/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA2622#E **Vacant Part of Floppy Pets No Insp**
2622 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/01/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			**0.00**	

SEABROOKCIR2 **Waffle House**
2102 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee

SVFD

Inspections by Occupancy

Date Completed Between {02/01/2013} And {02/28/2013}

02/08/2013		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
02/21/2013		205 Re-Inspection	0.00	

Total Activities for Occupancy: 1 **0.00**

SEABROOKCIR2 **Weight Tech**
2105 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/08/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 1 **0.00**

NASA3128 **Your Printing Now**
3128 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/01/2013		200 INSPECTION - General	0.00	
02/15/2013		200 INSPECTION - General	0.00	

Total Activities for Occupancy: 2 **0.00**

Grand Total Activities: 45 **Grand Totals:** 0.00 0.00

Code Enforcement Update for February 2013

- **Building Inspections Completed**
  - December: 153
  - January: 215
  - February: 176

- **Open Code Enforcement Cases**:
  - December: 189
  - January: 197
  - February: 181

- **Code Enforcement Abatement Liens Paid 2012:**
  - January: (1) Liens: mowing & debris removal $223.30
  - February: (2) Liens: mowing & debris removal $674.50
  - August: (4) Liens: mowing & debris removal $1,301.57
  - November: (1) Lien: mowing & debris removal $490.49

- **Code Enforcement Abatement Liens Filed 2012:**
  - May: (2) Liens: mowing & debris removal $175.00
  - July: (5) Liens: mowing & debris removal $1000.00
  - September: (10): mowing & debris removal $ 820.00
  - November: (7): mowing & debris removal $1245.00

SEABROOK

CITY OF SEABROOK

Date of Meeting: March 19 2013

Submitter/Requestor: Chief Nona Holomon **Date Submitted: Mar. 11, 2013**

Presenter: Chief Nona Holomon

Description/Subject: Public Safety Activity Report for the month of February

Purpose/Need: Policy Issue☐ Administrative Issue: 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): **Council, staff and citizens**

Attachments: Copy reports. (Charts and graphs)

Fiscal Impact: Budgeted __ Yes _x__No
Finance Officer Review:
Budget Amendment required ___ Yes ___No
Future/Ongoing Impact _ __ Yes ___No _____

Budget Dept/Line Item Number

Funding Comments: n/a

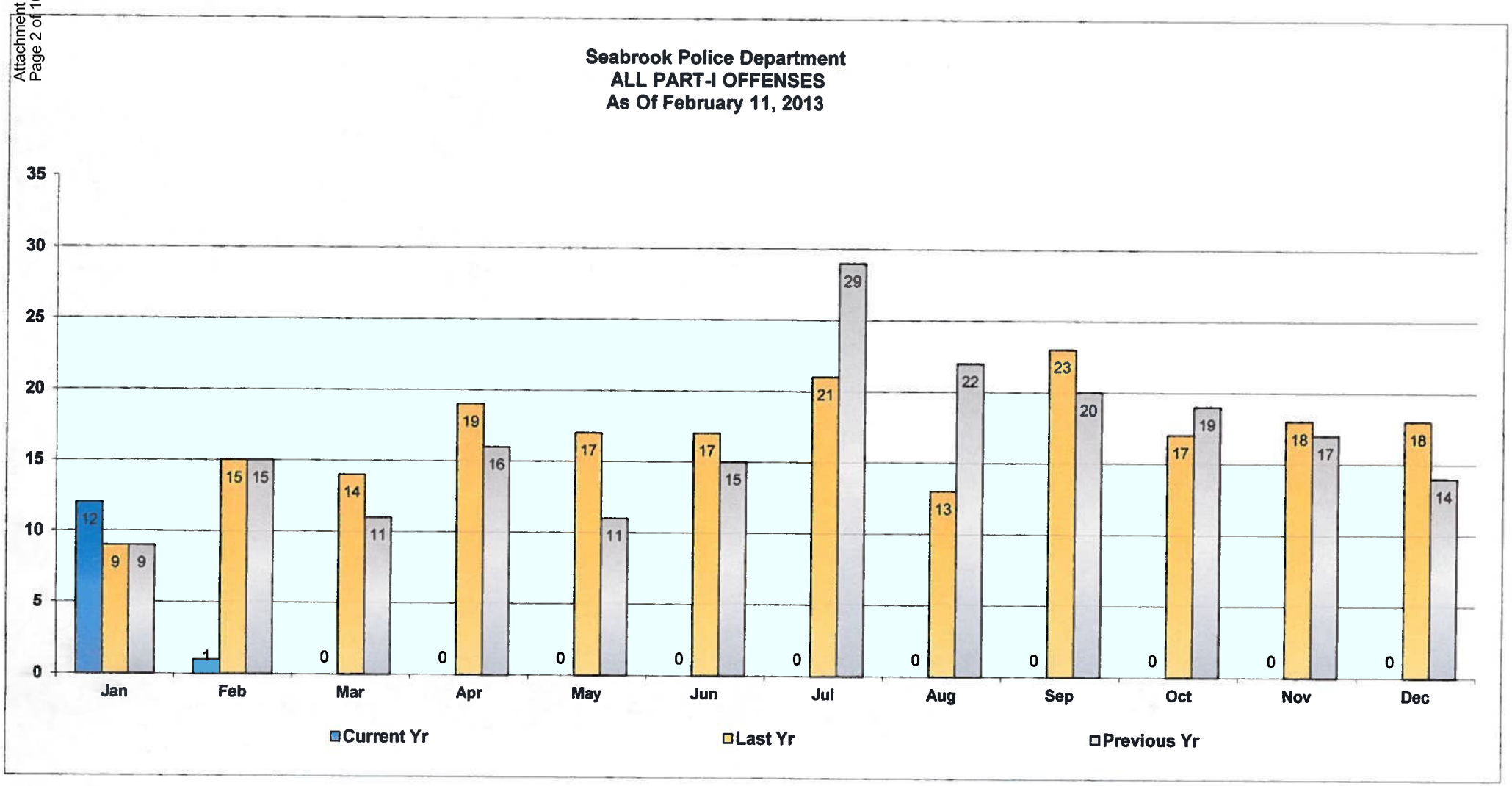
Where on the agenda should this item be placed? Consent agenda

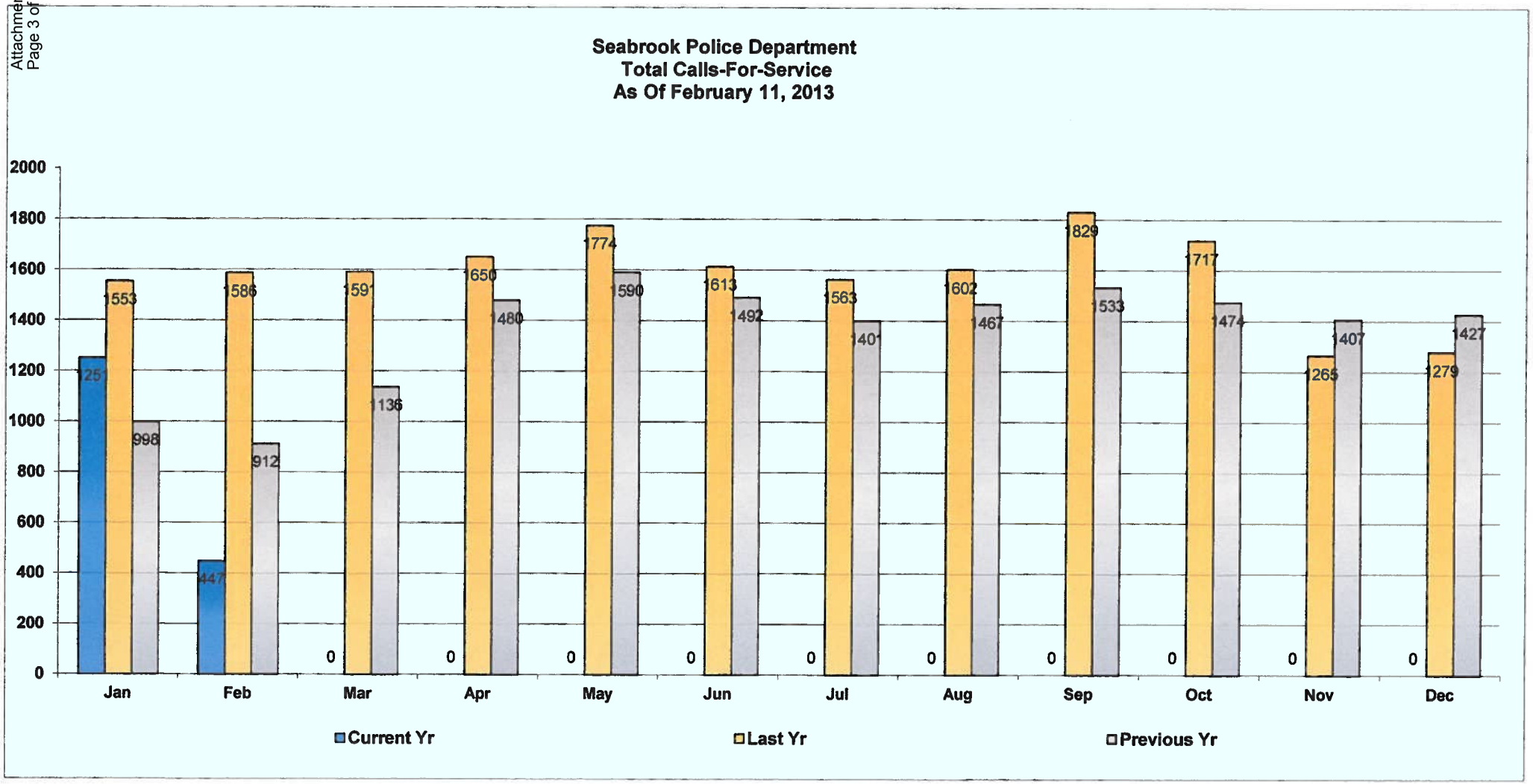
Suggested Motion: Approve report.

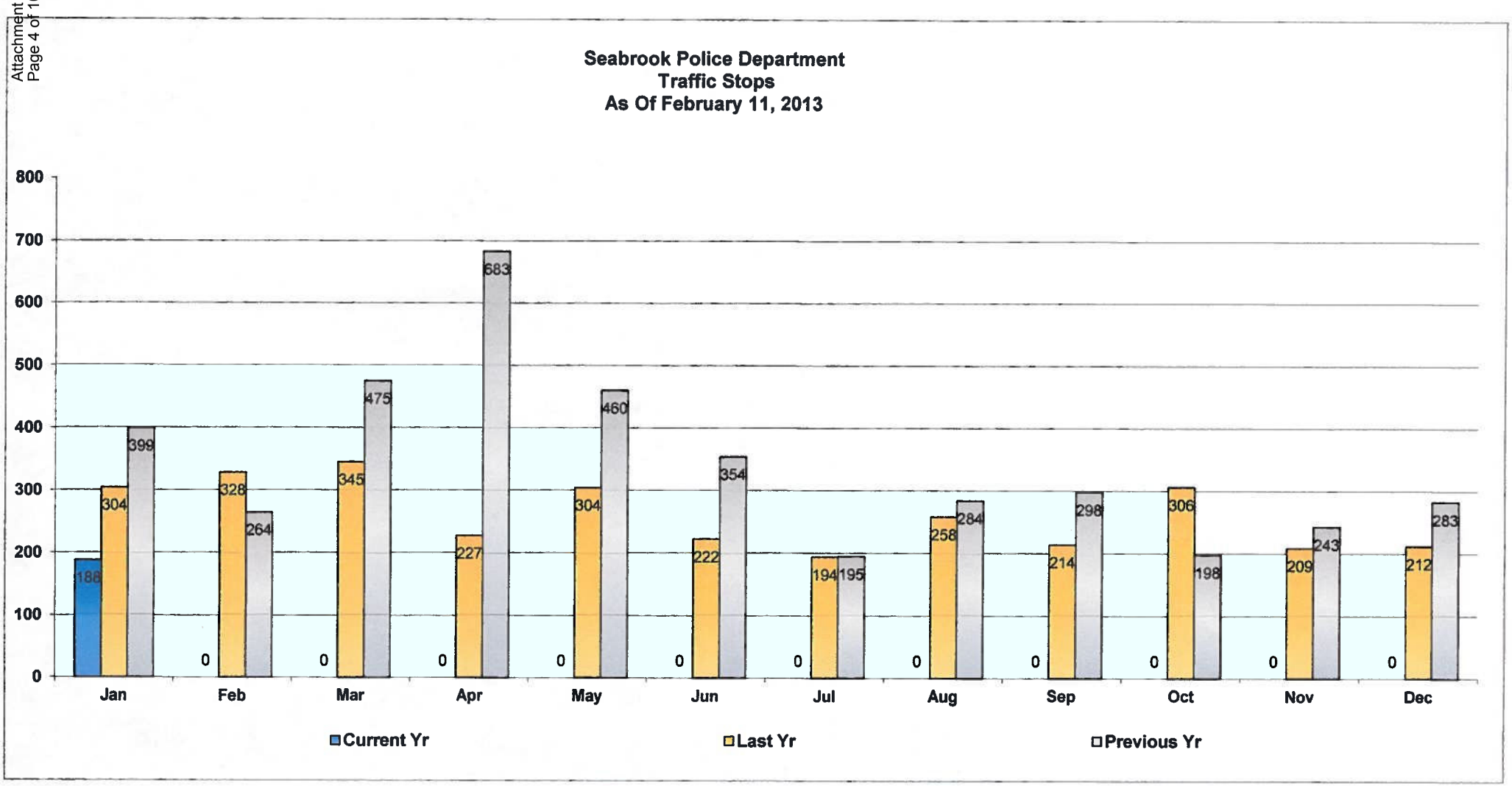
Sent to City Attorney for review _____ _____
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

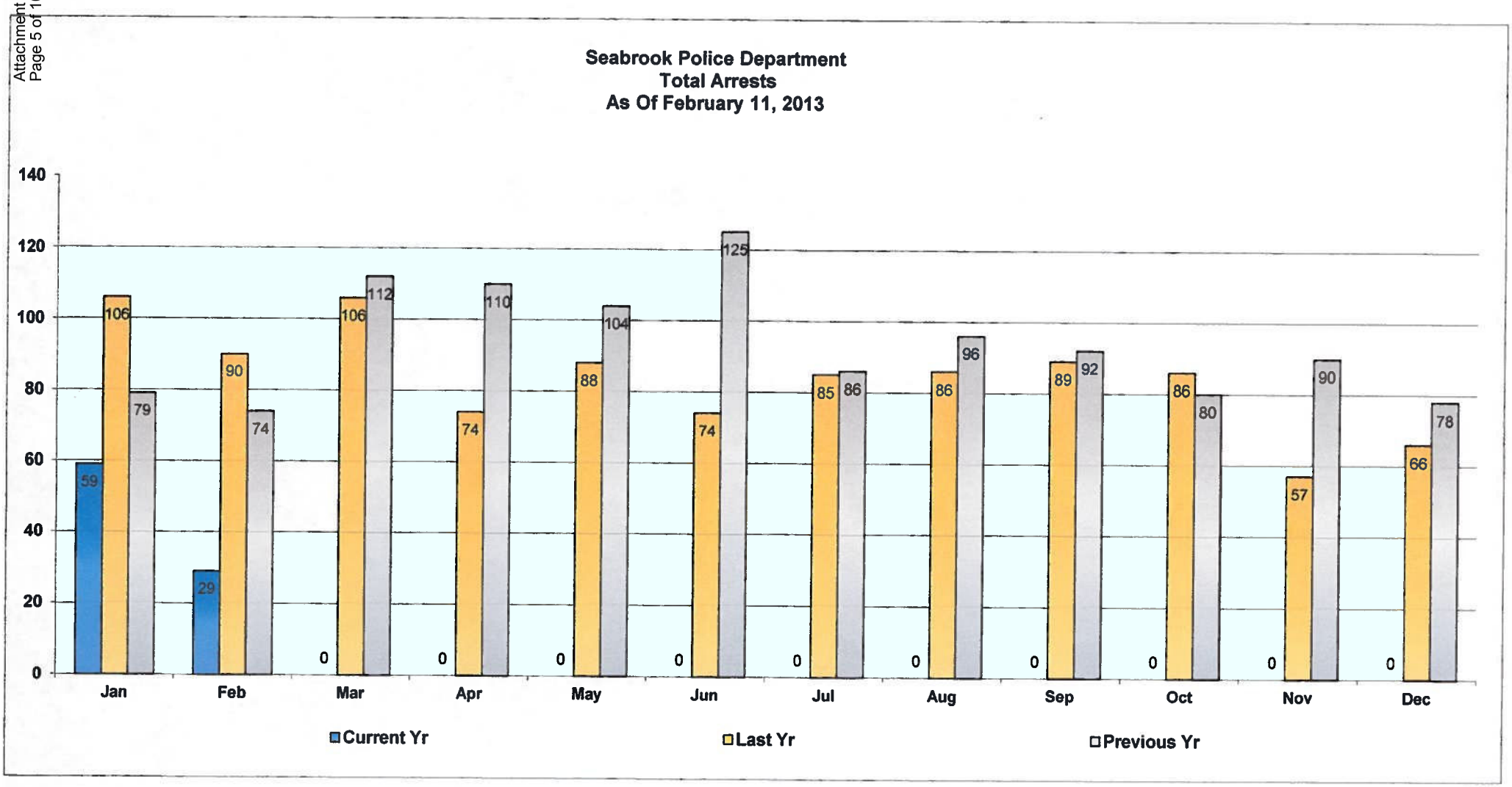
Received and accepted by the City Secretary/Assistant _____ _____

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


Seabrook Police Department
ALL PART-I OFFENSES
As Of February 11, 2013
35
30
25
20
15
10
5
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
12
9
9
1
15
15
0
14
11
0
19
16
0
17
11
0
17
15
0
21
29
0
13
22
0
23
20
0
17
19
0
18
17
0
18
14
Current Yr
Last Yr
Previous Yr


Seabrook Police Department
Total Calls-For-Service
As Of February 11, 2013
2000
1800
1600
1400
1200
1000
800
600
400
200
0
1251
1553
998
447
1586
912
0
1591
1136
0
1650
1480
0
1774
1590
0
1613
1492
0
1563
1401
0
1602
1467
0
1829
1533
0
1717
1474
0
1265
1407
0
1279
1427
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Current Yr
Last Yr
Previous Yr


Seabrook Police Department
Traffic Stops
As Of February 11, 2013
800
700
600
500
400
300
200
100
0
188
304
399
0
328
264
0
345
475
0
227
683
0
304
460
0
222
354
0
194
195
0
258
284
0
214
298
0
306
198
0
209
243
0
212
283
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Current Yr
Last Yr
Previous Yr


Seabrook Police Department
Total Arrests
As Of February 11, 2013
140
120
100
80
60
40
20
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
59
106
79
29
90
74
0
106
112
0
74
110
0
88
104
0
74
125
0
85
86
0
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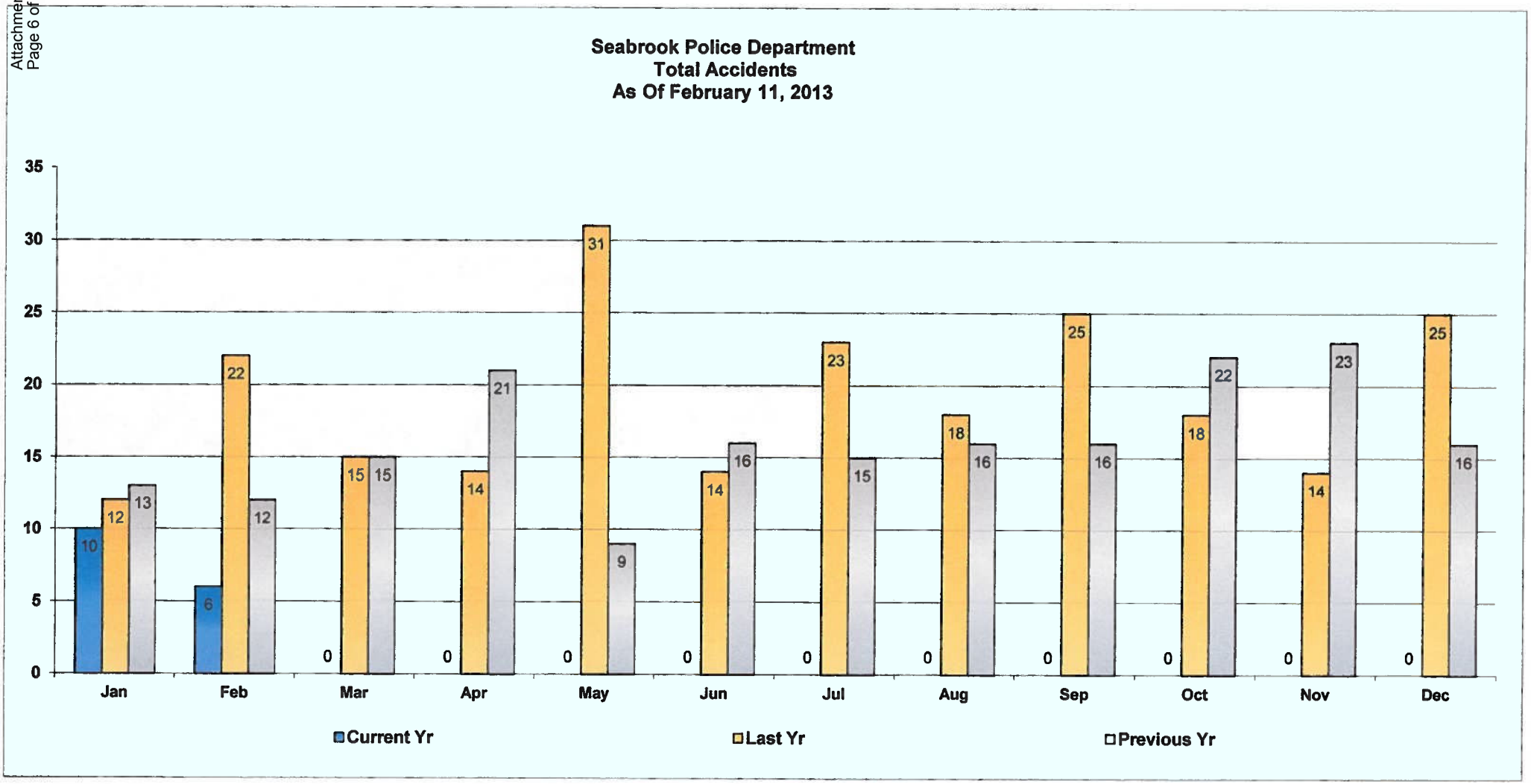
Last Yr
Previous Yr


Seabrook Police Department
Total Accidents
As Of February 11, 2013
35
30
25
20
15
10
5
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
10
12
13
6
22
12
0
15
15
0
14
21
0
31
9
0
14
16
0
23
15
0
18
16
0
25
16
0
18
22
0
14
23
0
25
16
Current Yr
Last Yr
Previous Yr

SEABROOK POLICE DEPARTMENT

DETECTIVE ACTIVITY REPORT

2/1/2013 Through 2/28/2013

Selected Investigators	Previously Assigned Cases Carried Over (Active / Pending)	Cases Assigned This Period	Case Status Change This Period														
			Cleared								Inactivated		Closed/Unf.		Active/Warrant/Pending Cases Continuing	Stolen Proproperty Recovered (Value)	Supplements Submitted
			Cleared Exceptionally	Cleared By Arrest / Charges	Charges Filed				Total Cases Cleared	% Of Assigned Cases Cleared	Total Cases Suspende / Open Not Active	% Of Assigned Cases Suspended	Total Cases Closed or Unfounded	% Of Assigned Cases Closed			
					Class-C Filed	Class-A/B Filed	Felonies Filed	Total Charges Filed									
Department Totals:	**170**	**78**	**4**	**0**	**2**	**13**	**3**	**18**	**4**	**5.1%**	**3**	**3.8%**	**38**	**48.7%**	**203**	**$1,000**	**48**
Sel. Investigator's Tots:	**123**	**51**	**3**	**0**	**0**	**4**	**2**	**6**	**3**	**5.9%**	**1**	**2.0%**	**16**	**31.4%**	**154**	**$0**	**42**
Sel. Investigator's Avg:	**24.6**	**10.2**	**0.6**	**0.0**	**0.0**	**0.8**	**0.4**	**1.2**	**0.6**	**5.9%**	**0.2**	**2.0%**	**3.2**	**31.4%**	**30.8**	**$0**	**8.4**
Imbrie, David	16	17	0	0	0	1	0	1	0	0.0%	0	0.0%	7	41.2%	26	$0	14
Morris, Clinton	41	11	0	0	0	1	0	1	0	0.0%	1	9.1%	7	63.6%	44	$0	14
Breeding, Ross	20	8	0	0	0	1	0	1	0	0.0%	0	0.0%	1	12.5%	27	$0	5
Pickell, Michael	10	4	0	0	0	1	2	3	0	0.0%	0	0.0%	0	0.0%	14	$0	0
Warner, Robert	36	11	3	0	0	0	0	0	3	27.3%	0	0.0%	1	9.1%	43	$0	9

CITY OF SEABROOK TEXAS
MONTHLY HUMANE OFFICER REPORT
MONTH OF February 2013

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	YEAR TO DATE LAST YEAR
Dogs and Cats Picked Up	13	12	87	99
Wildlife: Deceased & Alive	02	22	28	85
Animals Adopted Out	02	00	18	09
Animals Returned to Owners From Shelter	02	03	16	16
Animals Returned to Owners on the Street	08	00	34	11
Animals Destroyed	07	08	26	56
Rabid Animals Verified	00	00	00	0000
Complaints Received by Residents	?	68	?	404
Revenue: Pound Fees & ID Tags	$20.00	$109.00	$365.00	$548.00
Animal Bites Reported	00	01	00	01
Citations Issued	10	12	26	68
Not accurate without knowing how many are listed in CAD. Wildlife, Complaints,& Return on Street				

Humane Officer D.MARSHALL

CLEMC REPORT

Seabrook Stats Report FEB13

	Dec-12	Jan-13	Feb-13	3 Month Total
Allergic Reaction	0	0	2	2
Assist by EMS	5	1	0	6
Attempted Suicide	3	2	1	6
Breathing problems	4	0	3	7
Choking	0	1	0	1
CPR	1	0	0	1
CVA	2	3	0	5
Death Investigation	0	0	0	0
Diabetic	3	3	1	7
Drowning	0	0	0	0
Heart problems/pain	8	7	12	27
Injured person	19	14	16	49
Major Accident	2	1	0	3
Medical Alert Alarm	1	1	1	3
OB Baby Call	0	0	1	1
Overdose	2	2	2	6
Seizure	2	3	2	7
Sick Call	10	12	19	41
Trauma Gunshot/Stabbing	0	0	0	0
fire stand-by	0	0	0	0
Unconscious	2	3	3	8
Total	64	53	63	180
				Average Response Time
Response Time	4Min53Sec	45Min48Sec	45Min42Sec	4Min48Sec

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

Rev. 05/09

MAR 8 2013 PM 4:20

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

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

- You have been a resident of Seabrook for at least six months prior to the date of appointment. (One year for P&Z Commission and Board of Adjustment.)
- You are a qualified City of Seabrook Voter at the time of appointment. Certification # 1109915746
- You have no felony conviction for which you have not been pardoned.
- You are not an adversary party to pending litigation against the City.
- You are not in arrears on any city taxes, water service charges or other obligations owed the City.

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

Board of Adjustment ____	Charter Review Commission ____	Community Events ____
EDC ____	Ethics Review X	Master Plan Review ____
Open Space, Beautification & Preservation ____		P&Z Commission ____
Public Safety ____	Tourism Committee ____	Other ____

All INFORMATION ON THIS APPLICATION WILL BECOME PUBLIC RECORD.

NAME: Barbara Clemmons

HOME ADDRESS: 4601 Hamblen Ct.

HOME PHONE: ____ CELL PHONE: ____ PAGER: ____

BUSINESS PHONE: ____ E-MAIL ADDRESS: ____

NUMBER WHERE I CAN BE REACHED DURING THE DAY: home or cell

PROFESSION: Retired

BUSINESS NAME AND ADDRESS: PTI Systems 2525 South Shore Blvd #401 League City, TX 77573

PERSONAL REFERENCES:

Name	Address	Daytime Phone #
Chuck Pinto		
Terry Larsen	4606 S. Flamingo	
* Bob Robinson		

How long have you lived in the City of Seabrook? 36 years

* Added at the request of applicant

Name of Applicant Barbara Clemmons

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

No

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

No

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

Service as a pastor in a small Texas town. I am a retired minister. I have been a founder of a local high-tech business still operating after 34 years. I am a committed Rotarian which requires adherance to a specific ethical code.

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

Seabrook Association

Rotary Club of Seabrook

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

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

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

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

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

Barbara Clemmons — Signature

3/7/2013 — Date

Return to:

Michele L. Glaser, City Secretary
1700 First St.; Seabrook, TX 77586
(281)291-5663; FAX (281)5710
mglaser@ci.seabrook.tx.us

This application will remain on file for one year

OFFICE USE ONLY

Date Submitted 3/8/13 **Received by:** M. Brant **Date(s) Interviewed** _____

Comments: _____

Date Appointed: _____

HOT Funding Event Review

(Events are listed based on yearly calendar)

Yachty Gras

This unique event is held each year during the Mardi Gras season and features an amazing boat parade that begins at the Seabrook Channel and proceeds past the Kemah boardwalk, throwing beads to the revelers viewing the parade along the route. In addition to the parade, several parties take place prior to and after, including the best after party of all at Outriggers in Seabrook.

Amount Requested FY 2013/14	**Amount Allocated FY 2012/2013**
$10,000	$2,500
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	No
SpringHill Suites	
Increases Tourism	No
Heads in Beds	No
Funding	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Staff Input	
Police Department	Provides boat patrol as coordinated by the marine task force. City pays overtime.
City Secretary's Office	No permitting needed.
City Manager's Office	No banner installed to date due to lack of time allotted for TXDot permitting and budget.
Public Works	N/A

Yachty Gras

Application Notes
• Completed application • Majority of marketing is within the Houston market • No blocks of rooms reserved – Relies on CVB to communicate with hotels • No press release or marketing samples included • No marketing report included • No budget report included
Committee Recommendation
Funding to remain at $2,500 Hotels do not feel this event puts heads and beds and some even suggest funding to be cut. We believe the event can grow and attract people from all areas if more money was used to advertise the event in other geographical areas. In order to keep funding the event, event holder must provide the following in next year's application: • Marketing Report • Budget Report (entire budget) • Letter's from charities stating amount given in support of • Samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list We also encourage and recommend direct communication and collaboration with all Seabrook hotels and b&b's.

Lucky Trail Marathon

Every year in March, the Seabrook Lucky Trails Marathon is held on the Seabrook Trail System. This weekend event happens around St. Patrick's Day each year. Runners may sign up for either half or full marathon plus a two-person or four-person relay. This popular event has been known for its enthusiastic volunteers, great goody bags and awesome post-race party.

Amount Requested FY 2013/14	**Amount Allocated FY 2012/2013**
$15,000	$15,000
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Remain the Same
Track Event Stays	No
SpringHill Suites	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	Yes
Staff Input	
Police Department	Off duty officers are hired by event permit holder to provide traffic control and security; work well with PD.
City Secretary's Office	Works well with staff and request permitting in a timely fashion.
City Manager's Office	Very prompt and works well with staff.
Public Works	Hang banner on NASA Parkway, staff helps to ensure trails and parks are prepared leading up to the event and after the event. Robby Sabban works well with staff.

Lucky Trail Marathon

Application Notes
• Completed application – however some vague statements throughout • No list of specific national running publications • Needed to expand on the geographic location and reach of promotion • Did not list what "host" hotel is utilized for runners • No marketing report included • No marketing samples included • No budget report included
Committee Recommendation
Increase to $25,000 Although the application needs improvement an event of this nature is not only representative of the Seabrook spirit, but also has the potential to grow. The funding increase may be contingent upon growing the event in 2014 and should meet the following criteria: • Expand the run to Friday, Saturday & Sunday event • Include a kid's fun run • Reach out to more hotels for additional lodging options • Increase direct advertising (target more groups other than just runners, expand to tv and radio advertising) In order to keep funding the event, event holder must provide the following in next year's application: • Marketing Report • Budget Report (entire budget) • Samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list

Keels & Wheels

The largest collection of classic cars and wooden boats in the United States is on display at the beautiful grounds of Lakewood Yacht Club in Seabrook the first weekend each May. Educational and awe-inspiring, Keels and Wheels is an event for spectators of all ages and is a great chance to immerse yourself in automotive and marine history. Attendees come from every corner of the U.S. and even Europe to see this spectacular and unique display of classic boats and automobiles. Of course, you can't forget the famous Texas hospitality.

Amount Requested FY 2013/14	**Amount Allocated FY 2012/2013**
$50,000	$50,000
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	No
SpringHill Suites	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	Yes
Staff Input	
Police Department	Off duty officers are hired by event permit holder to provide traffic control and security.
City Secretary's Office	Works well with staff.
City Manager's Office	No major issues with staff.
Public Works	Request to hang banner on NASA Parkway and light pole banners; no notable issues.

Keels & Wheels

Application Notes
• Completed application – however some vague statements throughout • Unclear of where press releases are distributed • Needed to expand on specific geographic locations and reach with specific examples and statistics of how this is being tracked • No marketing report included • No marketing samples included • No budget report included • Needed to be more specific about what hotels and how many rooms are being blocked for event • Needed to be more specific on plan for tracking hotel activity
Committee Recommendation
Remain the same at $50,000 As the signature event of Seabrook, the hotels that participated in this survey do believe this event increases tourism in the area even if it does not directly put heads in beds in their hotel. The overall consensus was for funding to remain the same. In order to keep funding the event, event holder must provide the following in next year's application: • Marketing Report • Budget Report (entire budget) • Samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list We highly suggest and recommend direct communication and collaboration with all Seabrook hotels and b&b's.

Texas Outlaw Challenge

This four-day event is full of fun and exciting parties and activities focused on high-end performance boating. The Texas Outlaw Challenge has become a true "east meets west" party with many out-of-town performance boat friends enjoying the unforgettable Texas hospitality while supporting proceeds for local volunteer aquatic conservation efforts and other selected charities.

Amount Requested FY 2013/14	**Amount Allocated FY 2012/2013**
$7,500	$30,000
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	No
SpringHill Suites	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	Yes
Staff Input	
Police Department	Off duty officers hired by event permit holder to provide security.
City Secretary's Office	Problematic with deadlines in the past.
City Manager's Office	No contact with event holder
Public Works	N/A

Texas Outlaw Challenge

Application Notes
• Completed application – however very vague statements throughout • Red flag – organization is a "for-profit" with no supplemental material on how or if net profits are donated to charity • Marketing appears to be mostly local, without a clear direction of how many if any press releases will be written • While the geographic reach is listed as nationwide, there is a higher concentration in north Texas and Louisiana, but no tracking information on how this will be measured • No marketing report included • No marketing samples included • No budget report included • Needed to be more specific about what hotels and how many rooms are being blocked for event • Needed to be more specific on plan for tracking hotel activity • Red flag – If total event cost is $150,000 and the request is for $30,000 from Seabrook, Kemah is listed as the only other sponsor who would be responsible for $120,000? Math does not add up.
Committee Recommendation
Cut funding to $5,000 The hotelier's beliefs on this event vary greatly; some believe it should remain the same while other think it should be cut. 3 out of 5 report that it does not increase their heads in beds. City staff has not had positive experiences with the event holder, who tends to be problematic with deadlines. This committee is concerned with the "for-profit" status of this organization in addition to the nature of this event. While a boating event coincides with the nature of our city, the premise of the event is not family friendly and does not portray a positive city image. This committee had to ask "what do we want our community to reflect?" and unfortunately we believe this event does not promote family friendly activities, therefore the event does not merit an increase as requested. In order to keep funding the event, event holder must provide the following in next year's application: • Marketing Report • Budget Report (entire budget) • Letter's from charities stating amount given in support of • Samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list We highly encourage and recommend direct communication and collaboration with all Seabrook hotels and b&b's.

Saltwater Derby

Fun-filled fishing tournament held at Outriggers in Seabrook each September. Over $1,000 in prize money is awarded during the derby. In addition to the awards, registrants may enjoy a hamburger lunch and refreshments plus have a chance to win door prizes and enter the Heaviest Flounder Pot.

Amount Requested FY 2013/14	**Amount Allocated FY 2012/2013**
$5,000	$5,000
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	No
SpringHill Suites	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Increase
Track Event Stays	Yes
Staff Input	
Police Department	Officers paid by Outriggers for security.
City Secretary's Office	No permits requested in past, however needed.
City Manager's Office	Staff responsible for collecting applications, payments, and web presence.
Public Works	Responsible for tables, chairs and PA system.

Saltwater Derby

Application Notes
• Incomplete application • Only local marketing • No hotel blocks reserved • No plan for tracking hotel stays • No marketing report included • No budget report included • No samples of advertisements included
Committee Recommendation
Funding to remain at $5,000 however contingent upon the following: • City is no longer responsible for coordinating the event (including advertising and budget responsibilities) • Event is extended to 2-days • Marketing plan is put in place with marketing and advertising outside the Houston Galveston area • Additional sponsors are secured While the committee believes this to be a great Seabrook event, all responsibility falls upon city staff and we do not currently have the resources to keep it going. We suggest the event coordinator create a committee or board to oversee this event. If this is not possible, this committee has no other choice than to recommend cutting funding for the event entirely. In addition to creating a committee to oversee the event, we recommend the event holder also provide the following with next year's application: • Marketing Report • Budget Report (entire budget) • Samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list We also encourage and recommend direct communication and collaboration with all Seabrook hotels and b&b's.

Seabrook Festival of the Arts

Festival held on the City Hall grounds during the fall. Activities include juried fine artists in every medium, live music, kid's zone, street chalk art contest, student artist exhibit, plus food drink and local cuisine. Admission is free to the public.

Amount Requested FY 2013/14	**Amount Allocated FY 2012/2013**
$15,000	$15,000
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	No
SpringHill Suites	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	No Change
Track Event Stays	No
Hampton Inn	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Increase
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Staff Input	
Police Department	Off duty officers hired by event permit holder to provide traffic control and security; required streets to be closed.
City Secretary's Office	Worked well with staff in a timely fashion.
City Manager's Office	No contact with CMO staff.
Public Works	Meetings held to coordinate events, supplied set up and take down of large generator for the event. Responsible for electrical outlets. Mowed and prepped site for event.

Seabrook Festival of the Arts

Application Notes

- Completed application
- Requesting Seabrook HOT funds to be used for 75% of total cost of event
- Good details about promotional and advertising efforts
- Room block at SpringHill Suites – approximately 30 rooms for 2 nights
- Red flag – Budget included in report appears to be incorrect. $3,419 should be $5,386.
- No marketing report included
- No samples of advertisements included

Committee Recommendation

Remain at $15,000

The committee believes since this is a new event we need to continue to fund this event and see how it grows. While the hoteliers did not see an increase in room stays, the potential is there if the event holder collaborates with the hoteliers. This particular event also meets an additional requirement of the HOT fund that the other events do not; promotion of the arts.

With that said, the event needs to evolve and span an entire weekend rather than just one day. While the ArtNight is a good start marketing and advertising materials did not include the ArtNight, just the festival on Saturday.

We highly recommend the event holder also provide the following with next year's application:

- Marketing Report
- Budget Report (entire budget – ensure numbers are correct)
- Samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list

We also encourage and recommend direct communication and collaboration with all Seabrook hotels and b&b's.

J/Fest Southwest

This regatta is open to all J/Boat owners, their crew, family and friends and the race is held on Galveston Bay. The focus of J/Fest is to provide a regatta venue that is extra fun not only for the racers but their family and friends too. While the racers are on the water their spouses, children, family and friends can enjoy a myriad of activities and tourist attractions in the bay area.

Amount Requested FY 2013/14	**Amount Allocated FY 2012/2013**
$12,000	$12,000
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	No
SpringHill Suites	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	Yes
Staff Input	
Police Department	Unaware of any PD involvement.
City Secretary's Office	No permit requested, however needed if public is invited.
City Manager's Office	Request TxDOT permitting for banner on NASA; but always need to be reminded of request 1-month prior to.
Public Works	Hang overhead banner on NASA.

J/Fest Southwest

Application Notes
EXCELLENT APPLICATION!!!
Committee Recommendation
Increase to $15,000 This is a great event that encompasses the nature of Seabrook. The applicant went above and beyond and supplied us with everything needed to fund this event. We only have a few suggestions for the event holder. • Communicate and collaborate with all Seabrook hotels to set aside room blocks for the event • Include a complete budget report with next year's application (how additional funds are spent) • The additional funds must be spent on marketing and advertising • Please considering spending less funds on entertainment and more on marketing and advertising

Christmas Boat Parade

Ring in the holidays with this Clear Lake tradition. More than 100,000 people traditionally enjoy this event from land and from hundreds of boats anchored throughout the Lake The parade features more than 100 brightly decorated power and sailboats that will traverse the Clear Lake channel from the South Shore Harbor Marina and the Nassau Bay Lagoon to Galveston Bay.

Amount Requested FY 2013/14	**Amount Allocated FY 2012/2013**
$2,000 to $5,000	$2,000
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	No
SpringHill Suites	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Increase
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Staff Input	
Police Department	Provides boat patrol as coordinated by the marine task force. City pays overtime.
City Secretary's Office	No permitting needed.
City Manager's Office	No contact with CMO staff.
Public Works	N/A

Christmas Boat Parade

Application Notes
• Mostly completed application • Majority of marketing is within the Houston market • No blocks of rooms reserved • No press releases included with limited marketing examples • No marketing report included • Red flag – budget lists a net income of $14,200
Committee Recommendation
Funding to remain at $2,000 Hotels do not feel this event puts heads and beds and some even suggest funding to be cut; however, the event does increase tourism in our area. In order to keep funding the event, event holder must provide the following in next year's application: • Marketing Report • More samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list • More funds to be spent on advertising outside the Houston area We also encourage and recommend direct communication and collaboration with all Seabrook hotels and b&b's. If event holder continues to make such a large profit from the event, this committee suggest cutting funding entirely (note red flag within application notes)

City of Seabrook
Carothers Coastal Gardens
Financial Forecast

REVENUES	
Revenues as of 3/13/13	$24,975
*Rental receivables	12,900
**Projected revenue from tables/chairs	6,000
Total Revenues- actual & projected	43,875
EXPENDITURES	
Expenditures as of 3/13/13	8,893
Projected expend through 9/30/13	22,000
Total Expenditures-actual & projected	30,893
Net Income/(Expense)	**$12,982**
Beg Fund Bal 10/1/12 (Net Inc from 2012)	$7,377
Net Income 2013	12,982
Ending Fund Balance - estimated	$20,359

* Receivables are for events already booked. It does not include any future bookings for current year.

** Table & chair rentals are estimated at $500 average per event for the 12 event rentals in receivables. Again, there are no future bookings included.

CAROTHERS
COASTAL GARDENS
of Seabrook

Rules and Regulations

The following rules apply to all persons and organizations using the Carothers Coastal Gardens. The city manager has the right and privilege of enforcing these rules.

a. Events held outside which are open to the public must meet all required regulations in Article 4, Section 4.07, "Special Events" in the Comprehensive Zoning Ordinance. Fridays and Saturdays or Holidays may not be reserved on a regular-use basis, and usage is limited to one Friday and Saturday night or holiday per month per individual and/or organization. A reservation shall be defined as one continuous event not longer than 12 hours.
b. All bands and disk jockeys (DJ's) must set up and perform or play all music inside the house with the exception of processionals, recessionals and similarly brief, dedicated pieces. Public announcement (PA) systems or any speakers set up outside the house must not be audible beyond the perimiters of the Carother's property. CAROTHERS COASTAL GARDENS NOISE RULES AND REGULATIONS WILL BE ENFORCED AT ALL TIMES.
c. All events scheduled within the confines of the building shall end no later than 12:00a.m. (midnight). All events held outside shall end no later than 10:00p.m.
d. Long-term advance reservations for Carothers Coastal Gardens for multiple uses, up to 12 months in advance, may be considered on a case-by-case basis by completing the application which must be reviewed and approved by the city manager.
e. Users of Carothers Coastal Gardens may be bumped for good cause as determined by the city manager. Individuals or organizations desiring to appeal this action must make applications to the city council.
f. Elections and other governmental and civic functions shall have preferential use of Carothers Coastal Gardens. Questions of priority will be resolved by the city manager.
g. A fee will be charged to the users of the Carothers Coastal Gardens according to the included schedule. A review of the fee schedule shall be made periodically by the city. Payments for fees shall be made at the time of the reservation.
h. Security shall be provided for all events unless waived by the city manager. Security shall be provided by off-duty City of Seabrook police officers assigned by the Seabrook Police Department. The applicant will pay the current hourly rate as listed in the application form.. A Security Agreement Form shall be on file with the receptionist before the facility can be reserved.
i. The following regulations will apply at all times when alcohol is served:
   - Applicant will utilize off-duty peace officers assigned by the Seabrook Police Department
   - Applicant will pay the current hourly rate as posted in the application form
   - The city manager may require additional liability insurance or insurance on behalf of the applicant
   - Alcohol/Security Agreement form must be on file with Event Coordinator
   - Attendees under the age of 21 must be accompanied by a parent or guardian, or have an identified chaperone in attendance that is responsible for any minors. The law prohibits the sale and/or service of liquor to any person under the age of 21 years. Carothers Coastal Gardens requires proper proof of age from anyone appearing to be under 35 years of age.
j. The lessee shall pick up the key in advance <u>and return after use per prior arrangements made with the coordinator.</u> Deposits will not be refunded until keys are returned to the city.

k. The buildings and grounds are rented "as is". The custodian will carefully inspect the premises after each use before securing the building. If there has been damage to the building or its contents, or any items are missing from the building or grounds, a report will be filed to the department manager. The department manager will conduct an investigation and if, in the opinion of management, it is so warranted, the organization or person during whose use the damage occurred may be billed the necessary cost of repairing the building or replacing the missing items. The person who makes the application for use of Carothers Coastal Gardens on behalf of an organization may be held liable as principal in place of the organization..
l. No equipment may be loaned from Carothers Coastal Gardens.
m. Organizations may not store equipment or materials in Carothers Coastal Gardens. The city will not be responsible for any personal items or equipment left in the building.
n. A maximum capacity of 96 people shall be allowed at any one time in the main building of Carothers Coastal Gardens, as determined by the fire marshal. No more than 150 people shall be allowed at any event at Carothers Coastal Gardens, including outside space.
o. The cancellation penalty schedule for Carothers Coastal Gardens provides that if the event is cancelled at least 30 days before the event, all deposits and fees shall be refunded. Cancellations less than 30 days before the event will result in a loss of all deposits and fees. All cancellation requests must be made in writing by the applicant.
p. Penalty for damages to Carothers Coastal Gardens will be assessed at twice the cost of repairs, as determined by city staff.
q. No nails, staples or tacks may be driven into the walls or furniture.
r. The fireplace may not be used. Candles may be used, provided that they are extinguished and removed from the facility when the rental is complete.
s. All windows and doors shall be locked by the lessee before leaving the facility.

I have carefully read all of the rules and regulations and agree to these terms as stated.Signature of

Applicant Date

_____ _____

Facility Rental Application

Applicant Information		
Name:		DOB:
Organization Name:		
Address:		
City:	State:	ZIP Code:
Day Phone:	Evening or Cell Phone:	
Email Address:		

Event Information	
Date of Event:	
Type of Event:	
Event Start Time:	Event End Time:
Number of Attendees:	Is Alcohol Being Served:

Equipment Rental Information	
Equipment Rental Item:	Quantity:
Equipment Rental Item:	Quantity:
Equipment Rental Item:	Quantity:
Equipment Rental Item:	Quantity:

Other Special Needs or Information

FOR OFFICE USE ONLY		
Rental Classification	Applicable Fees	
❒ Resident for Profit	❒ Rental Fee:	
❒ Resident for Non-Profit	❒ Equipment Rental Fee:	
❒ Non-Resident for Non-Profit	❒ Security Fee ($rate x #hr):	❒ Waived per city mgr. _____
❒ City Co-Sponsored	❒ Custodial Fee:	
❒ City Event	❒ Refundable Deposit:	

Rental Fee Paid:	Date Fee Paid:	Form of Payment:
Equipment Fee Paid:	Date Fee Paid:	Form of Payment:
Custodial Fee Paid:	Date Fee Paid:	Form of Payment:
Refundable Deposit:	Date Fee Paid:	Form of Payment:
Security Fee To Be Paid:	*Date Fee To Be Paid:*	*Form of Payment:*
Date Key Provided:	Date Key Returned:	

Security Fee Confirmed Paid:	Date Confirmed:	
Refundable Deposit Returned:	Date Returned:	Initials of Applicant:
Amount of Deposit Not Returned:		
Explanation of Damage or Clean Up Required:		

Signatures for Application	
Signature of Applicant:	Date:
Signature of City Manager/Representative:	Date:

Terms and Waivers

Applicant represents and certifies that:

1. All information provided in this application is true and correct.
2. Misrepresentation or erroneous information in this application constitutes grounds for denial of future applications and use.
3. I understand I must be at least 21 years of age for this application to be considered.
4. 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 remove all decorations, supplies, personal items, etc. from the facility and grounds on the same day/evening of reservation and ensure all leased equipment has been returned in good working order. Failure to clear the buildings and grounds or return all leased items will result in loss of part or all of deposit. All items left after midnight becomes the property of the City of Seabrook. Items may be returned upon request, however this will be at the convenience of the City of Seabrook. There are no employees available to allow entry into the building after your scheduled event has ended. Custodial services are provided by contract at the rate stated in the application.**
5. I understand that to meet fire code safety restrictions that I can only have 96 people inside the facility. Should my event have more than 96 guests, I understand that I must have any guests over this amount outside on property grounds.
6. 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. The contract for security services is between the 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. Fees for security services are to be paid directly to the officer(s) by the applicant. Unpaid fees will result in the forfeiture of the rental deposit.
7. I have read and understand the rules and regulations provided separately, and I understand the fee structure pertaining to the day/time that I have chosen.

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.
b. To the fullest extent permitted by law, applicant, 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.

I have read the above information and agree to the terms and waiver of liability as stated.

Signature of Applicant Date

Security and Alcohol Agreement

Name:
Date of Event:
Type of Event:

1. I acknowledge that licensed peace officer(s) will be assigned by the Seabrook Police Department to provide security for my scheduled event and **must** be present at all times during the event, unless otherwise waived in writing by the city manager.
2. I acknowledge that the officer(s) assigned will be paid at the current hourly rate **with a four (4) hour minimum.**
3. I acknowledge that the security compensation for each officer required shall be paid by me prior to or at the conclusion of my scheduled event. Failure to pay all officers by the end of my event shall result in the loss of my rental deposit. .
4. I acknowledge that the number of officers assigned to my event is based on the following number of attendees:

Attendees	Alcohol Served	Officers Required
1-50	No	1 – unless waived by city manager
1-50	Yes	2
51-100	Yes or No	2
101-150	Yes or No	3

5. I acknowledge that it is a violation to serve alcohol to minors, and I agree to take the steps necessary to comply with this law.
6. Current hourly rate $ X #officers X # hours (4 minimum)

= $ *estimated amount to be paid to officers (subject to change if officer(s) used longer than scheduled)

Signature of Applicant:	Date:
Signature of City Manager/Representative:	Date:

CAROTHERS
COASTAL GARDENS
of Seabrook

History of Carothers Coastal Gardens

Drusilla Carothers Coastal Gardens on Galveston Bay was purchased by Durell and Grace Carothers in 1954 as a bayside retreat for their family. The property consists of 8.5 acres flanking Seabrook's beautiful Pine Gully Park. In 2007 voters added the much-loved estate to the Seabrook park system through a bond referendum. The hacienda-style house opened in 2011 as an event venue enwrapped in a serene garden setting with glorious views of the bay.

The buildings originally consisted of a simple frame house with wide porches and a small bunk house. In the 1990's Durell's daughter, Drusilla, remodeled both buildings in Mission style, celebrating the area's early Spanish land-grant history. She expanded the main house to an open plan, adding stucco and tiled roofing and floors. She and designer Alan R. Thayer included whimsical details of carved stone, custom ironwork and Mexican ceramics.

Born in Houston, where she also raised her family, Dru Dickson (née Carothers) was a larger-than-life figure of classic Texan vigor and southern elegance. She loved the gracious architecture and spirited folk art of Mexico, which inspired much of the home's interior design.

Dru had a special love for plants, establishing a beautiful garden and helping others with landscape design. Her home, grounds and beach were always open to family and friends and were the settings for celebrations. With her distinctive blend of hospitality and informality, Dru supplied a safe haven and retreat for a cadre of friends, many of whom were ill or in crisis.

Serving on Seabrook's Park Board, Dru backed development of the popular trails connecting the city's parks, and she served on the eco-tourism committee. In her last months she walked the trails daily with her friends.

CAROTHERS
COASTAL GARDENS
of Seabrook

Area Hotels and Bed & Breakfast Locations

Seabrook boasts quality overnight accommodations through numerous affordable hotels and quaint bed and breakfast properties. Contact these locations for exceptional service.

Comfort Inn & Suites
2901 NASA Parkway
281.326.3301
www.ComfortInnNasa.com

Comfort Suites
5755 Bayport Blvd
281.291.9090
www.ComfortSuitesSeabrook.com

Hampton Inn NASA/Johnson Space Center
3000 NASA Parkway
281.532.9200
www.SeabrookKemah.HamptonInn.com

La Quinta Inn & Suites
3636 NASA Parkway
281.326.7300
www.LaQuintaNasa.com

Quality Inn & Suites
2720 NASA Parkway
281.326.7200
www.QualityInn.com/hotel-seabrook-texas-txe29

Springhill Suites by Marriott
2120 NASA Parkway
281.474.3456
www.SpringhillSuites.com/house

Beacon Hill Bed and Breakfast
3701 NASA Parkway
281.326.7643
www.VisitBeaconHill.com

Old Parsonage Guest House
1113 Hall Street
713.206.1105
www.SeabrookAccommodation.com

Palm Lodge Bed & Breakfast
1010 Milby Street
281.291.7513
www.VisitPalmLodge.com

Seabrook Vendor Listing

When planning that special occasion, consider these local, quality businesses to help provide the food, supplies and services needed for your meeting or event.

Bakeries

The Cake Place
1209 N. Meyer Road
Seabrook, TX 77586
281.733.6080
www.CakePlace.com

Kroger Bakery
1905 El Mar Lane
Seabrook, TX 77586
281.474.4001

Catering

Café 1979
3138 NASA Parkway
Seabrook, TX 77586
281.326.1999
www.Cafe1979.com

Don Julio's
2900 E. NASA Parkway, Suite 100
Seabrook, TX 77586
281.326.2600
www.DonJulios.com

Hooters
1818 NASA Parkway
Seabrook, TX 77586
281.474.9364
www.Hooters.com

iCatching Events
3101 NASA Parkway, Suite F
Seabrook, TX 77586
281.326.1809
www.iCatchingEvents.com

Mely's Mexican Cuisine
3659 NASA Parkway, Suite A
Seabrook, TX 77586
281.532.3260
www.MelysMex.com

Mario's Flying Pizza
1304 Bayport Blvd
Seabrook, TX 77586
281.474.5103
www.ILoveMariosFlyingPizza.com

Merlion
1301 4th Street
Seabrook, TX 77586
281.385.9975
www.MerlionRestaurant.com

Neptune Subs
1917 Bayport Blvd
Seabrook, TX 77586
281.474.3973
www.NeptuneSubs.com

Outriggers
101 Bath
Seabrook, TX 77586
281.474.3474

Pier 8 Seafood Restaurant
409 Todville Road
Seabrook, TX 77586
281.474.2078

Seabrook Classic Café
2511 NASA Parkway
Seabrook, TX 77586
281.326.1512
www.SeabrookClassicCafe.com

Signature Bistro
1918 NASA Parkway
Seabrook, TX 77586
281.474.4455
www.SignatureBistro.com

Subway
2515A NASA Parkway, Suite A
Seabrook, TX 77586
281.326.2993

Subway
5735 Bayport Blvd, Suite E
Seabrook, TX 77586
281.291.7234

Taqueria Ringos
1908 Hialeah
Seabrook, TX 77586
281.291.7945

Villa Capri
3713 E. NASA Parkway
Seabrook, TX 77586
281.549.2183

Wild West Smokehouse and Catering
1505 Bayport Blvd
Seabrook, TX 77586
832.493.1974
www.WildWestCatering.com

Wingstreet
2000 Bayport Blvd
Seabrook, TX 77586
281.291.9227
www.PizzaHut.com

Event Planning

Corporate Event Specialist
4526 Coronado
Seabrook, TX 77586
281.474.7366

iCatching Events
3101 NASA Parkway, Suite F
Seabrook, TX 77586
281.326.1809
www.iCatchingEvents.com

Florists
Kroger Floral Department
1905 El Mar Lane
Seabrook, TX 77586
281.474.4001

Seabrook House of Flowers
1908 B Hialeah Drive
Seabrook, TX 77586
800.299.8854
www.SeabrookFlowersGifts.com

Party Rentals
International Fun-Shop
2114 Seabrook Circle
Seabrook, TX 77586
281.291.0707
www.Fun-Shop.com

Party Trays
Neptune Subs
1917 Bayport Blvd
Seabrook, TX 77586
281.474.3973
www.NeptuneSubs.com

Kroger Deli
1905 El Mar Lane
Seabrook, TX 77586
281.474.4001

Subway
2515A NASA Parkway, Suite A
Seabrook, TX 77586
281.326.2993

Subway
5735 Bayport Blvd, Suite E
Seabrook, TX 77586
281.291.7234

Wong's Chef Asian Cuisine
2900 NASA Parkway, Suite 170
Seabrook, TX 77586
281.532.3027
www.WongsChef.com

Portable Toilets
Waste Management
3520 Pansy
Pasadena, TX 77505
281.487.5000
www.WM.com

Texas Outhouse
5202 Kiam Street
Houston, TX 77007
713.785.8050
www.TexasOuthouse.com

Spirits
Bottoms Up Liquor
5735 Bayport Blvd
Seabrook, TX 77586
281.474.4500

Hills Liquor #2
2304 Bayport Blvd
Seabrook, TX 77586
281.474.2529

Spec's Liquor
3120 NASA Parkway
Seabrook, TX 77586
281.326.5127
www.SpecsOnline.com

Other
Bay Area Houston Convention &
Visitors Bureau
913 N Meyer Road
Seabrook, TX 77586
281.474.9700
www.VisitBayAreaHouston.com

Crown Trophy
2168 Bayport
Seabrook, TX 77586
281.291.9977
www.CrownTrophy.com

Donald's Donuts
1418 Bayport Blvd
Seabrook, TX 77586
281.474.2533

Hanssen Travel
3709 NASA Pkwy
PO Box 891
Seabrook, TX 77586
281.326.1753

Shipley's Do-Nuts
2106 Seabrook Circle
Seabrook, TX 77586
281.474.3750

SignQuick
1908 Hialeah Drive
Seabrook, TX 77586
281.474.7577
www.SignQuick.com

Water and Ice - 24 Hours
2117 Bayport Blvd
Seabrook, TX 77586

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
2		OPEN/IN WORK	10/2/2012			Staff/Council			5.5	Form a committee to review uses of Carothers property and bring back recommendations to Council.	Council accepted two recommendations on 11/6/12. Will reassess after trial period ending 3/13.
3		OPEN/IN WORK	11/6/2012			Staff/Council			5.1	Negotiation of new contract with SVFD.	Ongoing.
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. Recommendations are attached.
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 met on 2/21. Did not change recommendation to prohibit signs. (See attached.)
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.	Advertised. Accepting names.
9		OPEN/IN WORK	1/22/2013			*Ad hoc* members/city manager			5.2	*Ad hoc* committee to deal with fire department issues.	Members appointed. Meeting dates not yet established.
10		OPEN/IN WORK	2/5/2013			City Secretary			3.4	Advertise for new applicants whenever board members terms are expiring.	Ongoing.

Planning & Zoning Commission
OFFICIAL REPORT

The Planning and Zoning Commission of the City of Seabrook met on February 21, 2013 to hold a meeting to consider:

Request for amendments to the Seabrook City Code, Appendix A, Comprehensive Zoning, Article 6, "Sign Standards" in the following areas: Human Directional/Sign Spinners

THE PLANNING & ZONING COMMISSION MADE THE FOLLOWING RECOMMENDATION:

APPROVAL ☐ **APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW)** ☐ **DENIAL** ☐
by a concurring vote of a majority of members of the Planning and Zoning Commission present at the meeting on February 21, 2013, as designated below and as certified by the signature of the Chairman. **This document is not valid unless signed by the Chairman/Presiding Commissioner.**

Recommendation to Council is that P & Z stands by its original recommendation to define Human Directional / Sign Spinners and prohibit the use in Seabrook

VOTE:	AYE	NAY	ABSTAINED	ABSENT	INITIAL
Rosebud Caradec	✓				RC
Mike DeHart				✓	
Buddy Hammann	✓				
Bolivar Lewis	✓				BL
Dodie Miller	✓				DM
Michael Potts	✓				MP
Michael Sharpe	✓				MDS

Michael Potts
Michael Potts, Chairman
Planning & Zoning Commission

ATTEST:
Alesia L Hammock
Alesia L. Hammock
Secretary

Planning & Zoning Commission
OFFICIAL REPORT

The Planning and Zoning Commission of the City of Seabrook met on February 21, 2013 to hold a meeting to consider:

Request for amendments to the Seabrook City Code, Appendix A, Comprehensive Zoning, Article 6, "Sign Standards" in the following areas: Relocate the sign regulations from the Waterfront Overlay regulations to Article 6.

THE PLANNING & ZONING COMMISSION MADE THE FOLLOWING RECOMMENDATION:

APPROVAL ☐ **APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW)** ☑ **DENIAL** ☐
by a concurring vote of a majority of members of the Planning and Zoning Commission present at the meeting on February 21, 2013, as designated below and as certified by the signature of the Chairman. **This document is not valid unless signed by the Chairman/Presiding Commissioner.**

Amend 4.15.15 Signs A. Freestanding Signs to allow freestanding signs in the overlay district, height not to exceed 25', Area not to exceed 96 square ft. and minimum distance between finished grade and the bottom of the sign no less than 15 Feet.

VOTE:	AYE	NAY	ABSTAINED	ABSENT	INITIAL
Rosebud Caradec	✓				RC
Mike DeHart				✓	
Buddy Hammann					BH
Bolivar Lewis	✓				BL
Dodie Miller	✓				DM
Michael Potts	✓				MP
Michael Sharpe	✓				MOS

Michael Potts
Michael Potts, Chairman
Planning & Zoning Commission

ATTEST:
Alesia L. Hammock
Alesia L. Hammock
Secretary

March 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 **Meador Park Tree Planting 10 am**
3	4	5 Council	6	7 Open Space	8	9
10	11 Mayor's Night In	12	13 No Public Safety meeting	14 EDC (tentative)	15	16 Lucky Trails
17 Lucky Trails	18	19 Council	20	21 P&Z HCM&CA	22	23 **Trash Bash Crawfish Festival**
24	25	26	27	28	29 Holiday—City Hall Closed	30 Easter Egg Hunt
31 Easter						

April 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 Council	3	4 Open Space	5	6
7	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	24	25 Ethics	26	27 Rotary Shirmparee
28	29	30				