

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

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

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

PLEDGE OF ALLEGIANCE

1.0 PRESENTATIONS

- 1.1 Present a proclamation for "Municipal Clerks Week." (Council)
- 1.2 Present a Proclamation for "Motorcycle Awareness Month." (Council)

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

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

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

3.0 BID AWARDS

 ATTACHMENT 1

- 3.1 Consider Project No. 2013-06, "Bid Award for Seascape I Paving & Water Line Improvements, Phase II", to the low bidder, AAA Asphalt Paving Inc. in the amount of \$307,474.50, This is a budgeted item. (Chairez)

 ATTACHMENT 2

- 3.2 Consider Award of Bid Project No. 2013-08, "Waterfront Drive Improvements" to

low bidder Angel Brothers Enterprises, LTD in the amount of \$\$4,329,579.00. This is a budgeted item. (Chairez)

4.0 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.

- 4.1 Approve an excused absence for Robert Llorente for the April 16, 2013 Council meeting. (Glaser)

📎 ATTACHMENT 3

- 4.2 Approve the minutes of the regular City Council meeting on April 16, 2013, (Glaser)

📎 ATTACHMENT 4

- 4.3 Approve a request for a special events permit and temporary signs for an outside craft show to be held at Endeavor Marina, 3101 NASA Parkway on May 18 & 19, 2013 from 10 a.m. until 6:00 p.m. (Applicant)

📎 ATTACHMENT 5

- 4.4 Approve proposed Resolution No. 2013-07, "Acceptance of a Permanent Easement from American Acryl, L.P. (Templin)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, DETERMINING THAT EASEMENTS ARE NECESSARY FOR THE "WATERFRONT DRIVE RECONSTRUCTION," AND "PINE GULLY DRAINAGE IMPROVEMENT PROJECT;" APPROVING THE ACCEPTANCE OF DONATION OF A PERMANENT EASEMENT FROM AMERICAN ACRYL. L.P., PROPERTY OWNER IN RELATION TO PARCEL 2, A 2.4146 ACRE TRACT SITUATED IN THE RITSON MORRIS SURVEY, A-52 HARRIS COUNTY, TEXAS, BEING OUT OF AND PART OF LOT 2 OF SEABROOK FIRE TRAINING FACILITY, A SUBDIVISION RECORDED IN VOLUME 585, PAGE 54, HARRIS COUNTY MAP RECORDS; ALL, AS MORE PARTICULARLY DESCRIBED HEREIN.

📎 ATTACHMENT 6

- 4.5 Approve a non-reimbursable Space Act Agreement between Bay Area Responders (including the City of Seabrook) and NASA Lyndon B. Johnson Space Center for the reciprocal use of emergency operations centers and other facilities during emergencies. (Templin)

END OF CONSENT AGENDA

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

📎 ATTACHMENT 7

- 5.1 Select the winner of a contest to rename the municipal swimming pool complex and after selection, recognize the winner.(Dearman)

📎 ATTACHMENT 8

- 5.2 Approve proposed Resolution No. 2013-09, "Amendment of Boundaries and Name of the 'SH146 Corridor Empowerment Zone' created by Resolution No. 2011-01 To Empowerment Zone 1." (Chavez/EDC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, AMENDING BOUNDARIES AND NAME DESIGNATION OF “THE SH 146 CORRIDOR EMPOWERMENT ZONE”, ESTABLISHING A NEW DESIGNATION FOR SUCH EMPOWERMENT ZONE AS THE “NEIGHBORHOOD EMPOWERMENT ZONE 1” WITH REVISED BOUNDARIES THEREOF AS DEPICTED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED BY REFERENCE, AND OTHER MATTERS RELATING THERETO

📎 ATTACHMENT 9

- 5.3 Approve proposed Resolution No. 2013-10, "Creation of Neighborhood Empowerment Zone 2." (Chavez/EDC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, CREATING A NEW NEIGHBORHOOD EMPOWERMENT ZONE TO BE DESIGNATED AS THE “NEIGHBORHOOD EMPOWERMENT ZONE 2”, ESTABLISHING THE BOUNDARIES AT THE NORTHERN MOST BOUNDARY OF “NEIGHBORHOOD EMPOWERMENT ZONE 1” AND CONTINUING NORTH TO THE CITY LIMITS, AS MORE SPECIFICALLY DEPICTED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED BY REFERENCE, AND OTHER MATTERS RELATING THERETO

📎 ATTACHMENT 10

- 5.4 Approve proposed Resolution No. 2013-11, "Creation of Neighborhood Empowerment Zone 3. (Chavez/EDC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, CREATING A NEW NEIGHBORHOOD EMPOWERMENT ZONE TO BE DESIGNATED AS THE “NEIGHBORHOOD EMPOWERMENT ZONE 3”, ESTABLISHING THE BOUNDARIES AT THE LOWER PORTION OF THE ORIGINAL “SH 146 CORRIDOR EMPOWERMENT ZONE,” SOUTH OF HALL STREET INCLUDING COMMERCIAL PROPERTIES ALONG NASA PARKWAY UNTIL THE WESTERN MOST BOUNDARY OF THE CITY, AS MORE SPECIFICALLY DEPICTED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED BY REFERENCE, AND OTHER MATTERS

RELATING THERETO

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

ATTACHMENT 11

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

ATTACHMENT 12

- 6.2 Establish future meeting dates and agenda items, including a reminder of the cancellation of the May 21 Council meeting. (Council)

7.0 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 551.071

- 7.1 Consult with attorney to receive legal advice regarding pending litigation, Exquisite Designs by Castlerock & Co. (Brad Jones) v. City of Seabrook, pending in the United States Bankruptcy Court, Southern District of Texas, Houston Division, and City Code enforcement issues, pursuant to Section 551.071 Texas Government Code.
(Weathered)

Section 551.072

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

8.0 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, May 3, 2013 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Michele L. Glaser, TRMC
City Secretary



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, MAY 7, 2013

Submitter/Requestor: Arthur Chairez

Date Submitted: 4/23/2013 10:57:22 AM

Presenter: Arthur Chairez

Description/Subject:

Bid Award for Seascape I Paving & Water Line Improvements, Phase II
(Project 2013-06)

Purpose/Need: Administration Issue

Background/Issue(What prompted this need):

This project is a continuing effort of the Public Works Street Management Program to improve the neighborhood streets throughout the city funded in part by the Sanitation Franchise Fee transfer for street repair and improvements.

Impacted Parties(Expected/Notified): Citizens, Council, Public Works

Miscellaneous Comments:

The complete Seascape I project will be done in three (years) phases due to size and the amount of funds made available on an annual basis. Phase I was complete in Septmeber of 2012.

Attachments:

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

Recommendation of Award -

Phase II Map

Fiscal Impact:	Budgeted	Yes	Finance	Officer
	Budget Amendment Required	No	Review:	
	Future/Ongoing Impact	No		

Budget Dept/Line Item Number 500-6065 & CIP

Funding Comments:

500-6065 & CIP

Approximate Total Amount of Expenditure \$307,474.50

Where on the agenda should this item be placed?

Bid Awards

Suggested Motion:

Award bid to low bidder AAA Asphalt Paving Inc. for the sum of \$307,474.50.

Agenda Language:

Consider Project No. 2013-06, "Bid Award for Seascope I Paving & Water Line Improvements, Phase II", to the low bidder, AAA Asphalt Paving Inc. in the amount of \$307,474.50, This is a budgeted item. (Chairez)

City Manager Review:

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

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



April 15, 2013

Mr. Arthur Chairez
Director of Public Works
City of Seabrook
1700 First Street
Seabrook, Texas 77586

Re: **Recommendation of Award**
Seascape One Paving and Water Line Improvements, Phase II
Seabrook Project No. 2013-06

Dear Mr. Chairez,

Bids for the referenced project were received on April 11, 2013 and a tabulation of those is attached to this letter. The low bid was submitted by **AAA Asphalt Paving Inc.** Based on our review of the bids and qualifications of the bidder, we recommend award of the contract to **AAA Asphalt Paving Inc.** for a total Bid Price of **\$307,474.50**. If you have any questions or require additional information, I can be contacted at 713-462-3242.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "B Matlock".

Brad Matlock, P.E.
Senior Project Manager

cc: Kelly Templin, City of Seabrook
Dale Conger, P.E., CobbFendley
File

Attachment

Client: City of Seabrook
Project Name: Seascape One Paving and Water Line Improvements, Phase II
Bid Date: April 11, 2013

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				AAA Asphalt Paving Inc.		D & W. Contractors, Inc.		Tropical Contracting, LLC		W. M. Jones Construction, Inc.	
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
	BASE BID ITEMS										
	GENERAL										
1	Mobilization (No Greater Than 5% of Total Bid)	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 11,000.00	\$ 11,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00
2	Tree and Plant Protection	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,450.00	\$ 3,450.00	\$ 5,437.50	\$ 5,437.50
3	Remove and Dispose of Existing Asphalt Pavement and Base(All Depths)and Concrete Curbs and Gutters, and Paving Headers, as Required by the Drawings and Specifications	SY	3,910	\$ 4.50	\$ 17,595.00	\$ 5.00	\$ 19,550.00	\$ 6.00	\$ 23,460.00	\$ 16.88	\$ 66,000.80
4	Remove and Dispose of Existing Concrete Walkways and Driveways, as Required by the Drawings and Specifications	SY	1,060	\$ 7.00	\$ 7,420.00	\$ 4.00	\$ 4,240.00	\$ 5.00	\$ 5,300.00	\$ 16.88	\$ 17,892.80
	GENERAL ITEMS SUBTOTAL				\$ 34,515.00		\$ 36,290.00		\$ 57,210.00		\$ 99,331.10
	PAVING										
5	Manipulation of Lime Stabilized Subgrade (6" Depth)	SY	4,135	\$ 3.50	\$ 14,472.50	\$ 5.00	\$ 20,675.00	\$ 4.60	\$ 19,021.00	\$ 7.50	\$ 31,012.50
6	Type A, Hydrated Lime, (Estimated At 6% by Dry Weight)	TON	66	\$ 165.00	\$ 10,890.00	\$ 160.00	\$ 10,560.00	\$ 143.75	\$ 9,487.50	\$ 205.00	\$ 13,530.00
7	6" Reinforced Concrete Pavement, Complete in Place	SY	2,859	\$ 31.00	\$ 88,629.00	\$ 37.00	\$ 105,783.00	\$ 46.00	\$ 131,514.00	\$ 51.25	\$ 146,523.75
8	6" Reinforced Concrete Pavement for Driveways, Complete in Place	SF	4,590	\$ 6.50	\$ 29,835.00	\$ 5.00	\$ 22,950.00	\$ 8.05	\$ 36,949.50	\$ 5.69	\$ 26,117.10
9	Remove and Replace Existing Asphalt Pavement & Concrete Gutter, Complete in Place	SY	20	\$ 20.00	\$ 400.00	\$ 40.00	\$ 800.00	\$ 31.05	\$ 621.00	\$ 60.94	\$ 1,218.80
10	4 x12 " Concrete Curb, Complete in Place	LF	2,481	\$ 3.50	\$ 8,683.50	\$ 2.50	\$ 6,202.50	\$ 10.50	\$ 26,050.50	\$ 18.75	\$ 46,518.75
11	Concrete Pavement Header, Complete in Place	LF	28	\$ 5.00	\$ 140.00	\$ 20.00	\$ 560.00	\$ 8.00	\$ 224.00	\$ 18.75	\$ 525.00
12	4 1/2" Concrete Sidewalk, Complete in Place	SF	439	\$ 5.50	\$ 2,414.50	\$ 5.00	\$ 2,195.00	\$ 7.00	\$ 3,073.00	\$ 5.00	\$ 2,195.00
13	Remove & Reconstruct Stone Driveway at 633 North Flamingo, Complete in Place	SF	297	\$ 15.00	\$ 4,455.00	\$ 8.00	\$ 2,376.00	\$ 25.50	\$ 7,573.50	\$ 26.88	\$ 7,983.36
14	Remove & Reconstruct Stamped Concrete Driveway at 641 North Flamingo, Complete in Place	SF	207	\$ 15.00	\$ 3,105.00	\$ 7.00	\$ 1,449.00	\$ 23.00	\$ 4,761.00	\$ 12.50	\$ 2,587.50
	PAVING ITEMS SUBTOTAL				\$ 163,024.50		\$ 173,550.50		\$ 239,275.00		\$ 278,211.76
	DRAINAGE										
15	Adjust Existing Manhole to Grade	EA	1	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 1,610.00	\$ 1,610.00	\$ 1,875.00	\$ 1,875.00
16	Replace Concrete Type "B-B" Inlet Top and Grate, Complete in Place	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,600.00	\$ 3,200.00	\$ 3,565.00	\$ 7,130.00	\$ 2,500.00	\$ 5,000.00
17	Remove & Replace Existing 24" RCP	LF	28	\$ 125.00	\$ 3,500.00	\$ 80.00	\$ 2,240.00	\$ 172.00	\$ 4,816.00	\$ 125.00	\$ 3,500.00
18	4" Pop-up PVC Yard Drains, Model # NDS 422G	EA	8	\$ 100.00	\$ 800.00	\$ 70.00	\$ 560.00	\$ 575.00	\$ 4,600.00	\$ 150.00	\$ 1,200.00
19	6" Cement Stabilized Sand Base, Complete in Place	CY	20	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00	\$ 43.70	\$ 874.00	\$ 62.50	\$ 1,250.00
	DRAINAGE ITEMS SUBTOTAL				\$ 7,700.00		\$ 7,300.00		\$ 19,030.00		\$ 12,825.00

Client: City of Seabrook
Project Name: Seascape One Paving and Water Line Improvements, Phase II
Bid Date: April 11, 2013

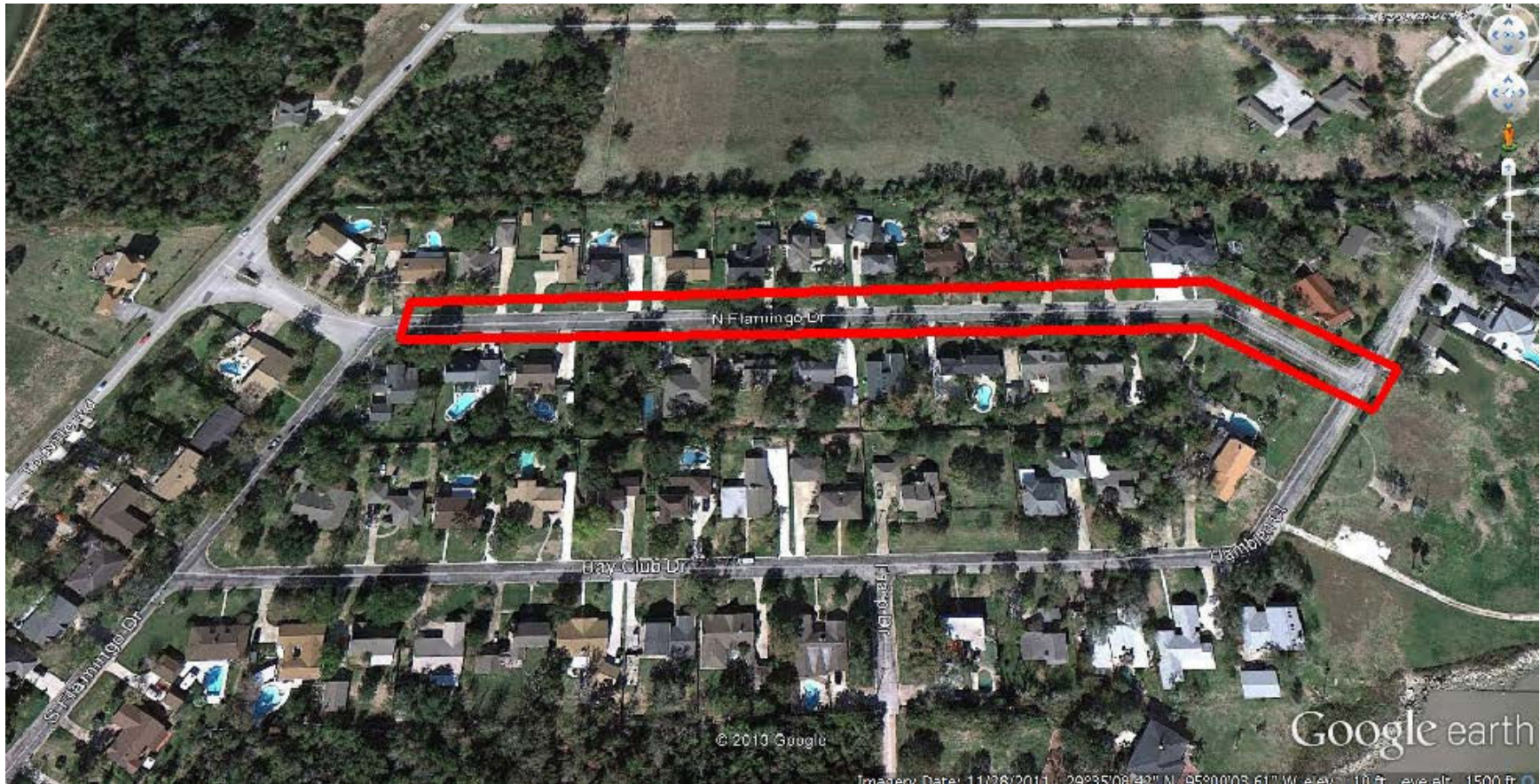
				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				AAA Asphalt Paving Inc.		D & W. Contractors, Inc.		Tropical Contracting, LLC		W. M. Jones Construction, Inc.	
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
	WATER DISTRIBUTION SYSTEM										
20	8-Inch PVC C-900 Water Line Pipe, Including Mechanical Joint Fittings (All Depths), Complete in Place	LF	1,290	\$ 35.00	\$ 45,150.00	\$ 37.00	\$ 47,730.00	\$ 72.00	\$ 92,880.00	\$ 40.00	\$ 51,600.00
21	8-Inch Gate Valve and Box, Complete in Place	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,300.00	\$ 3,900.00	\$ 1,495.00	\$ 4,485.00	\$ 2,000.00	\$ 6,000.00
22	Fire Hydrant Assembly, Including Tee, Lead & 6-Inch Gate Valve and Megalug Restraint Joint, Complete in Place	EA	4	\$ 3,500.00	\$ 14,000.00	\$ 4,000.00	\$ 16,000.00	\$ 5,520.00	\$ 22,080.00	\$ 6,250.00	\$ 25,000.00
23	1" Water Tap and Service Line Installation, Long Side, Includes Tap, Sleeve, Corporation Stop, Service Line, and Meter, Complete in Place and Operational	EA	8	\$ 1,200.00	\$ 9,600.00	\$ 500.00	\$ 4,000.00	\$ 1,955.00	\$ 15,640.00	\$ 2,500.00	\$ 20,000.00
24	1" Water Tap and Service Line Installation, Short Side, Includes Tap, Sleeve, Corporation Stop, Service Line, and Meter, Complete in Place and Operational	EA	7	\$ 750.00	\$ 5,250.00	\$ 350.00	\$ 2,450.00	\$ 1,035.00	\$ 7,245.00	\$ 1,875.00	\$ 13,125.00
25	8-Inch Wet Connection	EA	1	\$ 1,000.00	\$ 1,000.00		\$ -	\$ 7,015.00	\$ 7,015.00	\$ 6,250.00	\$ 6,250.00
	WATER DISTRIBUTION SYSTEM ITEMS SUBTOTAL				\$ 79,500.00		\$ 74,080.00		\$ 149,345.00		\$ 121,975.00
	SWPPP										
26	Erosion/Sediment Control in Accordance with TPDES Requirements, Including Notice of Intent (NOI) and Notice of Termination (NOT), (1-Contractor , 1-Owner)	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 325.00	\$ 650.00	\$ 1,725.00	\$ 3,450.00	\$ 437.50	\$ 875.00
27	SWPPP Inspection and Maintenance, and Reporting	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 4,025.00	\$ 4,025.00	\$ 937.50	\$ 937.50
28	Furnish and Install Inlet Protection Barrier (Stage I)	EA	2	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 575.00	\$ 1,150.00	\$ 312.50	\$ 625.00
29	Furnish and Install Gravel Bags (Stage II)	LF	2	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 172.50	\$ 345.00	\$ 37.50	\$ 75.00
30	Sodding for Erosion Control (Block Sodding), As Shown on Plans, Complete in Place	SY	1,570	\$ 3.50	\$ 5,495.00	\$ 4.00	\$ 6,280.00	\$ 18.00	\$ 28,260.00	\$ 6.25	\$ 9,812.50
	SWPPP ITEMS SUBTOTAL				\$ 9,595.00		\$ 8,330.00		\$ 37,230.00		\$ 12,325.00
	TRAFFIC CONTROL AND RELOCATION										
31	Traffic Control and Regulation, in Accordance with Drawings and Specifications	MO	2	\$ 2,000.00	\$ 4,000.00	\$ 7,000.00	\$ 14,000.00	\$ 3,450.00	\$ 6,900.00	\$ 6,250.00	\$ 12,500.00
	TRAFFIC CONTROL AND RELOCATION SUBTOTAL				\$ 4,000.00		\$ 14,000.00		\$ 6,900.00		\$ 12,500.00
	SANITARY SEWER SYSTEM										
32	6-Inch Sanitary Sewer Service Lines, Complete in Place	EA	9	\$ 850.00	\$ 7,650.00	\$ 2,000.00	\$ 18,000.00	\$ 2,415.00	\$ 21,735.00	\$ 3,125.00	\$ 28,125.00
	SANITARY SEWER SYSTEM SUBTOTAL				\$ 7,650.00		\$ 18,000.00		\$ 21,735.00		\$ 28,125.00
TOTAL BASE BID					\$ 305,984.50		\$ 331,550.50		\$ 530,725.00		\$ 565,292.86
SUPPLEMENTAL WORK ITEMS											
33	Adjust Existing Manhole Rim to Grade	EA	1	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 1,610.00	\$ 1,610.00	\$ 1,875.00	\$ 1,875.00
34	Remove & Reconstruct Brick Sidewalk at 625 North Flamingo, Complete in Place	SF	66	\$ 15.00	\$ 990.00	\$ 15.00	\$ 990.00	\$ 30.00	\$ 1,980.00	\$ 20.63	\$ 1,361.58
	TOTAL SUPPLEMENTAL WORK ITEMS				\$ 1,490.00		\$ 1,290.00		\$ 3,590.00		\$ 3,236.58
TOTAL BASE BID PRICE					\$ 305,984.50		\$ 331,550.50		\$ 530,725.00		\$ 565,292.86
TOTAL BASE BID AND SUPPLEMENTAL WORK ITEMS					\$ 307,474.50		\$ 332,840.50		\$ 534,315.00		\$ 568,529.44

Contractor's Bid Price

\$ 568,491.25

SEASCAPE I PAVING & WATER LINE IMPROVEMENTS

PHASE II





***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, MAY 7, 2013

Submitter/Requestor: Arthur Chairez

Date Submitted: 4/29/2013 11:15:22 AM

Presenter: Arthur Chairez

Description/Subject:

Bid Award for Waterfront Drive Reconstruction Project 2013-08

Purpose/Need: Administration Issue

Background/Issue(What prompted this need):

This project's funding source Texas Community Development Block Grant (CDBG) Disaster Recovery Round One (1) under the Consolidated Security Disaster Assistance, and Continuing Appropriation ACT (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster relief, recovery, restoration and economic revitalization in areas affect by Hurricanes Dolly and Ike, which were presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C.5121 et seq.) under City of Seabrook GLO Contract Number 11-323-000-5294 (formerly TDRA Contract Number DRS010226. EDA Grant

Impacted Parties(Expected/Notified): Citizens, Council, EDC & Public Works

Miscellaneous Comments:

This bid includes all 3 alternate bid items and will be covered should the City & EDC decide to keep the overhead lines which could be a savings of \$873,583.00.

Attachments:

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

Recommendation

Fiscal Impact:	Budgeted	Yes	Finance	Officer
	Budget Amendment Required	No	Review:	

Future/Ongoing Impact

No

Budget Dept/Line Item Number Grants

Funding Comments:

Award bid to lower bidder Angel Brothers Enterprises, LTD for the sum of \$4,329,579.00.

Where on the agenda should this item be placed?

Bid Awards

Suggested Motion:

Award bid to lower bidder Angel Brothers Enterprises, LTD for the sum of \$4,329,579.00.

Agenda Language:

Consider Award of Bid Project No. 2013-08, "Waterfront Drive Improvements" to low bidder Angel Brothers Enterprises, LTD in the amount of \$4,329,579.00. This is a budgeted item. (Chairez)

City Manager Review:

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

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



April 30, 2013

Mr. Arthur Chairez
Director of Public Works
City of Seabrook
1700 First Street
Seabrook, Texas 77586

Re: **Recommendation of Award**
Waterfront Drive Reconstruction
Seabrook Project No. 2013-08

Dear Mr. Chairez,

Bids for the referenced project were received on April 23, 2013 and a tabulation of those is attached to this letter. The low bid was submitted by Angel Brothers Enterprises, Ltd. with a total bid including all three alternates of \$4,329,579.00. The contract price consisted of a base bid of \$3,786,593.00, alternate one of \$143,087.50, alternate two of \$360,698.50, and alternate three of \$39,200.00. Based on our review of the bids and qualifications of the bidder, we recommend award of the base bid and all three alternates to Angel Brothers Enterprises, Ltd. If you have any questions or require additional information, I can be contacted at 281-993-4952

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "B Matlock".

Brad Matlock, P.E.
Senior Project Manager

cc: Kelly Templin, City of Seabrook
File

Attachment

Client: CITY OF SEABROOK
 Project Name: WATERFRONT DRIVE RECONSTRUCTION
 Bid Date: APRIL 23, 2013

					Bidder No. 1		Bidder No. 2	
					Angel Brothers Enterprises, Ltd.		Tropical Contracting, LLC	
Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
EDA FUNDING								
Site Preparation and Earthwork								
1	01502	Mobilization, Demobilization, and Furnish Performance, Payment, Maintenance Bonds, and Insurance in Accordance with the Bid Contract Documents, 5% Maximum of Total Contract Amount	LS	1	\$ 185,000.00	\$ 185,000.00	\$ 100,000.00	\$ 100,000.00
2	02221	Remove and Dispose Offsite of Existing Concrete/Asphalt Pavement, Base and Driveways, All Thicknesses, Inside of Existing 50-foot R.O.W., Complete (Includes all saw-	SY	10,900	\$ 3.50	\$ 38,150.00	\$ 4.00	\$ 43,600.00
3	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction Inside of Existing 50-foot R.O.W. (See Construction Notes), Complete in	CY	15,730	\$ 18.50	\$ 291,005.00	\$ 30.00	\$ 471,900.00
4	HCFCFCD 02233	Clearing/Grubbing and Disposal at Offsite Location (Pine Gully), Complete in Place	AC	2.72	\$ 9,000.00	\$ 24,480.00	\$ 5,000.00	\$ 13,600.00
5	HC 516	Remove and Replace Existing Guardrail, Complete in Place	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
6	DWG	Provide and Install EDA Project Sign, Complete in Place as Required by the Drawings and Specifications.	EA	2	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00
Subtotal - Site Preparation and Earthwork						\$ 541,835.00		\$ 632,300.00
Electrical System								
7	02086	Adjust Electrical Manhole to Prop. Grade (35" Diameter Brick Manhole Extension for Small Four-Way Electrical Manhole), Complete in Place	EA	7	\$ 1,000.00	\$ 7,000.00	\$ 1,000.00	\$ 7,000.00
8	DWG	Concrete Bollards, Complete in Place	EA	16	\$ 600.00	\$ 9,600.00	\$ 750.00	\$ 12,000.00
9	DWG	Secondary Service Connections, Complete in Place	LS	1	NOT IN THIS CONTRACT	NOT IN THIS CONTRACT	NOT IN THIS CONTRACT	NOT IN THIS CONTRACT
Subtotal - Electrical and Telephone System						\$ 16,600.00		\$ 19,000.00
Pavement (Inside Existing 50-foot R.O.W.)								
10	02336	Manipulation of Lime Stabilized Subgrade, (10 Inch Depth), Complete	SY	9,951	\$ 4.00	\$ 39,804.00	\$ 3.00	\$ 29,853.00
11	02336	Hydrated Lime (Dry)(8% Lime by Dry Weight of Soil), Complete in Place	TON	343	\$ 160.00	\$ 54,880.00	\$ 185.00	\$ 63,455.00
12	02751	8-Inch Reinforced Concrete Pavement, Inside of Existing 50-ft R.O.W., Complete in Place	SY	8,852	\$ 46.00	\$ 407,192.00	\$ 40.00	\$ 354,080.00
13	02771	6-Inch Concrete Curb, Complete in Place	LF	4,111	\$ 3.00	\$ 12,333.00	\$ 5.00	\$ 20,555.00
14	02741 02742 02743	2-Inch HMA Asphalt, Complete in Place	TON	207	\$ 100.00	\$ 20,700.00	\$ 125.00	\$ 25,875.00
15	02713	8" Crushed Concrete Base	CY	530	\$ 65.00	\$ 34,450.00	\$ 40.00	\$ 21,200.00

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					Bidder No. 1		Bidder No. 2	
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Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
16	02741 02742 02743	2-Inch HMAC Asphalt for Driveways, Complete in Place	TON	6	\$ 200.00	\$ 1,200.00	\$ 125.00	\$ 750.00
17	02754	6-Inch Reinforced Concrete Driveways, Complete in Place	SF	5,220	\$ 7.00	\$ 36,540.00	\$ 7.00	\$ 36,540.00
Subtotal - Pavement (Inside Existing 50-Foot R.O.W.)						\$ 607,099.00		\$ 552,308.00
Signing and Pavement Markings								
18	HC 624 (646) (649)	Furnish and Install "Todville Rd." Street Sign, Complete in Place and in Accordance with Drawings and Specifications	EA	1	\$ 70.00	\$ 70.00	\$ 250.00	\$ 250.00
19	HC 624 (646) (649)	Furnish and Install "Waterfront Dr." Street Sign, Complete in Place and in Accordance with Drawings and Specifications	EA	5	\$ 70.00	\$ 350.00	\$ 250.00	\$ 1,250.00
20	HC 624 (646) (649)	Furnish and Install "Bath Ave." Street Sign, Complete in Place and in Accordance with Drawings and Specifications	EA	1	\$ 70.00	\$ 70.00	\$ 250.00	\$ 250.00
21	HC 624 (646) (649)	Furnish and Install "Ellis St." Street Sign, Complete in Place and in Accordance with Drawings and Specifications	EA	1	\$ 70.00	\$ 70.00	\$ 250.00	\$ 250.00
22	HC 624 (646) (649)	Furnish and Install "Nelson Ave." Street Sign, Complete in Place and in Accordance with Drawings and Specifications	EA	1	\$ 70.00	\$ 70.00	\$ 250.00	\$ 250.00
23	HC 624 (646) (649)	Furnish and Install "Houston Ave." Street Sign, Complete in Place and in Accordance with Drawings and Specifications	EA	1	\$ 70.00	\$ 70.00	\$ 250.00	\$ 250.00
24	HC 624 (646) (649)	Furnish and Install "Petite Ave." Street Sign, Complete in Place and in Accordance with Drawings and Specifications	EA	1	\$ 70.00	\$ 70.00	\$ 250.00	\$ 250.00
25	HC 624 (646) (649)	Furnish and Install "10th St." Street Sign, Complete in Place and in Accordance with Drawings and Specifications	EA	1	\$ 70.00	\$ 70.00	\$ 250.00	\$ 250.00
26	HC 624 (646) (649)	Furnish and Install Ground Mount "Stop" Sign, High Intensity, (R1-1, 24"X24") Complete in Place and as Required by the Drawings and Specifications	EA	14	\$ 175.00	\$ 2,450.00	\$ 250.00	\$ 3,500.00
27	HC 624 (646) (649)	Furnish and Install Permanent Type III Barricade w/ "Road Closed" Street Sign, Complete in Place and as Required by the Drawings and Specifications	EA	1	\$ 675.00	\$ 675.00	\$ 950.00	\$ 950.00
28	02767	Type I Pavement Markings (4" Yellow Solid), Complete In Place as Required by the Drawings and Specifications	LF	1,600	\$ 0.80	\$ 1,280.00	\$ 0.75	\$ 1,200.00
29	02767	Type I Pavement Markings (4" Yellow Dashed), Complete In Place as Required by the Drawings and Specifications	LF	1,380	\$ 1.10	\$ 1,518.00	\$ 0.75	\$ 1,035.00

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Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
30	02767	Type I Pavement Markings (12" White Solid), Complete In Place as Required by the Drawings and Specifications	LF	850	\$ 3.10	\$ 2,635.00	\$ 2.00	\$ 1,700.00
31	02767	Type I Pavement Markings (24" White Solid), Complete In Place as Required by the Drawings and Specifications	LF	570	\$ 5.80	\$ 3,306.00	\$ 4.10	\$ 2,337.00
32	02767	Yield Line Pavement Markings (12"x18" Triangles, White Solid), Complete In Place as Required by the Drawings and Specifications	EA	140	\$ 58.00	\$ 8,120.00	\$ 3.50	\$ 490.00
33	HC 624 (646) (649)	Furnish and Install Ground Mount 25 MPH Speed Limit Sign (R2-1), Complete in Place and in Accordance with Drawings and Specifications	EA	6	\$ 190.00	\$ 1,140.00	\$ 250.00	\$ 1,500.00
34	HC 624 (646) (649)	Furnish and Install Ground Mount Yield to Pedestrian Sign (R1-5L), Complete in Place and in Accordance with Drawings and Specifications	EA	10	\$ 157.00	\$ 1,570.00	\$ 250.00	\$ 2,500.00
35	HC 624 (646) (649)	Furnish and Install Ground Mount Right Turn Sign (W1-1R), Complete in Place and in Accordance with Drawings and Specifications	EA	1	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00
36	HC 624 (646) (649)	Furnish and Install Ground Chevron Alignment (W1-1R), Complete in Place and in Accordance with Drawings and Specifications	EA	12	\$ 168.00	\$ 2,016.00	\$ 250.00	\$ 3,000.00
37	02767	Type II Reflective Curb Markings (White Solid), Complete In Place as Required by the Drawings and Specifications	LF	1,550	\$ 0.60	\$ 930.00	\$ 0.95	\$ 1,472.50
38	DWG	4"X16" Concrete Barrier Marker With 3"X12" Yellow Reflective Sheeting, Complete in Place	EA	20	\$ 27.00	\$ 540.00	\$ 13.00	\$ 260.00
39	02764	Raised Reflectorized Pavement Markers (Type II, B-B), Complete in Place, as Required by the Drawings and Specifications	EA	7	\$ 5.00	\$ 35.00	\$ 8.00	\$ 56.00
40	02764	Raised Reflectorized Pavement Markers (Type II, A-A), Complete in Place, as Required by the Drawings and Specifications	EA	85	\$ 3.40	\$ 289.00	\$ 5.00	\$ 425.00
Subtotal - Signing and Pavement Markings						\$ 27,544.00		\$ 23,675.50
Storm Sewer System								
41	02082	Precast Concrete Storm Sewer Manhole, Type "C" for 18-Inch to 42-Inch RCP, (All Depths), Complete in Place	EA	13	\$ 2,700.00	\$ 35,100.00	\$ 2,300.00	\$ 29,900.00
42	02631	18-Inch Reinforced Concrete Pipe C-76 Type III, With Rubber Gaskets, Complete in Place	LF	100	\$ 72.00	\$ 7,200.00	\$ 37.00	\$ 3,700.00
43	02631	24-Inch Reinforced Concrete Pipe C-76 Type III, With Rubber Gaskets, Complete in Place	LF	2,060	\$ 85.00	\$ 175,100.00	\$ 41.00	\$ 84,460.00

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Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
44	02631	30-Inch Reinforced Concrete Pipe C-76 Type III, With Rubber Gaskets, Complete in Place	LF	299	\$ 120.00	\$ 35,880.00	\$ 69.00	\$ 20,631.00
45	02631	36-Inch Reinforced Concrete Pipe C-76 Type III, With Rubber Gaskets, Complete in Place	LF	266	\$ 148.00	\$ 39,368.00	\$ 92.00	\$ 24,472.00
46	02631	18-Inch HPDE, Complete in Place	LF	65	\$ 45.00	\$ 2,925.00	\$ 40.00	\$ 2,600.00
47	02633	Concrete Inlet, Type "B-B" Double Grate, Stage I & II, Complete in Place	EA	3	\$ 2,750.00	\$ 8,250.00	\$ 2,400.00	\$ 7,200.00
48	02633	Concrete Inlet, Type "B-B", Stage I & II, Complete in Place	EA	19	\$ 2,250.00	\$ 42,750.00	\$ 2,400.00	\$ 45,600.00
49	02633	30"x30" Junction Box w/ Lid, Complete in Place	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 2,100.00	\$ 4,200.00
50	02633	30" 3:1 Concrete Safety End Treatment, Complete in Place	EA	1	\$ 1,350.00	\$ 1,350.00	\$ 900.00	\$ 900.00
51	02633	24" 3:1 Concrete Safety End Treatment, Complete in Place	EA	1	\$ 975.00	\$ 975.00	\$ 900.00	\$ 900.00
52	01578	Well Pointing for Storm Sewer, Complete (Minimum \$25.00 per LF bid price)	LF	1,238	\$ 25.00	\$ 30,950.00	\$ 25.00	\$ 30,950.00
53	01561	Trench Safety for Storm Sewer, All Depths, Complete	LF	2,725	\$ 0.50	\$ 1,362.50	\$ 2.00	\$ 5,450.00
Subtotal - Storm Sewer System						\$ 384,810.50		\$ 260,963.00
Storm Water Pollution Prevention Plan (SWPPP)								
54	01570	Furnish, Install, and Remove Reinforced Filter Fabric Fence, Complete in Place	LF	5,120	\$ 2.00	\$ 10,240.00	\$ 2.15	\$ 11,008.00
55	HC 750	Furnish, Install, and Remove Type 2 Reinforced Filter Dam, Complete in Place	LF	25	\$ 45.00	\$ 1,125.00	\$ 25.00	\$ 625.00
56	01575	Furnish Stabilized Construction Exit, Complete in Place	SY	150	\$ 20.00	\$ 3,000.00	\$ 11.00	\$ 1,650.00
57	01410	Erosion/Sediment Control in Accordance with TPDES Requirements, Including Notice of Intent (NOI), Notice of Termination (NOT), Maintenance, Inspection and Reporting.	LS	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
58	01570	SWPPP Inspection and Maintenance	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
59	01570	Furnish, Install, and Remove Reinforced Sand Bag Inlet Protection Barrier, Complete in Place (Stage I)	LF	600	\$ 5.00	\$ 3,000.00	\$ 10.00	\$ 6,000.00
60	01570	Furnish, Install, and Remove Reinforced Sand Bag Inlet Protection Barrier, Complete in Place (Stage II)	LF	600	\$ 5.00	\$ 3,000.00	\$ 10.00	\$ 6,000.00
61	02922	Sodding for Erosion Control, Block Sodding, Complete in Place	SY	2,000	\$ 5.00	\$ 10,000.00	\$ 4.00	\$ 8,000.00
Subtotal - Storm Water Pollution Prevention Plan						\$ 35,865.00		\$ 37,283.00
Traffic Control								
62	01555	Traffic Control and Regulation, in Accordance with Drawings and Specifications, Complete	LS	1	\$ 12,500.00	\$ 12,500.00	\$ 75,000.00	\$ 75,000.00

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Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
63	02741	Installation of Temporary Base and Asphalt Pavement (8" Type "B" Black Base)	TON	880	\$ 88.00	\$ 77,440.00	\$ 125.00	\$ 110,000.00
Subtotal - Traffic Control						\$ 89,940.00		\$ 185,000.00
EXTRA WORK ITEMS:								
Site Preparation and Earthwork								
64	02321	6-Inch Cement Stabilized Sand Base, Complete in Place	CY	250	\$ 60.00	\$ 15,000.00	\$ 85.00	\$ 21,250.00
65	02751	8-Inch High Early Strength Reinforced Concrete Pavement, Inside of Existing 50-ft R.O.W., Complete in Place	SY	670	\$ 55.00	\$ 36,850.00	\$ 45.00	\$ 30,150.00
Subtotal - Site Preparation and Earthwork						\$ 51,850.00		\$ 51,400.00
SUB-TOTAL, ITEMS ELIGIBLE FOR EDA FUNDING						\$ 1,755,543.50		\$ 1,761,929.50
<u>ITEMS NOT ELIGIBLE FOR EDA FUNDING</u>								
Site Preparation and Earthwork								
66	01502	Mobilization, Demobilization, and Furnish Performance, Payment, Maintenance Bonds, and Insurance in Accordance with the Bid Contract Documents, 5% Maximum of Total Contract Amount	LS	1	\$ 59,500.00	\$ 59,500.00	\$ 100,000.00	\$ 100,000.00
67	02221 02222	Remove and Dispose Existing Utilities Lines, Manholes, and Valves, All Depths, Trees, Flowerbeds, Within the Project Limit, Complete	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
68	02221	Remove and Dispose Offsite of Existing Concrete/Asphalt Pavement, Sidewalks, Base and Driveways, All Thicknesses, Outside of Existing 50-foot R.O.W., Complete (Includes all saw-cutting required)	SY	2,900	\$ 3.50	\$ 10,150.00	\$ 4.00	\$ 11,600.00
69	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction Outside of Existing 50-foot R.O.W. (See Construction Notes), Complete in	CY	14,700	\$ 18.50	\$ 271,950.00	\$ 30.00	\$ 441,000.00
70	HCFCD 02233	Clearing/Grubbing and Disposal at Offsite Location (Pine Gully), Complete in Place	AC	2.52	\$ 9,000.00	\$ 22,680.00	\$ 10,000.00	\$ 25,200.00
71	01411	Implementation of General Terms and Conditions Contained in the United States Army Corps of Engineers (USACE) Permit SWG-2010-01129 and Maintaining Compliance with the Permit Until the Point of Final Completion of the Project.	ALLO WANC E	1	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00

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Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
72	01411	Wetland Plants (used for Wetland Mitigation) Located Along Bend at Intersection of Todville Rd. and Waterfront Dr. as well as Wetland Shelf at Pine Gully, Complete in Place	EA	8,620	\$ 3.75	\$ 32,325.00	\$ 5.50	\$ 47,410.00
73	HCFC D 02378	24 Inch Thick Stone (150 pound boulder) Rip Rap Material (Used at Coastal Easement and at Bath Street Outfall Structure) Complete in Place	CY	500	\$ 105.00	\$ 52,500.00	\$ 80.00	\$ 40,000.00
74	HC 491	4-Inch Thick Slope Paving (Located at Outfall Structures)	SY	1	\$ 250.00	\$ 250.00	\$ 350.00	\$ 350.00
75	02714	Temporary Commercial Driveway, 6" crushed aggregate base or milled asphalt, Complete	EA	9	\$ 1,500.00	\$ 13,500.00	\$ 850.00	\$ 7,650.00
76	DWG	(2) Timber Retaining Walls @ STA: 22+50.95 (Includes all timber, bolts, filter fabric, excavation, backfill, and cement stabilized material associated with wall construction) Complete in Place	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00
77	DWG	(1) Timber Retaining Wall (Includes all timber, bolts, filter fabric, excavation, backfill, and cement stabilized material associated with wall construction)(located in front of Rose's Seafood) Complete in Place	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 105,000.00	\$ 105,000.00
78	DWG	Provide and Install GLO Project Sign, Complete in Place as Required by the Drawings and Specifications.	EA	1	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
Subtotal - Site Preparation and Earthwork						\$ 551,455.00		\$ 849,810.00
Pine Gully Channel Expansion								
79	HCFC D 02120	Remove & Dispose of Reinforced Concrete Pipe, Including Excavation, All Depths	LF	60	\$ 10.00	\$ 600.00	\$ 25.00	\$ 1,500.00
80	DWG	Crushed Granite for Pedestrian/Bike Trail	TON	161	\$ 110.00	\$ 17,710.00	\$ 300.00	\$ 48,300.00
81	HCFC D 02642	24-Inch Corrugated Metal Pipe, Complete in Place	LF	88	\$ 64.00	\$ 5,632.00	\$ 48.00	\$ 4,224.00
82	HCFC D 02631	Backslope Interceptor Structure	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00
83	HCFC D 02921	Furnish, Install, Fertilize and Water Hydro-Mulch Seeding for Erosion Control, From Sidewalk to Future R.O.W., Complete in	AC	5	\$ 1,500.00	\$ 7,500.00	\$ 1,500.00	\$ 7,500.00
84	HCFC D 02361	Furnish, Install, and Remove Reinforced Filter Fabric Fence, Complete in Place.	LF	1,555	\$ 2.00	\$ 3,110.00	\$ 2.75	\$ 4,276.25
85	HCFC D 02364	Furnish, Install, and Remove Rock Filter Dam, Complete in Place.	LF	300	\$ 30.00	\$ 9,000.00	\$ 25.00	\$ 7,500.00

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86	HCFC02364	Furnish, Install, and Remove Reinforced Sand Bag Inlet Protection Barrier, Complete in Place (Stage I)	LF	88	\$ 10.00	\$ 880.00	\$ 10.00	\$ 880.00
87	HCFC02365	Stabilized Construction Exit	SY	111	\$ 30.00	\$ 3,330.00	\$ 15.00	\$ 1,665.00
88	HCFC01580	Provide and Install GLO Project Sign, Complete in Place, As Required by the Drawings and Specifications.	EA	1	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
89	DWG	Relocation of Pedestrian Bridge, Including Construction of New Foundation Pads	LS	1	\$ 26,000.00	\$ 26,000.00	\$ 15,000.00	\$ 15,000.00
Subtotal - Pine Gully Channel Expansion						\$ 77,362.00		\$ 95,445.25
Pavement (Outside of Existing 50-foot R.O.W.)								
90	02336	Manipulation of Lime Stabilized Subgrade, (10 Inch Depth), Complete	SY	68	\$ 4.00	\$ 272.00	\$ 3.00	\$ 204.00
91	02336	Hydrated Lime (Dry)(8% Lime by Dry Weight of Soil), Complete in Place	TON	2	\$ 160.00	\$ 320.00	\$ 185.00	\$ 370.00
92	02751	8-Inch Reinforced Concrete Pavement, Complete in Place	SY	53	\$ 46.00	\$ 2,438.00	\$ 40.00	\$ 2,120.00
93	02771	6-Inch Concrete Curb, Complete in Place	LF	96	\$ 3.00	\$ 288.00	\$ 5.00	\$ 480.00
Subtotal - Pavement (Outside of Existing 50-foot R.O.W.)						\$ 3,318.00		\$ 3,174.00
Water Distribution System								
94	02516	Cut, Plug, and Abandon Existing 12" Water Line, Complete in	EA	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
95	02511	12-Inch PVC C-900 Water Line with Megalug Restraint Joint Pipe, Including Mechanical Joint Fittings (All Depths), Complete in	LF	755	\$ 110.00	\$ 83,050.00	\$ 40.00	\$ 30,200.00
96	02511	12-Inch PVC C-900 Water Line Including Mechanical Joint Fittings (All Depths), Complete in	LF	1130	\$ 60.00	\$ 67,800.00	\$ 40.00	\$ 45,200.00
97	02511	8-Inch PVC C-900 Water Line with Megalug Restraint Joint Pipe, Including Mechanical Joint Fittings (All Depths), Complete in	LF	85	\$ 70.00	\$ 5,950.00	\$ 27.00	\$ 2,295.00
98	02511	8-Inch PVC C-900 Water Line Including Mechanical Joint Fittings (All Depths), Complete in	LF	860	\$ 48.00	\$ 41,280.00	\$ 27.00	\$ 23,220.00
99	02521	6-Inch Gate Valve and Box, Complete in Place	EA	1	\$ 900.00	\$ 900.00	\$ 800.00	\$ 800.00
100	02521	8-Inch Gate Valve and Box, Complete in Place	EA	8	\$ 1,200.00	\$ 9,600.00	\$ 1,500.00	\$ 12,000.00
101	02521	12-Inch Gate Valve and Box, Complete in Place	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 3,520.00	\$ 7,040.00
102	02520	Fire Hydrant Assembly (With 5" Storz Hydrant Nozzle), Including Tee, Lead & 6-Inch Gate Valve, Complete in Place	EA	8	\$ 4,650.00	\$ 37,200.00	\$ 4,000.00	\$ 32,000.00
103	02511	Extra Fittings to Avoid Obstacles, 45-Degree Bends, Complete in Place	EA	8	\$ 600.00	\$ 4,800.00	\$ 500.00	\$ 4,000.00
104	02520	6-Inch PVC C-900 Water Line Fire Hydrant Branch, Complete in Place	LF	125	\$ 28.00	\$ 3,500.00	\$ 35.00	\$ 4,375.00

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Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
105	02512	Water Tap and Polyethylene Service Line for 3/4-Inch through 1-Inch Water Line (Short Side), Includes Tap, Sleeve, and Corporation Stop, Complete in Place and Operational, Complete in Place	EA	13	\$ 450.00	\$ 5,850.00	\$ 500.00	\$ 6,500.00
106	02512	Water Tap and Polyethylene Service Line for 3/4-Inch through 1-Inch Water Line (Long Side), Includes Tap, Sleeve, and Corporation Stop, Complete in Place and Operational, Complete in Place	EA	6	\$ 900.00	\$ 5,400.00	\$ 600.00	\$ 3,600.00
107	02512	Water Tap and Polyethylene Service Line for 1.5-Inch through 2-Inch Water Line (Short Side), Includes Tap, Sleeve, and Corporation Stop, Complete in Place and Operational, Complete in Place	EA	1	\$ 850.00	\$ 850.00	\$ 500.00	\$ 500.00
108	02512	Water Tap and Polyethylene Service Line for 1.5-Inch through 2-Inch Water Line (Long Side), Includes Tap, Sleeve, and Corporation Stop, Complete in Place and Operational, Complete in Place	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 600.00	\$ 1,200.00
109	02512	Relocation of Water Meter, Includes Labor, Materials, and Equipment, Complete in Place	EA	24	\$ 325.00	\$ 7,800.00	\$ 300.00	\$ 7,200.00
110	01578	Well Pointing for Water Line, Complete (Minimum \$25.00 per LF bid price)	LF	100	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
111	02513	Wet Connection, Complete	EA	3	\$ 750.00	\$ 2,250.00	\$ 600.00	\$ 1,800.00
112	01561	Trench Safety for Water Line, All Depths, Complete	LF	2,368	\$ 0.25	\$ 592.00	\$ 2.00	\$ 4,736.00
Subtotal - Water Distribution System						\$ 287,722.00		\$ 190,166.00
Sanitary Sewer System								
113	02534	6-Inch PVC Sanitary Sewer Service Connections, SDR 26, Complete in Place	LF	260	\$ 57.00	\$ 14,820.00	\$ 37.00	\$ 9,620.00
114	02531	8-Inch PVC Sanitary Sewer Pipe, SDR 26, Complete in Place	LF	1,362	\$ 55.00	\$ 74,910.00	\$ 40.00	\$ 54,480.00
115	02531	10-Inch PVC Sanitary Sewer Pipe, SDR 26, Complete in Place	LF	1,645	\$ 60.00	\$ 98,700.00	\$ 91.00	\$ 149,695.00
116	02531	12-Inch PVC Sanitary Sewer Pipe, SDR 35, Complete in Place	LF	145	\$ 63.00	\$ 9,135.00	\$ 115.00	\$ 16,675.00
117	02082	4' Diameter Precast Sanitary Sewer Manhole (Up to 8' Deep, Includes Inflow Protection Devices), Sealed and Watertight, Complete in Place	EA	16	\$ 3,800.00	\$ 60,800.00	\$ 5,500.00	\$ 88,000.00
118	02082 02084	4' Diameter Manhole (Extra Depth Greater than 8')	VF	20	\$ 200.00	\$ 4,000.00	\$ 750.00	\$ 15,000.00
119	02534	Connect Proposed 12-Inch Sanitary Sewer Pipe to Existing Sanitary Sewer Manhole, Complete	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 2,050.00	\$ 2,050.00

Client: CITY OF SEABROOK
 Project Name: WATERFRONT DRIVE RECONSTRUCTION
 Bid Date: APRIL 23, 2013

					Bidder No. 1		Bidder No. 2	
					Angel Brothers Enterprises, Ltd.		Tropical Contracting, LLC	
Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
120	02082	Manhole Vent for Sealed Sanitary Sewer Manhole, (includes all items to complete venting; vent pipe, decorative banner pole, and sealing procedure) Complete in	EA	16	\$ 2,450.00	\$ 39,200.00	\$ 3,500.00	\$ 56,000.00
121	02086	Adjust Existing Sanitary Manhole Along Todville Road to Prop. Grade, Complete in Place	EA	4	\$ 650.00	\$ 2,600.00	\$ 1,000.00	\$ 4,000.00
122	01561	Trench Safety for Sanitary Sewer, All Depths, Complete	LF	3,152	\$ 1.00	\$ 3,152.00	\$ 2.00	\$ 6,304.00
123	01578	Well Pointing for Sanitary Sewer, Complete (Minimum \$25.00 per LF bid price)	LF	3,152	\$ 25.00	\$ 78,800.00	\$ 25.00	\$ 78,800.00
124	02317	Extra Excavation (Trench for Road Crossing Near Intersection of Todville and Waterfront), Complete	LF	30	\$ 125.00	\$ 3,750.00	\$ 50.00	\$ 1,500.00
Subtotal - Sanitary Sewer System						\$ 391,067.00		\$ 482,124.00
Storm Water Pollution Prevention Plan (SWPPP)								
125	02921	Furnish, Install, Fertilize and Water Hydro-Mulch Seeding for Erosion Control, From Sidewalk to Future R.O.W., Complete	AC	1.7	\$ 1,500.00	\$ 2,550.00	\$ 1,500.00	\$ 2,550.00
Subtotal - Storm Water Pollution Prevention Plan						\$ 2,550.00		\$ 2,550.00
RESTORATION OF INDIVIDUAL PARCELS								
Parcel 1								
126	02921	Furnish, Install, Fertilize and Water Hydro-Mulch Seeding for Erosion Control, Complete	AC	0.35	\$ 1,500.00	\$ 525.00	\$ 3,000.00	\$ 1,050.00
127	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in	CY	2,140	\$ 18.50	\$ 39,590.00	\$ 25.00	\$ 53,500.00
Parcel 1 Total						\$ 40,115.00		\$ 54,550.00
Parcel 2								
128	02221	Remove and Dispose Offsite of Existing Concrete/Asphalt Pavement, Sidewalks, Base and Driveways, All Thicknesses, Complete (Includes all saw-cutting required)	SY	804	\$ 12.00	\$ 9,648.00	\$ 4.00	\$ 3,216.00
129	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in	CY	128	\$ 18.50	\$ 2,368.00	\$ 25.00	\$ 3,200.00
130	02751	6-Inch Reinforced Concrete Pavement, Complete in Place	SY	485	\$ 50.00	\$ 24,250.00	\$ 37.00	\$ 17,945.00
131	02321	6-Inch Cement Stabilized Sand Base Complete in Place	CY	80	\$ 75.00	\$ 6,000.00	\$ 85.00	\$ 6,800.00
132	02771	6-Inch Reinforced Concrete Curb, Complete in Place	LF	215	\$ 5.00	\$ 1,075.00	\$ 5.00	\$ 1,075.00
133	02767	Type II Pavement Markings (4" White Solid), Complete In Place as Required by the Drawings and Specifications	LF	200	\$ 1.00	\$ 200.00	\$ 0.75	\$ 150.00
134	DWG	Remove/Store Light Standard and Replace Light Standard and Concrete Foundation, Complete in Place	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00

Client: CITY OF SEABROOK
 Project Name: WATERFRONT DRIVE RECONSTRUCTION
 Bid Date: APRIL 23, 2013

					Bidder No. 1		Bidder No. 2	
					Angel Brothers Enterprises, Ltd.		Tropical Contracting, LLC	
Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
135	02581	Electrical Conduit	LF	50	\$ 37.00	\$ 1,850.00	\$ 7.00	\$ 350.00
136	02631	12-Inch HDPE Storm Sewer, Complete in Place	LF	118	\$ 40.00	\$ 4,720.00	\$ 28.00	\$ 3,304.00
137	02631	18-Inch HDPE Storm Sewer, Complete in Place	LF	26	\$ 45.00	\$ 1,170.00	\$ 60.00	\$ 1,560.00
138	02633	Concrete Inlet, Type "A", Stage I & II, Complete in Place	EA	3	\$ 1,600.00	\$ 4,800.00	\$ 2,400.00	\$ 7,200.00
139	01561	Trench Safety for Storm Sewer, All Depths, Complete	LF	144	\$ 0.50	\$ 72.00	\$ 2.00	\$ 288.00
Parcel 2 Total						\$ 61,153.00		\$ 48,088.00
Parcel 11								
140	02221	Remove and Dispose Offsite of Existing Concrete/Asphalt Pavement, Sidewalks, Base and Driveways, All Thicknesses, Complete (Includes all saw-cutting required)	SY	425	\$ 12.00	\$ 5,100.00	\$ 4.00	\$ 1,700.00
141	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in	CY	111	\$ 18.50	\$ 2,053.50	\$ 25.00	\$ 2,775.00
142	02751	6-Inch Reinforced Concrete Pavement, Complete in Place	SY	150	\$ 50.00	\$ 7,500.00	\$ 37.00	\$ 5,550.00
143	02321	6-Inch Cement Stabilized Sand Base Complete in Place	CY	25	\$ 75.00	\$ 1,875.00	\$ 85.00	\$ 2,125.00
144	02631	12-Inch HDPE Storm Sewer, Complete in Place	LF	27	\$ 40.00	\$ 1,080.00	\$ 28.00	\$ 756.00
145	02633	Concrete Inlet, Type "A", Stage I & II, Complete in Place	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 2,400.00	\$ 2,400.00
146	02771	6-Inch Reinforced Concrete Curb, Complete in Place	LF	172	\$ 5.00	\$ 860.00	\$ 5.00	\$ 860.00
147	02767	Type II Pavement Markings (4" White Solid), Complete In Place as Required by the Drawings and Specifications	LF	650	\$ 1.00	\$ 650.00	\$ 0.75	\$ 487.50
148	DWG	Furnish and Install Parking Stall Bump Stop, Complete In Place	EA	18	\$ 57.00	\$ 1,026.00	\$ 75.00	\$ 1,350.00
149	01578	Well Pointing for Storm Sewer, Complete (Minimum \$25.00 per LF bid price)	LF	27	\$ 25.00	\$ 675.00	\$ 25.00	\$ 675.00
150	01561	Trench Safety for Storm Sewer, All Depths, Complete	LF	27	\$ 0.50	\$ 13.50	\$ 2.00	\$ 54.00
Parcel 11 Total						\$ 22,433.00		\$ 18,732.50
Parcel 12								
151	02221	Remove and Dispose Offsite of Existing Concrete/Asphalt Pavement, Sidewalks, Base and Driveways, All Thicknesses, Complete (Includes all saw-cutting required)	SY	698	\$ 12.00	\$ 8,376.00	\$ 4.00	\$ 2,792.00
152	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in	CY	112	\$ 18.50	\$ 2,072.00	\$ 25.00	\$ 2,800.00
153	02751	6-Inch Reinforced Concrete Pavement, Complete in Place	SY	490	\$ 50.00	\$ 24,500.00	\$ 37.00	\$ 18,130.00
154	02321	6-Inch Cement Stabilized Sand Base Complete in Place	CY	82	\$ 75.00	\$ 6,150.00	\$ 85.00	\$ 6,970.00
155	02771	6-Inch Reinforced Concrete Curb, Complete in Place	LF	111	\$ 5.00	\$ 555.00	\$ 10.00	\$ 1,110.00

Client: CITY OF SEABROOK
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					Bidder No. 1		Bidder No. 2	
					Angel Brothers Enterprises, Ltd.		Tropical Contracting, LLC	
Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
156	02767	Type II Pavement Markings (4" White Solid), Complete In Place as Required by the Drawings and Specifications	LF	150	\$ 1.00	\$ 150.00	\$ 0.75	\$ 112.50
157	DWG	Remove/Store Light Standard and Replace Light Standard, Complete in Place	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 1,300.00	\$ 1,300.00
158	02631	12-Inch HDPE Storm Sewer, Complete in Place	LF	19	\$ 40.00	\$ 760.00	\$ 28.00	\$ 532.00
159	02631	24-Inch Reinforced Concrete Pipe C-76 Type III, With Rubber Gaskets, Complete in Place	LF	61	\$ 78.00	\$ 4,758.00	\$ 41.00	\$ 2,501.00
160	02633	Concrete Inlet, Type "A", Stage I & II, Complete in Place	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 2,400.00	\$ 4,800.00
161	02534	6-Inch PVC Sanitary Sewer Service Connections, SDR 26, Complete in Place	LF	34	\$ 72.00	\$ 2,448.00	\$ 37.00	\$ 1,258.00
162	02581	Electrical Conduit	LF	50	\$ 25.00	\$ 1,250.00	\$ 7.00	\$ 350.00
163	01578	Well Pointing for Storm Sewer, Complete (Minimum \$25.00 per LF bid price)	LF	19	\$ 25.00	\$ 475.00	\$ 25.00	\$ 475.00
164	01561	Trench Safety for Storm Sewer, All Depths, Complete	LF	80	\$ 0.50	\$ 40.00	\$ 2.00	\$ 160.00
Parcel 12 Total						\$ 58,134.00		\$ 43,290.50
Parcel 13								
165	02221	Remove and Dispose Offsite of Existing Concrete/Asphalt Pavement, Sidewalks, Base and Driveways, All Thicknesses, Complete (Includes all saw-cutting required)	SY	263	\$ 12.00	\$ 3,156.00	\$ 4.00	\$ 1,052.00
166	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in	CY	77	\$ 18.50	\$ 1,424.50	\$ 25.00	\$ 1,925.00
167	02751	6-Inch Reinforced Concrete Pavement, Complete in Place	SY	90	\$ 50.00	\$ 4,500.00	\$ 37.00	\$ 3,330.00
168	02321	6-Inch Cement Stabilized Sand Base Complete in Place	CY	15	\$ 75.00	\$ 1,125.00	\$ 85.00	\$ 1,275.00
169	02771	6-Inch Reinforced Concrete Curb, Complete in Place	LF	91	\$ 5.00	\$ 455.00	\$ 5.00	\$ 455.00
170	02633	Concrete Inlet, Type "A", Stage I & II, Complete in Place	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 2,400.00	\$ 2,400.00
171	02631	18-Inch Reinforced Concrete Pipe C-76 Type III, With Rubber Gaskets, Complete in Place	LF	38	\$ 73.00	\$ 2,774.00	\$ 37.00	\$ 1,406.00
172	02534	6-Inch PVC Sanitary Sewer Service Connections, SDR 26, Complete in Place	LF	49	\$ 72.00	\$ 3,528.00	\$ 37.00	\$ 1,813.00
173	02767	Type II Pavement Markings (4" White Solid), Complete In Place as Required by the Drawings and Specifications	LF	160	\$ 1.00	\$ 160.00	\$ 0.75	\$ 120.00
174	HC 624 (646) (649)	Furnish and Install Ground Mount Handicap Signs (R7-8, R7-8A), Complete in Place and in Accordance with Drawings and Specifications	EA	1	\$ 157.00	\$ 157.00	\$ 250.00	\$ 250.00

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					Bidder No. 1		Bidder No. 2	
					Angel Brothers Enterprises, Ltd.		Tropical Contracting, LLC	
Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
175	02767	Handicap Pavement Markings (Symbol), Complete In Place as Required by the Drawings and Specifications	EA	1	\$ 70.00	\$ 70.00	\$ 350.00	\$ 350.00
176	DWG	Furnish and Install Parking Stall Bump Stop, Complete In Place	EA	3	\$ 57.00	\$ 171.00	\$ 75.00	\$ 225.00
177	02581	1.25-Inch HDPE Electrical Conduit, Complete in Place	LF	70	\$ 18.00	\$ 1,260.00	\$ 7.00	\$ 490.00
178	01561	Trench Safety for Storm Sewer, All Depths, Complete	LF	38	\$ 0.50	\$ 19.00	\$ 2.00	\$ 76.00
Parcel 13 Total						\$ 20,599.50		\$ 15,167.00
Parcel 14								
179	02631	18-Inch HDPE Storm Sewer, Complete in Place	LF	6	\$ 45.00	\$ 270.00	\$ 39.00	\$ 234.00
180	02633	Concrete Inlet, Type "A", Stage I & II, Complete in Place	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 2,300.00	\$ 2,300.00
181	01561	Trench Safety for Storm Sewer, All Depths, Complete	LF	6	\$ 0.50	\$ 3.00	\$ 2.00	\$ 12.00
Parcel 14 Total						\$ 2,073.00		\$ 2,546.00
Parcel 15								
182	02221	Remove and Dispose Offsite of Existing Concrete/Asphalt Pavement, Sidewalks, Base and Driveways, All Thicknesses, Complete (Includes all saw-cutting required)	SY	112	\$ 12.00	\$ 1,344.00	\$ 4.00	\$ 448.00
183	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in	CY	6	\$ 18.50	\$ 111.00	\$ 25.00	\$ 150.00
184	02751	6-Inch Reinforced Concrete Pavement, Complete in Place	SY	35	\$ 50.00	\$ 1,750.00	\$ 38.00	\$ 1,330.00
185	02321	6-Inch Cement Stabilized Sand Base Complete in Place	CY	6	\$ 75.00	\$ 450.00	\$ 85.00	\$ 510.00
186	02771	6-Inch Reinforced Concrete Curb, Complete in Place	LF	40	\$ 5.00	\$ 200.00	\$ 5.00	\$ 200.00
187	02086	Adjust Existing Manholes	EA	3	\$ 450.00	\$ 1,350.00	\$ 700.00	\$ 2,100.00
188	02631	15-Inch HPDE, Complete in Place	LF	30	\$ 40.00	\$ 1,200.00	\$ 30.00	\$ 900.00
189	ADS 001 02631	15-Inch DuraSlot Trench Drain (Including Pipe, Grate, Concrete, and Backfill), As Shown on Plans, Complete	LF	34	\$ 217.00	\$ 7,378.00	\$ 150.00	\$ 5,100.00
190	02534	6-Inch PVC Sanitary Sewer Service Connections, SDR 26, Complete in Place	LF	10	\$ 126.00	\$ 1,260.00	\$ 37.00	\$ 370.00
191	02581	1.25-Inch HDPE Electrical Conduit, Complete in Place	LF	20	\$ 12.00	\$ 240.00	\$ 7.00	\$ 140.00
192	01561	Trench Safety for Storm Sewer, All Depths, Complete	LF	64	\$ 0.50	\$ 32.00	\$ 2.00	\$ 128.00
Parcel 15 Total						\$ 15,315.00		\$ 11,376.00
Parcel 17								
193	02221	Remove and Dispose Offsite of Existing Concrete/Asphalt Pavement, Sidewalks, Base and Driveways, All Thicknesses, Complete (Includes all saw-cutting required)	SY	83	\$ 12.00	\$ 996.00	\$ 4.00	\$ 332.00

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 Project Name: WATERFRONT DRIVE RECONSTRUCTION
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					Bidder No. 1		Bidder No. 2	
					Angel Brothers Enterprises, Ltd.		Tropical Contracting, LLC	
Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
194	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in	CY	7	\$ 18.50	\$ 129.50	\$ 25.00	\$ 175.00
195	02751	6-Inch Reinforced Concrete Pavement, Complete in Place	SY	22	\$ 50.00	\$ 1,100.00	\$ 38.00	\$ 836.00
196	02321	6-Inch Cement Stabilized Sand Base Complete in Place	CY	4	\$ 75.00	\$ 300.00	\$ 85.00	\$ 340.00
197	DWG	Reconstruct Concrete Masonry Wall, Complete in Place	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 15,000.00	\$ 15,000.00
198	02581	1.25-Inch HDPE Electrical Conduit, Complete in Place	LF	10	\$ 18.00	\$ 180.00	\$ 7.00	\$ 70.00
Parcel 17 Total						\$ 4,205.50		\$ 16,753.00
Parcel 18								
199	02221	Remove and Dispose Offsite of Existing Concrete/Asphalt Pavement, Sidewalks, Base and Driveways, All Thicknesses, Complete (Includes all saw-cutting required)	SY	83	\$ 12.00	\$ 996.00	\$ 4.00	\$ 332.00
200	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in	CY	8	\$ 18.50	\$ 148.00	\$ 25.00	\$ 200.00
201	02741 02742 02743	2 Inch HMA Asphalt, Complete in Place	TON	3	\$ 200.00	\$ 600.00	\$ 110.00	\$ 330.00
202	02713	8-Inch Crushed Concrete Base	CY	5	\$ 120.00	\$ 600.00	\$ 40.00	\$ 200.00
203	02321	6-Inch Cement Stabilized Sand Base Complete in Place	CY	4	\$ 75.00	\$ 300.00	\$ 85.00	\$ 340.00
204	02631	24-Inch Reinforced Concrete Pipe C-76 Type III, With Rubber Gaskets, Complete in Place	LF	31	\$ 76.00	\$ 2,356.00	\$ 41.00	\$ 1,271.00
205	02633	Concrete Inlet, Type "A", Stage I & II, Complete in Place	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 2,300.00	\$ 2,300.00
206	02534	6-Inch PVC Sanitary Sewer Service Connections, SDR 26, Complete in Place	LF	10	\$ 126.00	\$ 1,260.00	\$ 37.00	\$ 370.00
207	01578	Well Pointing for Storm Sewer, Complete (Minimum \$25.00 per LF bid price)	LF	31	\$ 25.00	\$ 775.00	\$ 25.00	\$ 775.00
208	01561	Trench Safety for Storm Sewer, All Depths, Complete	LF	31	\$ 0.50	\$ 15.50	\$ 2.00	\$ 62.00
Parcel 18 Total						\$ 8,850.50		\$ 6,180.00
Parcel 19								
209	02221	Remove and Dispose Offsite of Existing Concrete/Asphalt Pavement, Sidewalks, Base and Driveways, All Thicknesses, Complete (Includes all saw-cutting required)	SY	342	\$ 12.00	\$ 4,104.00	\$ 4.00	\$ 1,368.00
210	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in	CY	111	\$ 18.50	\$ 2,053.50	\$ 25.00	\$ 2,775.00
211	02751	6-Inch Reinforced Concrete Pavement, Complete in Place	SY	172	\$ 50.00	\$ 8,600.00	\$ 37.00	\$ 6,364.00
212	02321	6-Inch Cement Stabilized Sand Base Complete in Place	CY	29	\$ 75.00	\$ 2,175.00	\$ 85.00	\$ 2,465.00

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					Bidder No. 1		Bidder No. 2	
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Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
213	02771	6-Inch Reinforced Concrete Curb, Complete in Place	LF	80	\$ 5.00	\$ 400.00	\$ 5.00	\$ 400.00
214	02631	12-Inch HDPE Storm Sewer, Complete in Place	LF	12	\$ 40.00	\$ 480.00	\$ 28.00	\$ 336.00
215	02631	24-Inch Reinforced Concrete Pipe C-76 Type III, With Rubber Gaskets, Complete in Place	LF	64	\$ 76.00	\$ 4,864.00	\$ 41.00	\$ 2,624.00
216	02633	Concrete Inlet, Type "A", Stage I & II, Complete in Place	EA	2	\$ 1,600.00	\$ 3,200.00	\$ 2,300.00	\$ 4,600.00
217	02633	12"x12" Area Inlet, Complete in Place	EA	12	\$ 1,500.00	\$ 18,000.00	\$ 600.00	\$ 7,200.00
218	02631	10-Inch HDPE Storm Sewer, Complete in Place	LF	190	\$ 45.00	\$ 8,550.00	\$ 23.00	\$ 4,370.00
219	02767	Type II Pavement Markings (4" White Solid), Complete In Place as Required by the Drawings and Specifications	LF	115	\$ 1.00	\$ 115.00	\$ 0.75	\$ 86.25
220	02534	6-Inch PVC Sanitary Sewer Service Connections, SDR 26, Complete in Place	LF	10	\$ 128.00	\$ 1,280.00	\$ 37.00	\$ 370.00
221	02581	1.25-Inch HDPE Electrical Conduit, Complete in Place	LF	48	\$ 18.00	\$ 864.00	\$ 7.00	\$ 336.00
222	01578	Well Pointing for Storm Sewer, Complete (Minimum \$25.00 per LF bid price)	LF	76	\$ 25.00	\$ 1,900.00	\$ 25.00	\$ 1,900.00
223	01561	Trench Safety for Storm Sewer, All Depths, Complete	LF	266	\$ 0.50	\$ 133.00	\$ 2.00	\$ 532.00
Parcel 19 Total						\$ 56,718.50		\$ 35,726.25
Parcel 22								
224	02221	Remove and Dispose Offsite of Existing Concrete/Asphalt Pavement, Sidewalks, Base and Driveways, All Thicknesses, Complete (Includes all saw-cutting required)	SY	145	\$ 12.00	\$ 1,740.00	\$ 4.00	\$ 580.00
225	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in Place	CY	34	\$ 18.50	\$ 629.00	\$ 25.00	\$ 850.00
226	ADS 001 02631	15-Inch DuraSlot Trench Drain (Including Pipe, Grate, Concrete, and Backfill), As Shown on Plans, Complete	LF	12	\$ 217.00	\$ 2,604.00	\$ 150.00	\$ 1,800.00
227	02631	15-Inch HPDE, Complete in Place	LF	48	\$ 40.00	\$ 1,920.00	\$ 30.00	\$ 1,440.00
228	02633	Concrete Inlet, Type "A", Stage I & II, Complete in Place	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 2,400.00	\$ 2,400.00
229	02534	6-Inch PVC Sanitary Sewer Service Connections, SDR 26, Complete in Place	LF	44	\$ 68.00	\$ 2,992.00	\$ 37.00	\$ 1,628.00
230	02581	1.25-Inch HDPE Electrical Conduit, Complete in Place	LF	89	\$ 18.00	\$ 1,602.00	\$ 7.00	\$ 623.00
231	DWG	Gas Main Reconnection	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
232	01578	Well Pointing for Storm Sewer, Complete (Minimum \$25.00 per LF bid price)	LF	42	\$ 25.00	\$ 1,050.00	\$ 25.00	\$ 1,050.00
233	01561	Trench Safety for Storm Sewer, All Depths, Complete	LF	60	\$ 0.50	\$ 30.00	\$ 2.00	\$ 120.00
Parcel 22 Total						\$ 15,667.00		\$ 10,991.00

Client: CITY OF SEABROOK
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 Bid Date: APRIL 23, 2013

					Bidder No. 1		Bidder No. 2	
					Angel Brothers Enterprises, Ltd.		Tropical Contracting, LLC	
Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
Parcel 23 & 27								
234	02921	Furnish, Install, Fertilize and Water Hydro-Mulch Seeding for Erosion Control, Complete	AC	1.58	\$ 1,500.00	\$ 2,370.00	\$ 1,250.00	\$ 1,975.00
235	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Clearing, Excavation, Hauling, and Compaction,	CY	11,780	\$ 18.50	\$ 217,930.00	\$ 25.00	\$ 294,500.00
Parcel 23 & 27 Total						\$ 220,300.00		\$ 296,475.00
Parcel 24								
236	02921	Furnish, Install, Fertilize and Water Hydro-Mulch Seeding for Erosion Control, Complete	AC	0.30	\$ 1,500.00	\$ 450.00	\$ 4,000.00	\$ 1,200.00
237	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in Place	CY	1,560	\$ 18.50	\$ 28,860.00	\$ 25.00	\$ 39,000.00
Parcel 24 Total						\$ 29,310.00		\$ 40,200.00
Parcel 25								
238	02221	Remove and Dispose Offsite of Existing Concrete/Asphalt Pavement, Sidewalks, Base and Driveways, All Thicknesses, Complete (Includes all saw-cutting required)	SY	385	\$ 12.00	\$ 4,620.00	\$ 4.00	\$ 1,540.00
239	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in	CY	110	\$ 18.50	\$ 2,035.00	\$ 25.00	\$ 2,750.00
240	02751	6-Inch Reinforced Concrete Pavement, Complete in Place	SY	241	\$ 50.00	\$ 12,050.00	\$ 37.00	\$ 8,917.00
241	02321	6-Inch Cement Stabilized Sand Base Complete in Place	CY	40	\$ 75.00	\$ 3,000.00	\$ 85.00	\$ 3,400.00
242	02771	6-Inch Reinforced Concrete Curb, Complete in Place	LF	110	\$ 5.00	\$ 550.00	\$ 7.00	\$ 770.00
243	02631	15-Inch HPDE, Complete in Place	LF	6	\$ 50.00	\$ 300.00	\$ 30.00	\$ 180.00
244	02631	18-Inch Reinforced Concrete Pipe C-76 Type III, With Rubber Gaskets, Complete in Place	LF	38	\$ 73.00	\$ 2,774.00	\$ 37.00	\$ 1,406.00
245	02633	Concrete Inlet, Type "A", Stage I & II, Complete in Place	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 2,400.00	\$ 4,800.00
246	02534	6-Inch PVC Sanitary Sewer Service Connections, SDR 26, Complete in Place	LF	110	\$ 60.00	\$ 6,600.00	\$ 37.00	\$ 4,070.00
247	02581	1.25-Inch HDPE Electrical Conduit, Complete in Place	LF	15	\$ 18.00	\$ 270.00	\$ 7.00	\$ 105.00
248	02767	Type II Pavement Markings (4" White Solid), Complete In Place as Required by the Drawings and Specifications	LF	170	\$ 1.00	\$ 170.00	\$ 0.75	\$ 127.50
249	HC 624 (646) (649)	Furnish and Install Ground Mount Handicap Signs (R7-8, R7-8A), Complete in Place and in Accordance with Drawings and Specifications	EA	1	\$ 157.00	\$ 157.00	\$ 250.00	\$ 250.00

Client: CITY OF SEABROOK
 Project Name: WATERFRONT DRIVE RECONSTRUCTION
 Bid Date: APRIL 23, 2013

					Bidder No. 1		Bidder No. 2	
					Angel Brothers Enterprises, Ltd.		Tropical Contracting, LLC	
Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
250	02767	Handicap Pavement Markings (Symbol), Complete In Place as Required by the Drawings and Specifications	EA	1	\$ 70.00	\$ 70.00	\$ 250.00	\$ 250.00
251	DWG	Furnish and Install Parking Stall Bump Stop, Complete In Place	EA	1	\$ 57.00	\$ 57.00	\$ 75.00	\$ 75.00
252	01561	Trench Safety for Storm Sewer, All Depths, Complete	LF	6	\$ 0.50	\$ 3.00	\$ 2.00	\$ 12.00
Parcel 25 Total						\$ 36,256.00		\$ 28,652.50
Parcel 26								
253	02921	Furnish, Install, Fertilize and Water Hydro-Mulch Seeding for Erosion Control, Complete	AC	0.43	\$ 1,500.00	\$ 645.00	\$ 3,000.00	\$ 1,290.00
254	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in	CY	1,175	\$ 18.50	\$ 21,737.50	\$ 25.00	\$ 29,375.00
Parcel 26 Total						\$ 22,382.50		\$ 30,665.00
Parcel 28								
255	02921	Furnish, Install, Fertilize and Water Hydro-Mulch Seeding for Erosion Control, Complete	AC	0.60	\$ 1,500.00	\$ 900.00	\$ 2,250.00	\$ 1,350.00
256	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in	CY	4,278	\$ 18.50	\$ 79,143.00	\$ 30.00	\$ 128,340.00
Parcel 28 Total						\$ 80,043.00		\$ 129,690.00
Parcel 29								
257	02921	Furnish, Install, Fertilize and Water Hydro-Mulch Seeding for Erosion Control, Complete	AC	0.15	\$ 1,500.00	\$ 225.00	\$ 8,000.00	\$ 1,200.00
258	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, Complete in	CY	1,070	\$ 18.50	\$ 19,795.00	\$ 25.00	\$ 26,750.00
Parcel 29 Total						\$ 20,020.00		\$ 27,950.00
Parcel 31								
259	02532	Reconnect Sanitary Service Connection to Prop. Sanitary Manhole MH#15	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
Parcel 31 Total						\$ 4,000.00		\$ 3,000.00
TOTAL, BASE BID PRICE						\$ 3,786,593.00		\$ 4,205,231.50
ALTERNATE BID ITEMS								
Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
ALTERNATE 1: Sidewalk (EDA Funded)								
260	02775	4.5-Inch Thick Concrete Sidewalk, Complete in Place	SF	20,650	\$ 4.75	\$ 98,087.50	\$ 5.00	\$ 103,250.00
261	02775	Type 9 Concrete Wheelchair Ramp, Complete in Place	EA	12	\$ 1,000.00	\$ 12,000.00	\$ 1,000.00	\$ 12,000.00
262	02775	Type 7 Concrete Wheelchair Ramp, Complete in Place	EA	33	\$ 1,000.00	\$ 33,000.00	\$ 1,000.00	\$ 33,000.00
TOTAL ALTERNATE 1: SIDEWALK						\$ 143,087.50		\$ 148,250.00
ALTERNATE 2: Side Street Parking (EDA Funded)								
Site Preparation and Earthwork								

Client: CITY OF SEABROOK
 Project Name: WATERFRONT DRIVE RECONSTRUCTION
 Bid Date: APRIL 23, 2013

					Bidder No. 1		Bidder No. 2	
					Angel Brothers Enterprises, Ltd.		Tropical Contracting, LLC	
Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
263	02221	Remove and Dispose of Existing Concrete/Asphalt Pavement, Base and Driveways, All Thicknesses, Inside of Existing 50-foot R.O.W., Complete (Includes all saw-cutting required)	SY	2,900	\$ 5.00	\$ 14,500.00	\$ 4.00	\$ 11,600.00
264	02921	Furnish, Install, Fertilize and Water Hydro-Mulch Seeding for Erosion Control, From Sidewalk to Future R.O.W., Complete	AC	0.4	\$ 1,500.00	\$ 600.00	\$ 3,000.00	\$ 1,200.00
265	02319 02330	Embankment Material from Offsite Location (Pine Gully), Including Excavation, Hauling, and Compaction, From Side Street Radius to End of Street, Complete in Place	CY	3,800	\$ 18.50	\$ 70,300.00	\$ 25.00	\$ 95,000.00
266	02336	Manipulation of Lime Stabilized Subgrade, (10 Inch), Complete	SY	4,130	\$ 5.00	\$ 20,650.00	\$ 3.00	\$ 12,390.00
267	02336	Hydrated Lime (Dry)(8% Lime by Dry Weight of Soil), Complete in Place	TON	142	\$ 160.00	\$ 22,720.00	\$ 185.00	\$ 26,270.00
268	02751	6-Inch Reinforced Concrete Pavement, Complete in Place	SY	3,860	\$ 40.00	\$ 154,400.00	\$ 39.00	\$ 150,540.00
269	02771	6-Inch Concrete Curb, Complete in Place	LF	1,812	\$ 3.00	\$ 5,436.00	\$ 5.00	\$ 9,060.00
270	02775	4.5-Inch Thick Concrete Sidewalk, Complete in Place	SF	3,345	\$ 5.00	\$ 16,725.00	\$ 5.00	\$ 16,725.00
271	02741 02742 02743	2 Inch HMA Asphalt, Complete in Place	TON	8	\$ 200.00	\$ 1,600.00	\$ 125.00	\$ 1,000.00
272	02713	8" Crushed Concrete Base	CY	115	\$ 75.00	\$ 8,625.00	\$ 45.00	\$ 5,175.00
273	02775	Type 7 Concrete Wheelchair Ramp, Complete in Place	EA	9	\$ 1,000.00	\$ 9,000.00	\$ 1,000.00	\$ 9,000.00
274	HC 537	Parking Stall Bump Stops, Complete in Place	EA	42	\$ 57.00	\$ 2,394.00	\$ 75.00	\$ 3,150.00
275	02767	Furnish and Install Handicap Parking Sign, Complete in Place and in Accordance with Drawings and Specifications	EA	5	\$ 157.00	\$ 785.00	\$ 250.00	\$ 1,250.00
276	02767	Type I Pavement Markings (4" Yellow Solid), Complete In Place as Required by the Drawings and Specifications	LF	156	\$ 0.75	\$ 117.00	\$ 0.75	\$ 117.00
277	02767	Type II Pavement Markings (4" Yellow Solid)(Area Within Loading Zone), Complete In Place as Required by the Drawings and Specifications	LF	190	\$ 0.60	\$ 114.00	\$ 0.75	\$ 142.50
278	02767	Type II Pavement Markings (1' Yellow Letters "LOADING ZONE"), Complete in Place	EA	11	\$ 105.00	\$ 1,155.00	\$ 50.00	\$ 550.00
279	HC 624 (646) (649)	Furnish and Install Ground Mount Loading Zone Sign (R7-6), Complete in Place and in Accordance with Drawings and Specifications	EA	2	\$ 175.00	\$ 350.00	\$ 250.00	\$ 500.00
280	02767	Type II Pavement Markings (4" White Solid), Complete In Place as Required by the Drawings and Specifications	LF	2,240	\$ 0.60	\$ 1,344.00	\$ 0.70	\$ 1,568.00

Client: CITY OF SEABROOK
 Project Name: WATERFRONT DRIVE RECONSTRUCTION
 Bid Date: APRIL 23, 2013

					Bidder No. 1		Bidder No. 2	
					Angel Brothers Enterprises, Ltd.		Tropical Contracting, LLC	
Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
281	02767	Handicap Pavement Markings (Symbol), Complete In Place as Required by the Drawings and Specifications	EA	5	\$ 70.00	\$ 350.00	\$ 150.00	\$ 750.00
282	02764	Raised Reflectorized Pavement Markers (Type II, A-A), Complete in Place, as Required by the Drawings and Specifications	EA	6	\$ 3.50	\$ 21.00	\$ 5.00	\$ 30.00
283	02631	24-Inch Reinforced Concrete Pipe C-76 Type III, With Rubber Gaskets, Complete in Place	LF	275	\$ 71.00	\$ 19,525.00	\$ 45.00	\$ 12,375.00
284	01578	Well Pointing for Storm Sewer, Complete (Minimum \$25.00 per LF bid price)	LF	138	\$ 25.00	\$ 3,450.00	\$ 25.00	\$ 3,450.00
285	02633	Concrete Inlet, Type "A", Stage I & II, Complete in Place	EA	4	\$ 1,600.00	\$ 6,400.00	\$ 2,300.00	\$ 9,200.00
286	01561	Trench Safety for Storm Sewer, All Depths, Complete	LF	275	\$ 0.50	\$ 137.50	\$ 2.00	\$ 550.00
TOTAL ALTERNATE 2: SIDE STREET PARKING						\$ 360,698.50		\$ 371,592.50
ALTERNATE 3: Landscape								
287	02915	Furnish and Install Palm Trees, Complete in Place	EA	56	\$ 700.00	\$ 39,200.00	\$ 1,100.00	\$ 61,600.00
TOTAL ALTERNATE 3: LANDSCAPE						\$ 39,200.00		\$ 61,600.00
TOTAL BASE BID PRICE						\$ 3,786,593.00		\$ 4,205,231.50
TOTAL ALTERNATE BID ITEMS						\$ 542,986.00		\$ 581,442.50
TOTAL OF BASE AND ALTERNATE ITEMS						\$ 4,329,579.00		\$ 4,786,674.00
Bidder's Total					\$	3,786,593.00	\$	4,152,407.50
Bidder's Alternate Bid Total					\$	542,041.00	\$	581,442.50
Bidder's Total Bid					\$	4,328,634.00	\$	4,733,850.00

Seabrook City Council Regular Meeting
Minutes of April 16, 2013
Page 1

The City Council of the City of Seabrook met in regular session on Tuesday, April 16, 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 GIANROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	COUNCIL PLACE NO. 3
DON HOLBROOK	COUNCIL PLACE NO. 4
THOM KOLUPSKI	COUNCIL PLACE NO. 5
LAURA DAVIS	MAYOR PRO TEM & COUNCIL PLACE NO. 6
KELLY TEMPLIN	CITY MANAGER
GAYLE COOK	ASSISTANT CITY MANAGER
STEVEN L. WEATHERED	CITY ATTORNEY
MICHELE L. GLASER	CITY SECRETARY

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

1.0 PRESENTATIONS

1.1 Proclaim April 21-23, 2013 as "Cody Dennings Days" in the City of Seabrook. (Council)

Mayor Royal presented the proclamation to Cody and his family.

1.2 Present Certificates of Appreciation to members of the Seabrook/SFVD Fire Services Contract Committee. (Council)

Mayor Royal presented certificates to members of the committee.

1.3 Present Certificates of Appreciation to Organizers of the annual "Trash Bash." (Council)

Mayor Royal presented certificates to organizers.

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS – None.

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

Several upcoming events were announced.

Seabrook City Council Regular Meeting
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46 **3.0 CONSENT AGENDA**

47

48 **3.1 Approve the annual renewal of EDC's professional services agreement with Riveron**
49 **Corp. for Waterfront Drive Project administration services in the amount of \$42,000 to**
50 **be effective April 1, 2013. (EDC)**

51

52 **3.2 Approve second and final reading of Ordinance No. 2013-07, "Updating and Amending**
53 **Sign Standards & Related Definitions to Prohibit Human Directional Sign Spinners."**
54 **(Landis/P&Z)**

55 AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK APPENDIX
56 A, COMPREHENSIVE ZONING, ARTICLE 6, "SIGN STANDARDS", SUBSECTION
57 6.02 "DEFINITIONS", BY ADDING NEW DEFINITION FOR "HUMAN
58 DIRECTIONAL/SIGN SPINNER"; SECTION 6.05 "PROHIBITED SIGNS," ADDING
59 NEW SUBSECTION 6.05.13, "SIGN, HUMAN DIRECTIONAL/SIGN SPINNER" BY
60 PROHIBITING SAID USE; PROVIDING A PENALTY IN AN AMOUNT NOT TO
61 EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION
62 INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES
63 INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY;
64 AND PROVIDING FOR AN EFFECTIVE DATE.

65

66 **3.3 Approve a refund of five (5) years of sewer charges to Lakepointe Forest Home Owners'**
67 **Association in the amount of \$3,565.12. (Lab)**

68

69 **3.4 Approve a Special Event Permit for a membership recruitment rally for Pack 95 Cub**
70 **Scouts to be held at Meador Park on Saturday, April 27 from 9:00 a.m. to 3:00 p.m.**
71 **pending receipt of insurance, temporary signs and a waiver of fees. (Applicant)**

72

73 **3.5 Approve the March 2013 Community Development Report. (Landis)**

74

75 **3.6 Approve the March 2013 Public Safety Report. (Holomon)**

76

77 **3.7 Approve the minutes of the regular City Council meeting on April 2, 2013, (Glaser)**

78

79 Motion was made by Councilor Johnson and seconded by Councilor Holbrook

80

81 To approve the Consent Agenda as presented.

82

83 MOTION CARRIES BY UNANIMOUS CONSENT.

84

85 **END OF CONSENT AGENDA**

86

87 **4.1 Consider approval of proposed Resolution No. 2013-08, "Designation of Asparagus**
88 **Group, L.L.C. in the SH 146 Corridor Empowerment Zone and Provision for Economic**
89 **Incentives." (EDC/Templin)**

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

Motion was made by Councilor Kolupski and seconded by Councilor Davis

To approve Resolution No. 2013-08 as presented.

MOTION CARRIES BY UNANIMOUS CONSENT.

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

Mr. Weathered offered several non-substantive changes to the contract, including deleting language that required approval by resolution.

Motion was made by Councilor Davis and seconded by Councilor Holbrook

To approve the contract with the recommended changes and to authorize the mayor to sign the amended contract.

MOTION CARRIES BY UNANIMOUS CONSENT.

5.0 OLD BUSINESS

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

Motion was made by Councilor Holbrook and seconded by Councilor Johnson

To approve the request.

Mr. Templin stated that, if approved, the monies would be taken from General Fund Reserves.

Mayor Royal stated that he had reservations using reserves due to the anticipated financial impact to the city caused by the widening of SH 146. Councilor Giangrosso asked if the funding for the Liberty Bell could be postponed. Mayor Royal stated that the full impact of the SH 146 widening would probably not be known for 3-4 years. Councilor Holbrook asked for an explanation of why hotel tax monies could not be used for this project. Mr. Templin stated that the expenditure of hotel tax projects would require an anticipated increase in hotel stays in addition to funding for the arts.

Seabrook City Council Regular Meeting
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Councilor Johnson spoke in favor of the project stating that it is a long term investment for the city.

Motion was made by Councilor Johnson

To amend the motion to contribute \$1,000 to this project.

MOTION FAILED FOR LACK OF A SECOND.

Mayor Royal then called for a vote on the original motion.

Ayes: Johnson.

Nays: Royal, Davis, Giangrosso, Holbrook, Kolupski.

MOTION FAILS.

6.0 ROUTINE BUSINESS

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

After reviewing the list, members determined that Items 3, 6 and 13 could be removed. Other items were updated as follows:

#7 Contest entrees to rename the swimming pool complex will be on the 5/7 agenda.

#11 P&Z to review special advertising for special events at its June meeting.

Motion was made by Councilor Holbrook and seconded by Councilor Kolupski

To approve the Checklist as amended.

MOTION CARRIES BY UNANIMOUS CONSENT.

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

Mrs. Glaser stated that three council members would be unable to attend the May 21 meeting and asked Council members if they wished to reschedule the meeting or cancel it.

Motion was made by Councilor Holbrook and seconded by Councilor Davis

To cancel the May 21 council meeting and to meet on May 28 if necessary at the discretion of the mayor.

Seabrook City Council Regular Meeting
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MOTION CARRIES BY UNANIMOUS CONSENT.

Council was reminded of the planning session on April 30 at 6:00 p.m. and that review of the upcoming budget would begin in mid-June.

Upon motion, Mayor Royal adjourned the meeting at 7:48 p.m.

Approved this the 7th day of May, 2013.

Glenn R. Royal, Mayor

Michele L. Glaser, TRMC
City Secretary

Revised 01/12

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

Date of Application: 4/19/2013 Name of Applicant: "Happy" Lucille M. Garren

Full Address of Applicant: _____

Day Time Phone 281 _____ Night time phone 6 _____

e-mail address: happygarrenprod@aol.com

Name of Organization, Firm or Corporation on whose behalf this application is made:
Happy Garren Productions

Address of Organization (if different from above): _____

City _____ State _____ Zip Code _____

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

Is the organization recognized as a non-profit organization for tax purposes? No

Requested Date(s) and Times of the Event:

May 18 + 19, 2013 10 AM - 6 PM both days

Location of the Event: Endeavour Marina Parking Lot 3101 Nasa Parkway

Will any portion of this event be held on city property? If so, where?
No

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

Give a brief description of the event: Handmade Art + Craft Show

Estimated No. of Workers 30 exhibitors Estimated No. of Attendees 250-300

Will the event be held in a parking area? Yes. If so, how many parking spaces will be temporarily lost? 30

How many parking spaces are you providing for the event? 200

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

Will admission be charged for this event? No

Special Events Application
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Page 2

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

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

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

Proposed Route (Attach Map): N/A

Estimated number and kind of animals to be used: _____

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

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

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

Bryan Brand
Print name
Police Department Representative

4-22-13
Date Approved

[Signature]
Signature
Police Department Representative

Comments: _____

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

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

Special Events Application

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

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

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

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

"Happy" Lucille M. Garren
Signature of Applicant

"Happy" Lucille M. Garren
Printed Name of Applicant

4/19/13
Date Submitted

FOR OFFICE USE ONLY

Reviewed by City Secretary _____ Date _____

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

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

The following conditions are placed upon this event: _____

CITY OF SEABROOK

RECH: 00533204 4/22/2013 4:32 PM
OPER: 017 TERM: 001
REF#: 2547

TRAN: 3.0000 LICENSES & PERMITS
SPECIAL EVENT PERMIT HAPPY
GAREN PRODUCTIONS 5/18/ 19/13
LICENSES & PERMITS/ 50.00CR

TENDERED: 50.00 CHECK
APPLIED: 50.00-

CHANGE: 0.00

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

PLEASE LIST LOCATIONS OF ALL TEMPORARY SIGNS

1. Mada Property
2. Lakeside Dental
3. Endavor Marina
4. 100% Car Wash + Detail
5. Dairy Queen
6. Whataburger
7. Walgreens
8. McDonald's
9. Seabrook Psychic
10. Stevens Super Shine
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

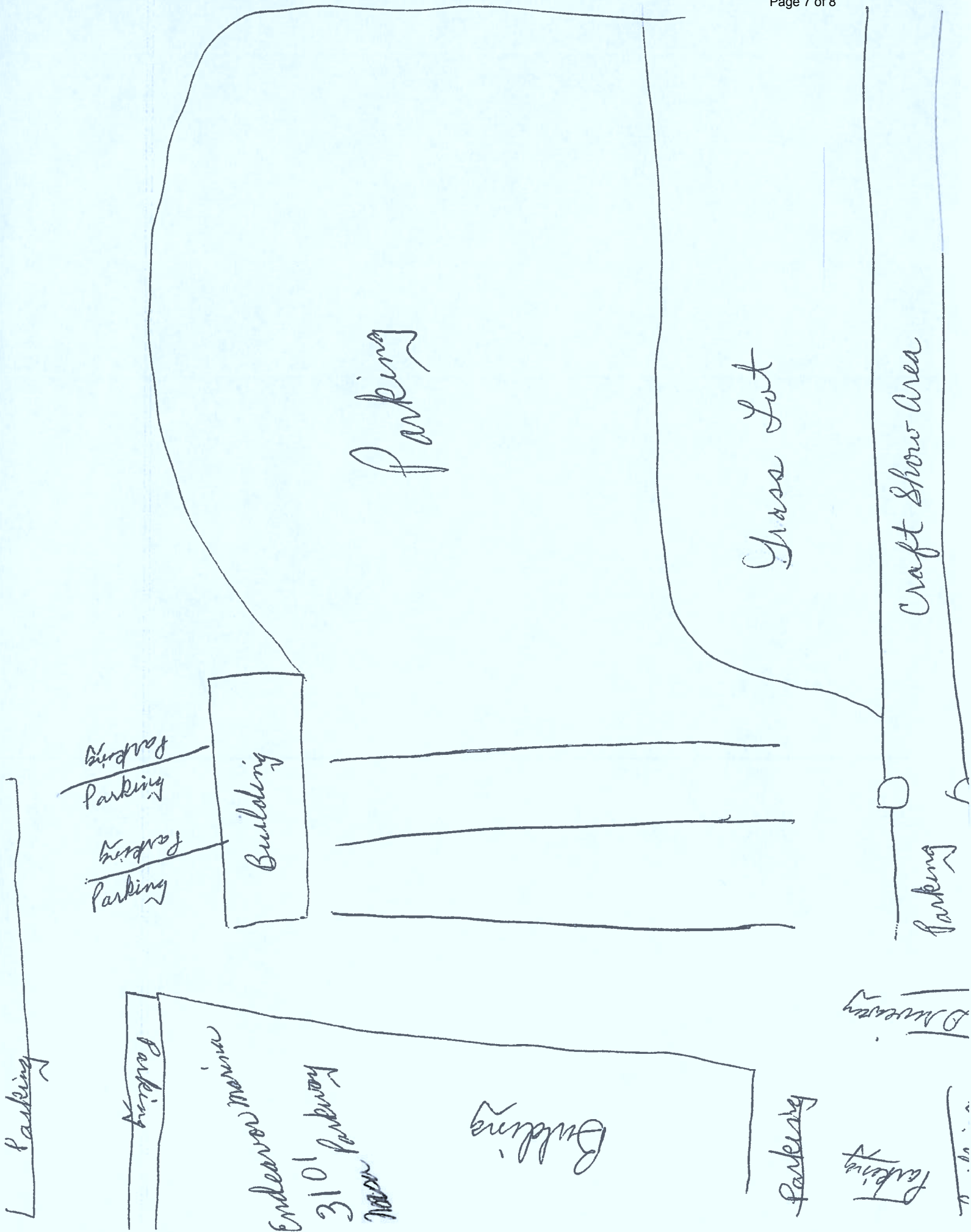


To whom it may concern:

Endeavour Marina has given permission to Lucille Garren, DBA: Happy Garren Productions to hold a Craft Show on 5/17/13 – 5/19/13 on a small portion of the front parking area.

Ken Vollbrecht

Endeavour Marina





CERTIFICATE OF LIABILITY INSURANCE

Date: 02/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT 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 policy holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to 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).

AGENT:

FRANK TURNEY INS AGCY
211 HIGHLAND CROSS DR STE 260
HOUSTON, TX 77073-1734

PHONE # 281-443-0333
CODE: CB6

FAX # 12814434452
EMAIL: fturney@houstonagencies.com

PRODUCER:

Texas All Risk Insurance
9696 Skillman St. Suite 170
Dallas, Tx 75243
1-800-627-0303

INSURED

LUCILLE GARREN
DBA: HAPPY GARREN PRODUCTIONS
610 MISTY LN.
FRIENDSWOOD, TX 77546

INSURER A:

NAUTILUS INSURANCE COMPANY

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.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	CLAIMS MADE ☒ OCCUR						GENERAL AGGREGATE \$2,000,000
	\$500 Deductible						PRODUCTS COMPROP AGGREGATE INCLUDED
							PERSONAL & ADV INJURY \$1,000,000
							EACH OCCURRENCE \$1,000,000
							FIRE DAMAGE (Any one fire) \$100,000
							MED EXP (Any one person) \$5,000
							COMBINED SINGLE LIMIT
							BODILY INJURY - PER PERSON
							BODILY INJURY - PER ACCIDENT
	GEN'L AGGREGATE L MIT APPLIES PER						
	☒ POLICY ☐ PROJECT ☐ LOC						
	AUTOMOBILE LIABILITY						
	ANY AUTO						
	ALL OWNED AUTOS						
	SCHEDULED AUTOS						
	HIRE AUTOS						
	NON-OWNED AUTOS						
	GARAGE LIABILITY						
	ANY AUTO						
	UMBRELLA LIAB OCCUR						
	EXCESS LIAB CLAIMS-MADE						
	DEDUCTIBLE						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/ PARTNERS/ EXECUTIVE						
	OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

GIFT SHOPS/ SALES OR SERVICE ORG

Event Dates: 05/17/13-05/19/13

Email: ken@endeavourmarnia.net

CERTIFICATE HOLDER

Endeavour Marina Clear Lake LP
Attn: Ken Vollbrecht, CMM
3101 Nasa Parkway
Seabrook, TX 77586

CANCELLATION

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

RESOLUTION NO. 2013-07
ACCEPTANCE OF A PERMANENT EASEMENT FROM
AMERICAN ACRYL, L.P.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, DETERMINING THAT EASEMENTS ARE NECESSARY FOR THE “WATERFRONT DRIVE RECONSTRUCTION,” AND “PINE GULLY DRAINAGE IMPROVEMENT PROJECT;” APPROVING THE ACCEPTANCE OF DONATION OF A PERMANENT EASEMENT FROM AMERICAN ACRYL, L.P., PROPERTY OWNER IN RELATION TO PARCEL 2, A 2.4146 ACRE TRACT SITUATED IN THE RITSON MORRIS SURVEY, A-52 HARRIS COUNTY, TEXAS, BEING OUT OF AND PART OF LOT 2 OF SEABROOK FIRE TRAINING FACILITY, A SUBDIVISION RECORDED IN VOLUME 585, PAGE 54, HARRIS COUNTY MAP RECORDS; ALL, AS MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City Council of the City of Seabrook finds and determines that public convenience and necessity for the “Waterfront Drive Reconstruction” and “Pine Gully Drainage Improvement Project,” (collectively the “Project”) requires that the City acquire easements over, across and under a certain property, as referenced in the attached easement, specifically including Parcel 2, being generally described as a 2.4146 acre tract situated in the Ritson Morris Survey, Abstract A-52, out of Lot 2 of the Seabrook Fire Training Facility, a subdivision recorded in Volume 585, Page 54 of the Harris County Map Records, City of Seabrook, Harris County, Texas, more specifically described in the Permanent Easement Grant and Dedication, Exhibit 1 attached hereto and incorporated by reference (“Easement”); and

WHEREAS, the City of Seabrook, (“City”) through its duly authorized representatives, has negotiated with the owner, American Acryl L.P. for acceptance of such Easement for the herein stated purpose and American Acryl, L.P. has agreed to donate and grant the subject Easement for dedication to the City of Seabrook upon terms contained in the said Easement; and

Resolution No. 2013-07
Page 2

WHEREAS, the City of Seabrook has been able to agree with such owner as to the terms for donation of the Easement and dedication related thereto to the City; now, therefore;

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

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

Section 2. The City Council of the City of Seabrook finds that bona fide negotiations have been conducted by the authorized representatives of the City for the acquisition of the Permanent Easement Grant and Dedication, attached hereto as Exhibit 1, that said negotiations were successful, and that the donation and grant of the Easement for dedication to the City should be accepted.

Section 3. The Mayor is authorized to execute any documentation necessary to accept, document, and record said Easement.

PASSED, APPROVED, AND RESOLVED this 7th day of May 2013.

Glenn R. Royal
Mayor

ATTEST:

Michele L. Glaser, TRMC
City Secretary

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
BAY AREA EMERGENCY RESPONDERS
AND THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
NASA LYNDON B. JOHNSON SPACE CENTER
FOR RECIPROCAL USE OF EMERGENCY OPERATIONS CENTERS
AND OTHER FACILITIES DURING EMERGENCIES

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113), this multi-party Agreement is entered into by the National Aeronautics and Space Administration, Lyndon B. Johnson Space Center, located at 2101 NASA Parkway, Houston, Texas 77058 (hereinafter referred to as "NASA JSC," "JSC," or "NASA") and the cities of League City, Nassau Bay, Seabrook, Kemah, Webster, Friendswood and El Lago, to be herein referred to as "The Bay Area Emergency Responders" offices located at P. O. Box 98, Seabrook, Texas, 77586(hereinafter referred to as "Partners" or "The Bay Area Emergency Responders"). NASA and The Bay Area Emergency Responders may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The NASA Lyndon B. Johnson Space Center (JSC) and several surrounding municipalities within the Houston Galveston Bay area wish to enter into a multi-party space act agreement to provide coordinated responses to a wide spectrum of emergencies affecting JSC and the surrounding communities through reciprocal utilization of the JSC Emergency Operations Center (EOC) and other facilities as required, and the municipalities' EOCs and emergency facilities. The municipalities include the Cities of League City, Nassau Bay, Seabrook, Kemah, Webster, Friendswood and El Lago. Together their emergency capabilities and facilities are herein known as "The Bay Area Emergency Responders." As appropriate, The Bay Area Emergency Responders, plan for and coordinate with each other during emergencies. NASA JSC and these local governmental entities share a common interest in maintaining an ability to quickly assess, respond to, and recover from natural disasters and other emergencies. Providing mutual support for emergency operations and response between the parties can be achieved via this Nonreimbursable space act agreement. The space act agreement will enhance the ability of JSC and local governments to quickly assess and respond to emergencies, shortening the time period required to respond to natural disasters and other emergencies, restore critical government services, and return JSC employees and JSC to full operational capacity. The goal of this Agreement is to provide coordinated responses to a wide spectrum of emergencies affecting JSC and the surrounding communities.

ARTICLE 3. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Provide space at JSC and/or Ellington Field as needed for up to 200 persons and for 50 emergency vehicles during a single incident.
2. Provide all basic utility services attendant to the operations of an aircraft hangar except during emergency conditions when some or all utilities may be unavailable.
3. Ensure safety and proper facility operation by providing an official JSC liaison who shall be on duty whenever Partners are present. The general purpose of the liaison is to facilitate access to facilities, provide assistance, and coordinate between JSC operations and Partners, as required. The liaison will be available to provide assistance regarding the general layout of the site, identification of the high hazard areas, site safety briefing, specialized or unusual instructions, and other pertinent information required for emergency operations.
4. Provide access to facilities 24 hours a day 7 days a week for entry/exit during emergency/exercise. Response will not be impaired by the method chosen to provide site entry/exit during emergency. Access procedures will be coordinated with the JSC Emergency Preparedness Coordinator.
5. JSC EOC dispatchers will request Partners services through procedures identified by Partners and agreed to by JSC.

Partners will use reasonable efforts to:

1. Comply with Federal safety, environmental, and security rules and regulations while operating at JSC including Ellington Field.
2. Provide identification (including full name, office and emergency contact telephone number, and entity represented) for all Partners requested to occupy space at JSC or Ellington Field. Partners are not allowed to bring family members or pets on base (except service animals on duty).
3. Provide all personal equipment, including but not limited to pagers, cell phones, medications, shelter supplies (e.g. food, clothing, bedding, toiletries, etc.) for each person assigned by their entity to the appropriate facility for the duration of the emergency shelter/exercise.
4. Provide radio and or other communications equipment for connection to dispatch centers as appropriate.
5. Provide marshaling and dispatching of Partners' assets and personnel. NASA Security Services will not dispatch Partners' responders.
6. Provide any auxiliary equipment and supplies normally associated with Emergency services shelter/deployment operations. This would include, but not limited to, fuel, food, planning and operations materials, etc.
7. Provide JSC the capability to have access to or utilize shared resources as appropriate and available from the Partners. These shared resources may include communication equipment, portable generators, maintenance/clean-up equipment, etc., which would be used to perform appropriate emergency response activities.

8. Provide JSC with the capability to have access to or utilize shared resources as appropriate and consistent with Harris County Mutual Aid Agreement, which would be used to perform appropriate emergency response activities.
9. Comply with Federal, NASA and JSC policies on the official use of computer resources as defined in the enclosure C, while occupying hangar space at Ellington Field. Use of NASA Ellington Field equipment, particularly computers and JSC Internet access are subject to monitoring for official use. Misuse and abuse of Government-furnished computers and JSC Internet access will result in a formal complaint to the Mayor of each municipality, the Emergency Management Director, and Information Technology Director.

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" clause are as follows:

JSC Security Badging of Bay Area Emergency Responders personnel.	At the time an event that triggers this SAA occurs.
Bay Area Emergency Responders utilize JSC Ellington Hangar 990 during emergency incident.	As needed during agreement.
JSC Personnel utilize Bay Area Emergency Responders facilities during emergency incident.	As needed during agreement.
Bay Area Emergency Responders utilize Hangar 990 for preparedness exercise.	Dates to be mutually agreed upon, not to exceed one exercise per year.
JSC Personnel utilize Bay Area Emergency Responders facilities for preparedness exercise.	Date to be mutually agreed upon, not to exceed one exercise per year.

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partners shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities,

or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY AND RISK OF LOSS

1. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

2. Each Party further agrees to extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. Additionally, each Party shall require that their Related Entities extend this cross-waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

1. General

(a) "Related Entity" as used in this Data Rights clause means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partners, that is assigned, tasked, or contracted to perform activities under this Agreement.

(b) "Data," means recorded information, regardless of form, the media on which it is recorded, or the method of recording.

(c) "Proprietary Data," means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:

(i) known or available from other sources without restriction;

- (ii) known, possessed, or developed independently, and without reference to the Proprietary Data;
- (iii) made available by the owners to others without restriction; or
- (iv) required by law or court order to be disclosed.

(d) Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.

(e) Notwithstanding any restrictions provided in this clause, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in (c) above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.

(f) The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.

(g) If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this clause unless otherwise directed in writing by the Providing Party.

(h) The Data rights herein apply to the employees and Related Entities of Partners. Partners shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this clause.

(i) Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice under paragraphs 1(c) or 2 of this clause or for Data Partners gives, or is required to give, the U.S. Government without restriction.

2. Data First Produced by Partners Under this Agreement

If Data first produced by Partners or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

3. Data First Produced by NASA Under this Agreement

If Partners requests that Data first produced by NASA or its Related Entities under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partners, NASA will mark it with a restrictive notice and use reasonable efforts to protect it for [insert a period of up to 5 years, typically 1 or 2 years] after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partners must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA-owned invention for which patent protection is being considered.

4. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

5. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

6. Copyright

Data exchanged with a copyright notice and no indication of restriction under paragraphs 1(c), 2 or 3 of this clause (i.e., Data has no restrictive notice) is presumed to be published. The following royalty-free licenses apply:

(a) If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.

(b) Data without the indication of (a) is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph 5 of this clause, and in the Inventions and Patent Rights clause of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

7. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partners under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

1. "Related Entity" as used in this Invention and Patent Rights clause means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partners assigned, tasked, or contracted with to perform activities under this Agreement.

2. The invention and patent rights herein apply to employees and Related Entities of Partners. Partners shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this clause.

3. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement. NASA and Partners will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

ARTICLE 11. USE OF NASA NAME AND EMBLEMS

1. NASA Name and Initials

Partners shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" clause, Partners must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communication or designee ("NASA Communications") for review and approval. Approval by NASA Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

2. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partners must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 12. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partners may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

ARTICLE 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or

equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 14. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partners agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partners resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 15. COMPLIANCE WITH LAWS AND REGULATIONS

(a) The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by the Partners to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

(b) With respect to any export control requirements:

(i) The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partners shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

(ii) The Partners shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

(iii) The Partners will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

(iv) The Partners will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

(c) With respect to suspension and debarment requirements:

(i) The Partners hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

(ii) The Partners shall include language and requirements equivalent to those set forth in subparagraph (c)(i), above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 16. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("effective date") and shall remain in effect until the completion of all obligations of both Parties hereto, or three (3) Years from the effective date, whichever comes first.

ARTICLE 17. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 18. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss," "Intellectual Property Rights," and related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 19. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact

NASA Lyndon B. Johnson Space Center
Ronald B. Lee
JSC Emergency Preparedness Coordinator
Mail Stop: JS711
2101 NASA Parkway
Houston, Texas 77058
Phone: 832-646-4761
ronald.b.lee@nasa.gov

Bay Area Emergency Responders
Dominic L. Del Rosso
1st Assistant Chief Seabrook Volunteer
Fire Department
P. O. Box 98
Seabrook, TX 77586
Phone: 281-704-2685
svfd202@yahoo.com

ARTICLE 20. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partners will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 21. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partners.

ARTICLE 22. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partners or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 23. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 24. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 25. LOAN OF GOVERNMENT PROPERTY

1. In order to further activities set forth in this Agreement, the Parties acknowledge that NASA shall lend the following Government property to Partners:

NASA Computers

2. The property listed above (hereinafter referred to as the "Property") is not being provided to Partners as a substitute for the purchasing of the same type of property by Partners under any contract or grant that Partners have, or may have, with a third party. Furthermore, such Property is not excess to NASA's requirements and its use is anticipated upon its return to NASA.

3. In support of this loan the Partners shall:

- (a) Install, operate, and maintain the Property at Partners' expense;
- (b) Furnish all utilities (e.g., water, electricity) and operating materials required for the operation of the Property;
- (c) Bear all costs associated with the use and enjoyment of the Property under the terms of this Agreement, including but not limited to such costs as packing, crating, shipping, installing, maintaining, licensing, and operating the Property;
- (d) Transport the Property in accordance with good commercial practice;
- (e) Acknowledge that the privilege of using and enjoying the said Property exists solely by virtue of this Agreement with NASA, the owner of said Property, and not as of right;
- (f) Identify, mark, and record all of the Property promptly upon receipt, and maintain such identity so long as it remains in the custody, possession, or control of Partners.
- (g) Maintain suitable records for each item of Property. At a minimum, such records shall include a description, identification number, unit cost, quantity, dates of receipt, condition upon receipt, and location. Partners shall perform an inventory of the Property one (1) year from the effective date of this Agreement, and every year thereafter, if the Agreement is still in effect, and send such inventory report to NASA. The report shall include a statement validating any requirement to continue the loan. Further, Partners shall provide to NASA upon reasonable request, records sufficient to disclose the date of inspections, the deficiencies discovered as a result of inspections, and any maintenance actions performed. This annual report shall be submitted to the following NASA point of contact (POC):

NASA Property Point of Contact:

Name Kelly Karcher

Title: Personal Property

Email: kelly.karcher-1@nasa.gov

Telephone: 281-483-2262

Address: Mail Code JB3

2101 NASA Parkway

Houston, Texas 77058

(h) Report any loss, damage, or destruction of Property to the NASA POC identified above within ten (10) calendar days from the date of the discovery thereof.

ARTICLE 26. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE
CENTER

BY: _____
Joel B. Walker
Director, Center Operations

DATE: _____

BAY AREA EMERGENCY RESPONDERS SIGNATORIES ON PAGE 13

BAY AREA EMERGENCY RESPONDERS

BY: _____
The Honorable Tim Paulissen
Mayor, League City, Texas

BY: _____
The Honorable Mark Denman
Mayor, Nassau Bay, Texas

DATE: _____

DATE: _____

BY: _____
The Honorable Glen R. Royal
Mayor, Seabrook, Texas

BY: _____
The Honorable Bob Cummins
Mayor, Kemah, Texas

DATE: _____

DATE: _____

BY: _____
The Honorable Floyd H. Myers
Mayor, Webster, Texas

BY: _____
The Honorable Kevin M. Holland
Mayor, Friendswood, Texas

DATE: _____

DATE: _____

BY: _____
The Honorable Brad Emel
Mayor, El Lago, Texas

DATE: _____



To: Seabrook City Council
From: LeaAnn Dearman
CC: Michele Glaser, Kelly Templin, Gayle Cook
Date: April 29, 2013

Re: Swimming Pool Naming Contest

Please discuss and rank your favorite name from the following finalists:

- Pelican Bay
- Pelican Reef
- Seabrook's Fun'N'Sun
- Seabrook's Fun Splash
- Splash Zone

Because the winner will be selected by a City Council vote it must be discussed and selected during an open session.

All finalists will be invited to the meeting. Please let me know if you have any questions.

**CITY OF SEABROOK
RESOLUTION NO. 2013-09**

**AMENDMENT OF BOUNDARIES AND NAME OF “THE SH 146 CORRIDOR
EMPOWERMENT ZONE” CREATED BY RESOLUTION 2011-01
TO “NEIGHBORHOOD EMPOWERMENT ZONE 1”**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SEABROOK, TEXAS, AMENDING BOUNDARIES AND NAME
DESIGNATION OF “THE SH 146 CORRIDOR EMPOWERMENT
ZONE”, ESTABLISHING A NEW DESIGNATION FOR SUCH
EMPOWERMENT ZONE AS THE “NEIGHBORHOOD
EMPOWERMENT ZONE 1” WITH REVISED BOUNDARIES THEREOF
AS DEPICTED IN EXHIBIT “A”, ATTACHED HERETO AND
INCORPORATED BY REFERENCE, AND OTHER MATTERS
RELATING THERETO**

WHEREAS, the City Council (the “City”), by Resolution 2011-01, on January 4, 2011, created “The SH 146 Corridor Empowerment Zone,” (“Prior Zone”) with boundaries as depicted in the subject Resolution, which is incorporated by reference; and

WHEREAS, the City has determined the need to amend the boundaries of the Prior Zone to further encourage the development or redevelopment of the contiguous geographic area within its jurisdiction by revising its boundaries to encompass the original SH 146 Corridor Empowerment Zone boundaries, with the exception of removing the lower portion South of Hall Street, as depicted in Exhibit “A”, attached hereto and incorporated by reference; and

WHEREAS, to avoid confusion with the other Prior Zone and potentially other neighborhood empowerment zones to be created now or in the future, the City desires to create a revised neighborhood empowerment zone and a new designation of “Neighborhood Empowerment Zone 1” for the tract referenced in Exhibit “A”; and

WHEREAS, the City has determined that the subject revisions and creation of the revised neighborhood empowerment zone, as identified herein would promote an increase in economic development within the revised zone; and

WHEREAS, the City finds that the creation of the revised neighborhood empowerment zone benefits and is for the public purpose of increasing the public health, safety, and welfare of the persons within the City; and

WHEREAS, the Seabrook Economic Development Corporation (SEDC) has, pursuant to its approved bylaws, (specifically Section 4.12), submitted policies for program administration for approval of City Council, which are attached hereto as Exhibit “B”; and

WHEREAS, the City finds that the creation of the revised neighborhood empowerment zone satisfies the requirements of Section 312.202, Texas Tax Code. Specifically, the City finds

Resolution No. 2013-09
Page 2

that the area will be reasonably likely, as a result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City;

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

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

Section 2. That the area depicted on the boundary description and inset map attached hereto and incorporated herein for all purposes as Exhibit "A" be designated as a neighborhood empowerment zone, hereinafter designated as the "Neighborhood Empowerment Zone 1", pursuant to Texas Local Government Code, Chapter 378.

Section 3. That pursuant to the creation and revision of the subject neighborhood empowerment zone, that the City be vested with the power within such zone to: waive or adopt fees related to construction of buildings, including impact fees and fees for inspection of buildings; enter into municipal sales tax refund agreements; enter into agreements abating municipal property taxes; set baseline performance standards to encourage the use of alternative building materials that address concerns relating to the environment; and such other powers accorded by law.

Section 4. The program administration guidelines submitted by SEDC pursuant to its bylaws, contained in the attached Exhibit "B", are hereby approved.

ADOPTED AND APPROVED this the 7th day of May, 2013.

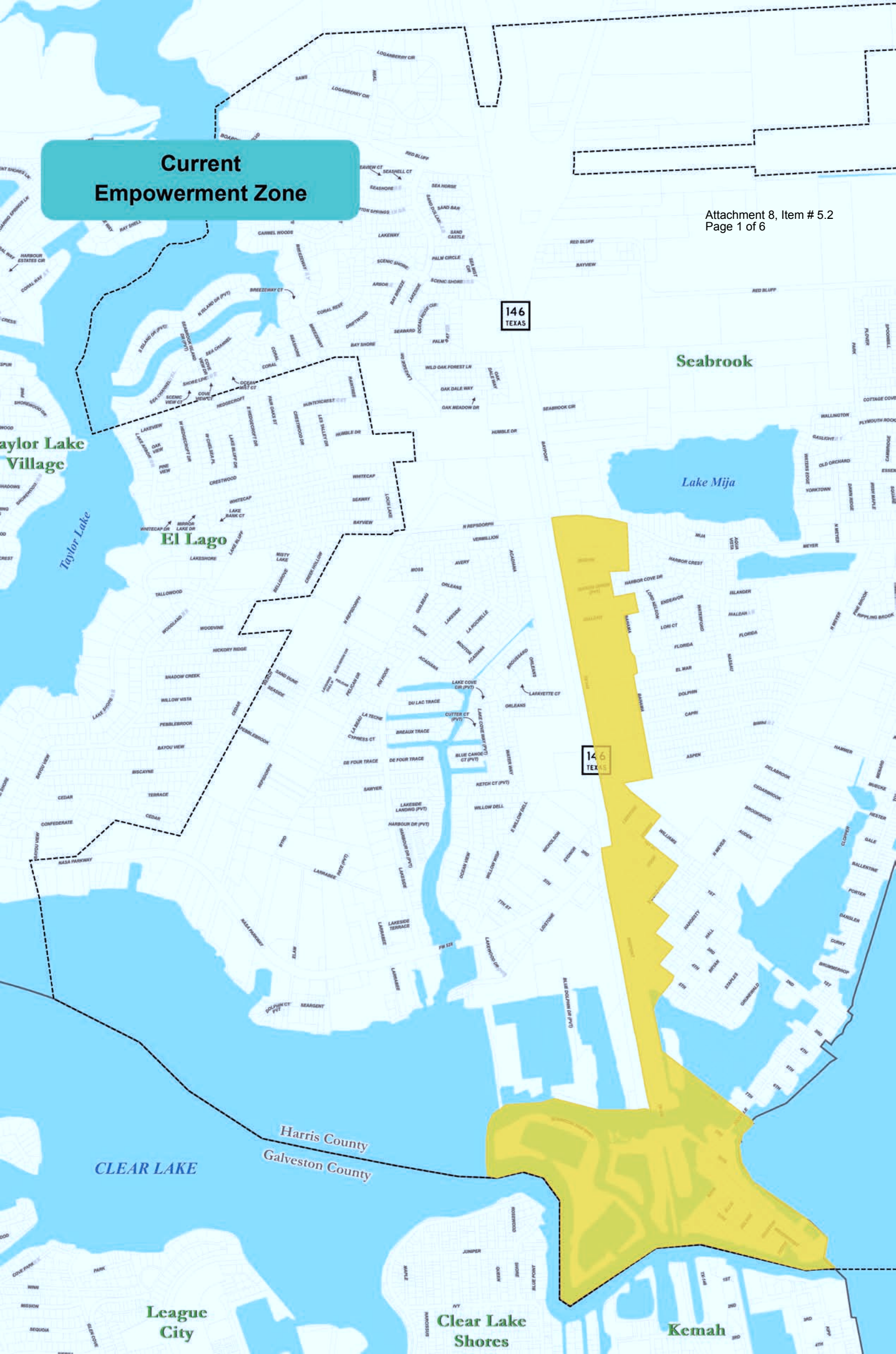
CITY OF SEABROOK, TEXAS

BY: _____
Glenn R. Royal, Mayor

ATTEST:

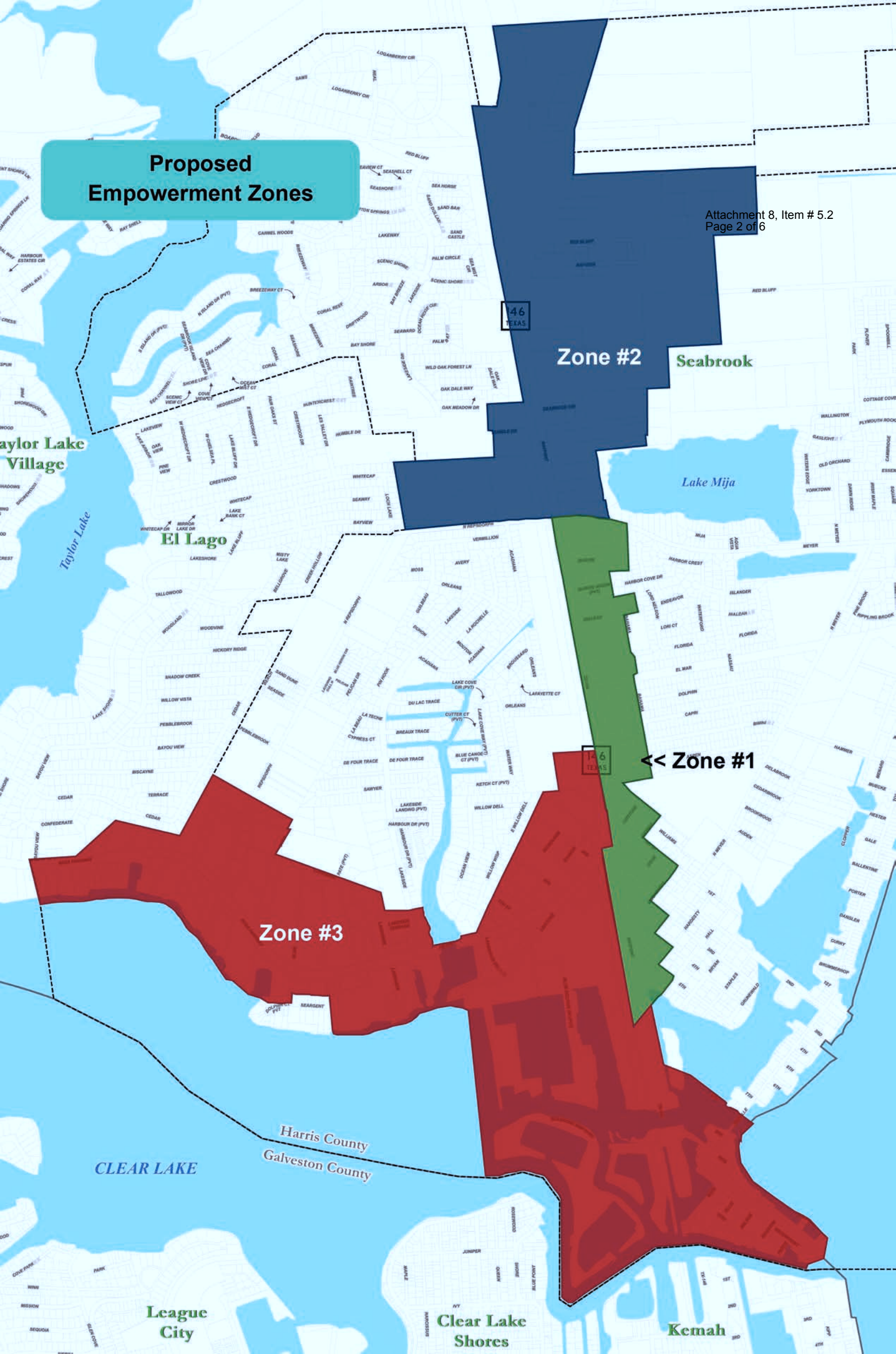
Michele L. Glaser, TRMC
City Secretary

Current
Empowerment Zone



Proposed
Empowerment Zones

Attachment 8, Item # 5.2
Page 2 of 6

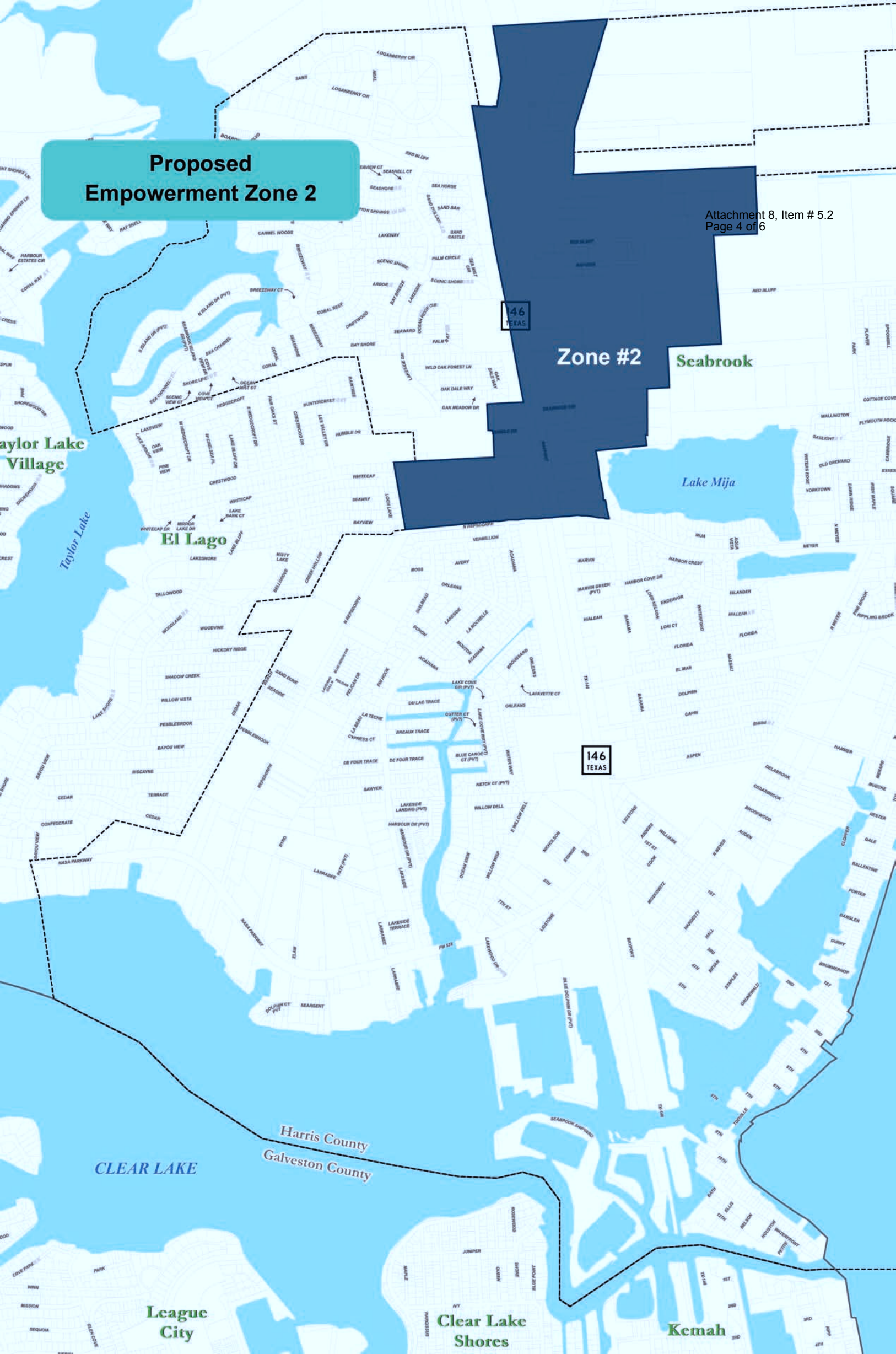


Proposed
Empowerment Zone 1



Proposed
Empowerment Zone 2

Attachment 8, Item # 5.2
Page 4 of 6



Zone #2

Seabrook

Lake Mija

El Lago

Harris County
Galveston County

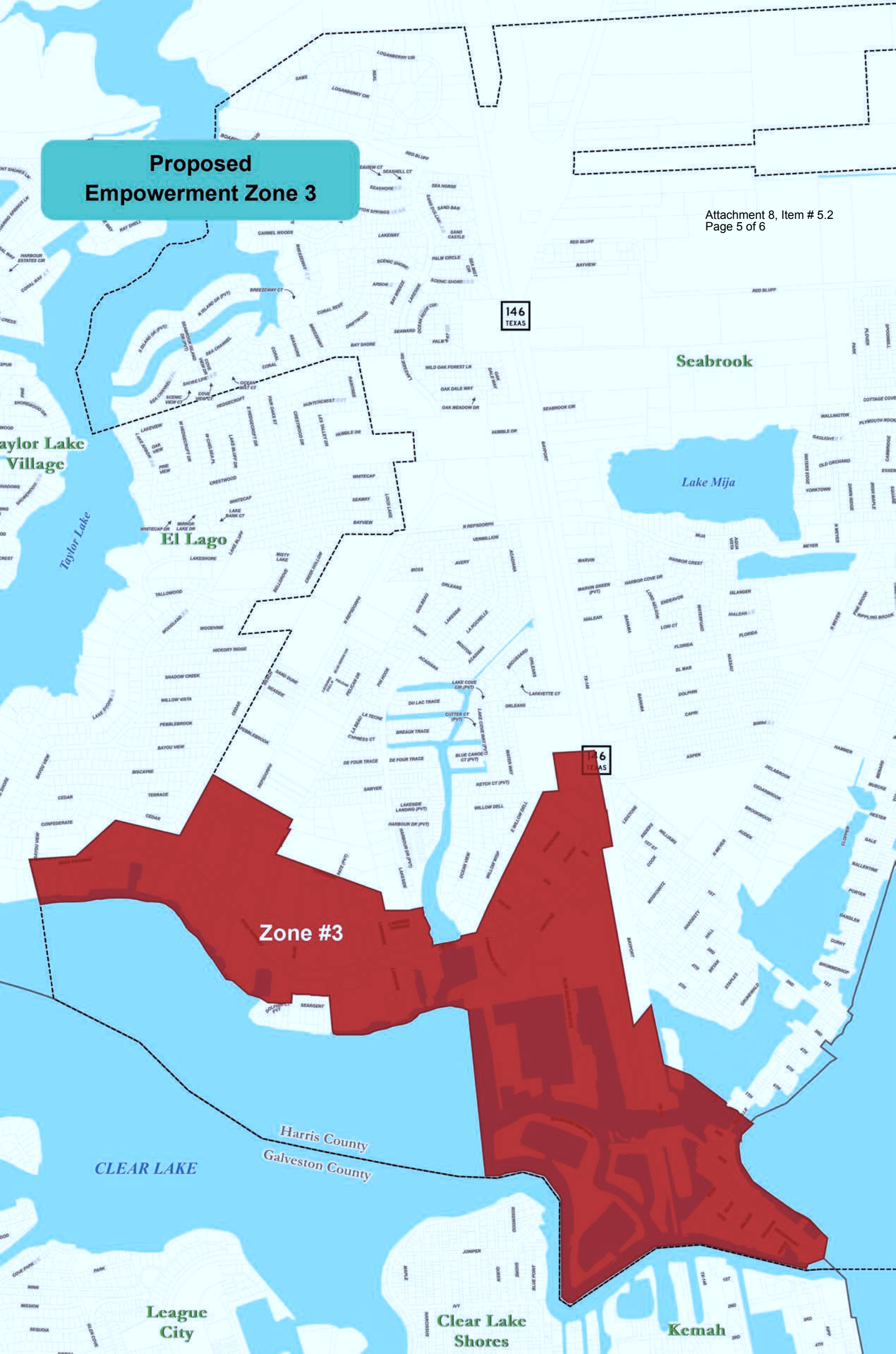
CLEAR LAKE

League
City

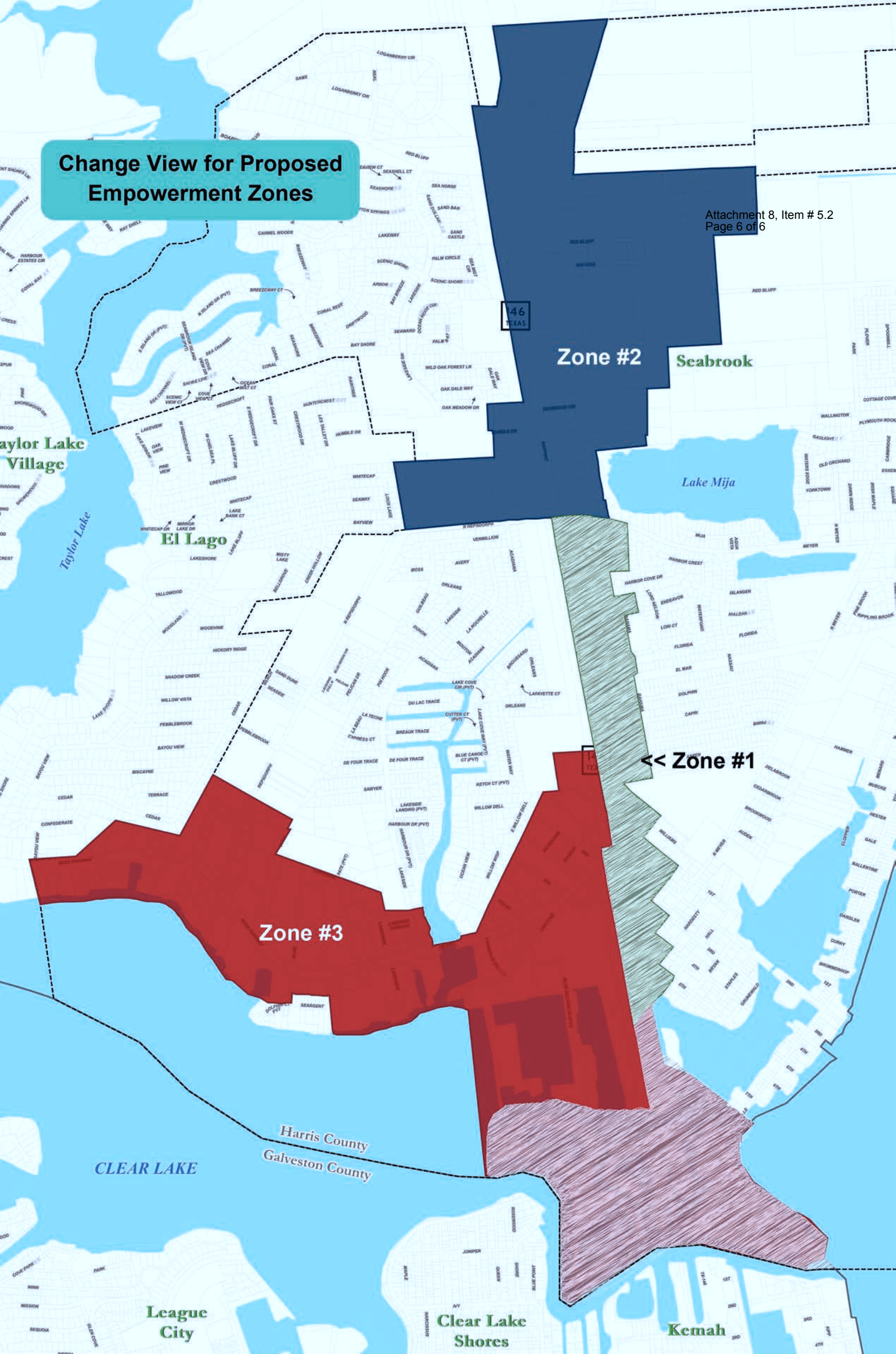
Clear Lake
Shores

Kemah

Proposed
Empowerment Zone 3



Change View for Proposed Empowerment Zones



CITY OF SEABROOK, TEXAS
NEIGHBORHOOD EMPOWERMENT ZONES GUIDELINES

Executive Summary

The Neighborhood Empowerment Zone was designed to promote economic development in distressed communities by using tax incentives as catalysts for private investment.

The NEZ program is the vehicle by which incentives like building permit fee waivers, release of city liens, and municipal property tax abatements can be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

The Seabrook Economic Development Council has voted unanimously in support of the physical expansion of the zones and provides guidelines for investors wishing to participate in the zone.

The request before city council is for the general approval of the expanded zone and the attached guidelines for business incentive purposes to promote new development as determined by City Council on a case by case basis.

Purpose

The Neighborhood Empowerment Zone (NEZ) is a program designed to enable cities to focus either development or re-development in designated areas to help improve the tax base by encouraging the growth of either businesses or community improvements.

Background

On January 4, 2011, the City Council of Seabrook designated geography along SH146 (see map) as the Seabrook Neighborhood Empowerment Zone via Resolution No. 2011-01. Per section 3 of the resolution, the City has the authority to consider the following options for business development purposes within the zone: waive or adopt fees related to construction of buildings, including impact fees and fees for inspection of buildings; enter into municipal sales tax refund agreements; enter into agreements abating municipal property taxes; set baseline performance standards to encourage the use of alternative building materials that address concerns relating to the environment; and such other powers accorded by law.

Expansion of the NEZ Program

NEZ #1

The original NEZ covers 200+ acres - mostly along SH 146, the Point and the Seabrook Shipyard. I would recommend cutting out the Point and Seabrook Shipyard from this zone so that NEZ #1 would focus solely on SH146 issues.

Companies that wish to be considered for an incentive within NEZ #1 will be required to show a minimum capital investment of \$1,000,000. Once a project assistance application is submitted

Resolution Nos. 2013-09, 2013-10 & 2013-11

Exhibit B

Page 2

and approved showing the required minimum capital improvement, the following items may be considered for the project:

- Waive one hundred percent (100%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit;
- One hundred percent (100%) reimbursement of water and wastewater impact fees and water tap fees (see Seabrook City Code §85-156, Table 6.1 for fee schedule); and
- Abate real property taxes in accordance with the City's tax abatement policies.

NEZ #2

This area will encompass the commercial areas **north** of NEZ #1 along SH 146 and include the Repsdorph Circle properties. Companies that wish to be considered for an incentive within NEZ #2 will be required to show a minimum capital investment (see below). Once a project assistance application is submitted **and** approved showing the required minimum capital improvement, the following items may be considered for the project:

If between \$500,000 and \$1,000,000 in capital improvements:

- Waive fifty percent (50%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit; and
- Abate real property taxes in accordance with the City's tax abatement policies.

If over \$1,000,000 in capital improvements **OR** if the business is displaced by the construction and expansion of SH146 in the City of Seabrook, the following items may be considered for the project:

- Waive one hundred percent (100%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit;
- One hundred percent (100%) reimbursement of water and wastewater impact fees and water tap fees (see ordinance 85-156 for fee schedule); and
- Abate real property taxes in accordance with the City's tax abatement policies.

NEZ #3

This area will encompass the commercial properties along NASA Parkway, the Seabrook Shipyard and the Point. Companies that wish to be considered for an incentive within NEZ #3

Resolution Nos. 2013-09, 2013-10 & 2013-11

Exhibit B

Page 3

will be required to show a minimum capital investment (see below). Once a project assistance application is submitted **and** approved showing the required minimum capital improvement, the following items may be considered for the project:

If between \$500,000 and \$1,000,000 in capital improvements:

- Waive fifty percent (50%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit; and
- Abate real property taxes in accordance with the City's tax abatement policies.

If over \$1,000,000 in capital improvements **OR** if the business is displaced by the construction and expansion of SH146 in the City of Seabrook, the following items may be considered for the project:

- Waive one hundred percent (100%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit;
- One hundred percent (100%) reimbursement of water and wastewater impact fees and water tap fees (see ordinance 85-156 for fee schedule); and
- Abate real property taxes in accordance with the City's tax abatement policies.

This policy shall be in effect until further notice. For questions about qualifications under this program, please contact the Economic Development Department of the City of Seabrook.

#



*CITY
OF
SEABROOK*

Date of Meeting: May 7, 2013

Submitter/Requestor: Paul Chavez

Date Submitted: May 1, 2013

Presenter: Paul chavez

Description/Subject:

Expansion of the Neighborhood Empowerment Zone (NEZ) Program.

Purpose/Need: Policy Issue ☒ Administrative Issue ☐

The Neighborhood Empowerment Zone (NEZ) is a program designed to enable cities to focus either development or re-development in designated areas to help improve the tax base by encouraging the growth of either businesses or community improvements.

Background/Issue (What prompted this need?):

On January 4, 2011, the City Council of Seabrook designated geography along SH146 (see map) as the Seabrook Neighborhood Empowerment Zone via Resolution No. 2011-01. Per section 3 of the resolution, the City has the authority to consider the following options for business development purposes within the zone: waive or adopt fees related to construction of buildings, including impact fees and fees for inspection of buildings; enter into municipal sales tax refund agreements; enter into agreements abating municipal property taxes; set baseline performance standards to encourage the use of alternative building materials that address concerns relating to the environment; and such other powers accorded by law.

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

Attachments:

NEZ Maps

NEZ Zones #1-3 and requirements for each.

Fiscal Impact: Budgeted ☐ Yes ☐ No

Finance Officer Review:

Budget Amendment Required ☐ Yes ☐ No

Future/Ongoing Impact ☐ Yes ☐ No

Agenda Briefing Form
Page 2

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?

Suggested Motion:

Approve NEZ #1-3 as presented.

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.

**Economic Development Corporation Regular Meeting
Minutes of March 14, 2013
Page 1**

THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF SEABROOK MET ON THURSDAY, MARCH 14, 2013 AT 7:00 P.M. IN THE SEABROOK CITY HALL COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK, TEXAS TO CONSIDER, AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE AGENDA ITEMS LISTED BELOW.

President Dunphey called the meeting to order at 7:00 p.m. and declared that a quorum was present.

BOARD MEMBERS PRESENT:

PAUL R. DUNPHEY	PRESIDENT
NATALIE PICHA	VICE-PRESIDENT (EXCUSED ABSENCE)
TERRY CHAPMAN	SECRETARY
ERNIE DAVIS	TREASURER
GLENN ROYAL	MAYOR
THOM KOLUPSKI	COUNCIL REPRESENTATIVE
MARK CALDWELL	MEMBER

ALSO PRESENT WERE:

STEVE WEATHERED	ACTING EDC ATTORNEY
KELLY TEMPLIN	CITY MANAGER
GAYLE COOK	ASSISTANT CITY MANAGER
PAUL CHAVEZ	DIRECTOR OF ECONOMIC DEVELOPMENT
FAITH SHALLIS	SECRETARY

1.0 PRESENTATIONS – The Corporation will discuss, consider, and if appropriate, take action on the items listed below.

2.0 PRESENTATIONS – None.

3.0 NEW BUSINESS – The Corporation will discuss, consider, and if appropriate, take action on the items listed below.

3.1 Review and discussion regarding the formal engagement of Ross, Banks, May, Cron & Cavin, P.C. as EDC attorney.

A motion was made by Thom Kolupski and seconded by Mark Caldwell

To approve the agreement as presented.

MOTION CARRIED BY UNANIMOUS CONSENT.

**Economic Development Corporation Regular Meeting
Minutes of March 14, 2013
Page 2**

4.0 EXECUTIVE SESSION - The Corporation Board may hold a closed executive meeting pursuant to provisions of the Open Meetings Act, Chapter 551, Government Code, and Vernon's Texas Codes Annotated, in accordance with the authority contained in one or more of the following sections: Section 551.087, Economic Development and Section 551.071, Consultation with Attorney.

4.1 Discussion regarding commercial or financial information received from a business prospect that the EDC seeks to have locate, stay, or expand in or near the City with which the EDC is conducting economic development negotiations and to deliberate the potential offer of a financial or other incentive related thereto as provided under Section 551.087 Texas Government Code. (Templin)

The meeting recessed into Executive Session at 7:03 p.m. and reconvened in Open Session at 7:39 p.m. No action was taken.

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

5.1 Update Incentive Policy – Neighborhood Empowerment Zone

A motion was made by Ernie Davis and seconded by Glenn Royal

To table the item until later in the meeting.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.2 Update Incentive Policy – Chapter 380 Economic Development Program

A motion was made by Glenn Royal and seconded by Terry Chapman

To adopt the Chapter 380 Agreement as presented pending City Council approval.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.3 Discussion of tax abatements and EDC's recommendations to the City Council.

Motion was made by Ernie Davis and seconded by Glenn Royal

To request that City Council adopt a property redevelopment and property tax abatement policy.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.1 Update Incentive Policy – Neighborhood Empowerment Zone

**Economic Development Corporation Regular Meeting
Minutes of March 14, 2013
Page 3**

91 This item was removed from the table.

92
93 A motion was made by Mayor Royal and seconded by Terry Chapman

94
95 To accept the Neighborhood Empowerment Zone as presented.

96
97 MOTION CARRIED BY UNANIMOUS CONSENT.

98
99 **6.0 APPROVAL OF MINUTES**

100
101 6.1 Approval of the minutes of the February 7, 2013 EDC meeting.

102
103 A motion was made by Mayor Royal and seconded Mark Caldwell

104
105 To approve the minutes of February 7, 2013 as presented.

106
107 MOTION CARRIED BY UNANIMOUS CONSENT.

108
109 **7.0 ROUTINE BUSINESS -- The Corporation will discuss, consider, and if appropriate,**
110 **take action on the items listed below.**

111
112 7.1 Report on economic development activities since the February 7, 2013 EDC meeting.

113
114 No action taken.

115
116 7.2 Marketing report for February 2013.

117
118 No action taken.

119
120 7.3 Establish future meeting dates and agenda items.

121
122 The next meeting will be held on April 11, 2013.

123
124 An item to be entered on the agenda:

125
126 Update on the TxDOT Highway 146 expansion project by Mayor Royal.

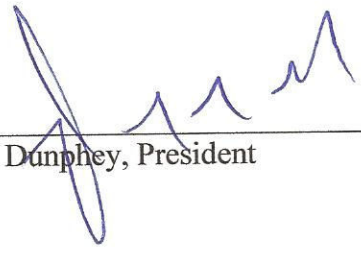
127
128 Upon motion by Ernie Davis, President Dunphey adjourned the meeting at 8:29 p.m.

129
130 MOTION CARRIES BY UNANIMOUS CONSENT

131
132
133 Approved this 11th day of April 2013.

134
135

**Economic Development Corporation Regular Meeting
Minutes of March 14, 2013
Page 4**



Paul R. Dunphy, President



Faith Shallis, Secretary

**CITY OF SEABROOK
RESOLUTION NO. 2013-10
CREATION OF NEIGHBORHOOD EMPOWERMENT ZONE 2**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, CREATING A NEW NEIGHBORHOOD EMPOWERMENT ZONE TO BE DESIGNATED AS THE “NEIGHBORHOOD EMPOWERMENT ZONE 2”, ESTABLISHING THE BOUNDARIES AT THE NORTHERN MOST BOUNDARY OF “NEIGHBORHOOD EMPOWERMENT ZONE 1” AND CONTINUING NORTH TO THE CITY LIMITS, AS MORE SPECIFICALLY DEPICTED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED BY REFERENCE, AND OTHER MATTERS RELATING THERETO

WHEREAS, the City Council (the “City”) desires to encourage the development or redevelopment of a certain contiguous geographic area within its jurisdiction by creation of a neighborhood empowerment zone; and

WHEREAS, the City has determined that the creation of the neighborhood empowerment zone, establishing the boundaries at the northern most boundary of “Neighborhood Empowerment Zone 1” and continuing north to the city limits, as more specifically identified herein, would promote an increase in economic development within the zone; and

WHEREAS, the City finds that the creation of the neighborhood empowerment zone benefits and is for the public purpose of increasing the public health, safety, and welfare of the persons within the City; and

WHEREAS, the Seabrook Economic Development Corporation (SEDC) has, pursuant to its approved bylaws, (specifically Section 4.12), submitted policies for program administration for approval of City Council, which are attached hereto as Exhibit “B”; and

WHEREAS, the City finds that the creation of the neighborhood empowerment zone satisfies the requirements of Section 312.202, Texas Tax Code. Specifically, the City finds that the area will be reasonably likely, as a result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City;

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

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

Section 2. That the area at the northern most boundary of “Neighborhood Empowerment Zone 1” and continuing north to the city limits, depicted on the boundary

Resolution No. 2013-10
Page 2

description and inset map attached hereto and incorporated herein for all purposes as Exhibit "A" be designated as a neighborhood empowerment zone, hereinafter designated as the "Neighborhood Empowerment Zone 2," pursuant to Texas Local Government Code, Chapter 378.

Section 3. That pursuant to the creation of the subject neighborhood empowerment zone, that the City be vested with the power within such zone to: waive or adopt fees related to construction of buildings, including impact fees and fees for inspection of buildings; enter into municipal sales tax refund agreements; enter into agreements abating municipal property taxes; set baseline performance standards to encourage the use of alternative building materials that address concerns relating to the environment; and such other powers accorded by law.

Section 4. The program administration guidelines submitted by SEDC pursuant to its bylaws, contained in the attached Exhibit "B", are hereby approved.

ADOPTED AND APPROVED this the 7th day of May, 2013.

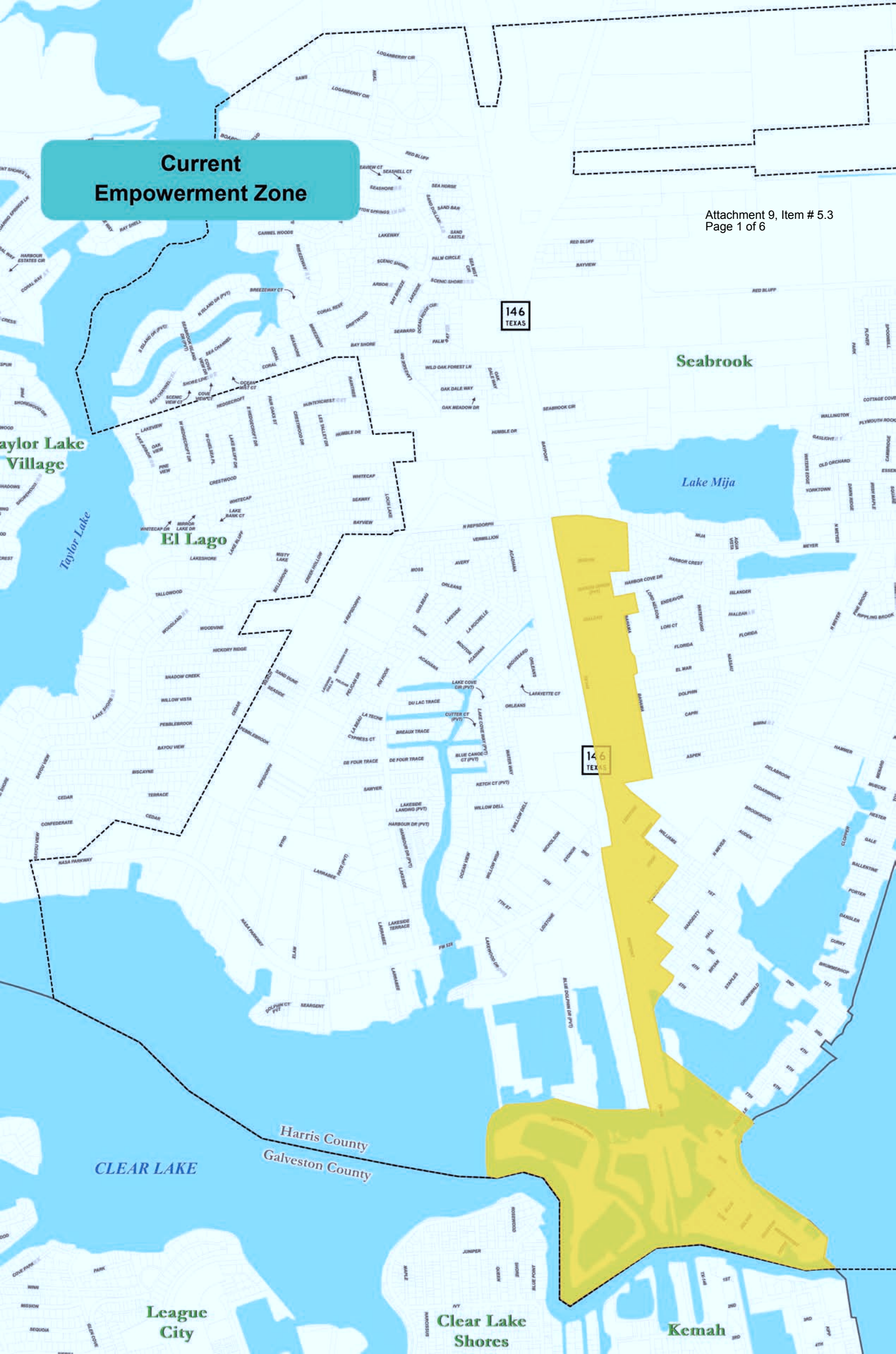
CITY OF SEABROOK, TEXAS

BY: _____
Glenn R. Royal, Mayor, Mayor

ATTEST:

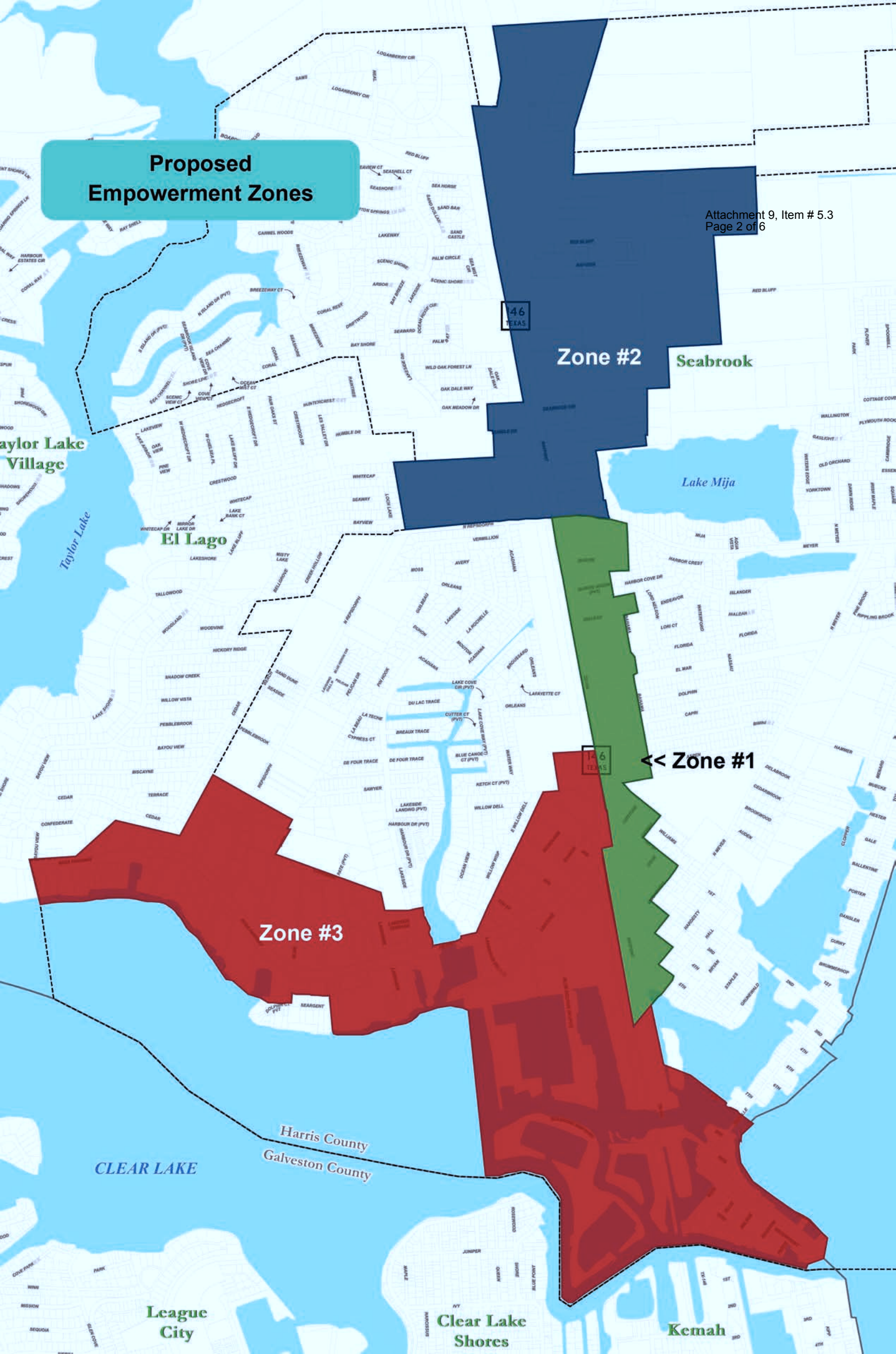
Michele L. Glaser, TRMC
City Secretary

Current
Empowerment Zone



Proposed
Empowerment Zones

Attachment 9, Item # 5.3
Page 2 of 6



Proposed
Empowerment Zone 1



**Proposed
Empowerment Zone 2**

Attachment 9, Item # 5.3
Page 4 of 6

46
TEXAS

Seabrook

Lake Mij

146
TEXAS

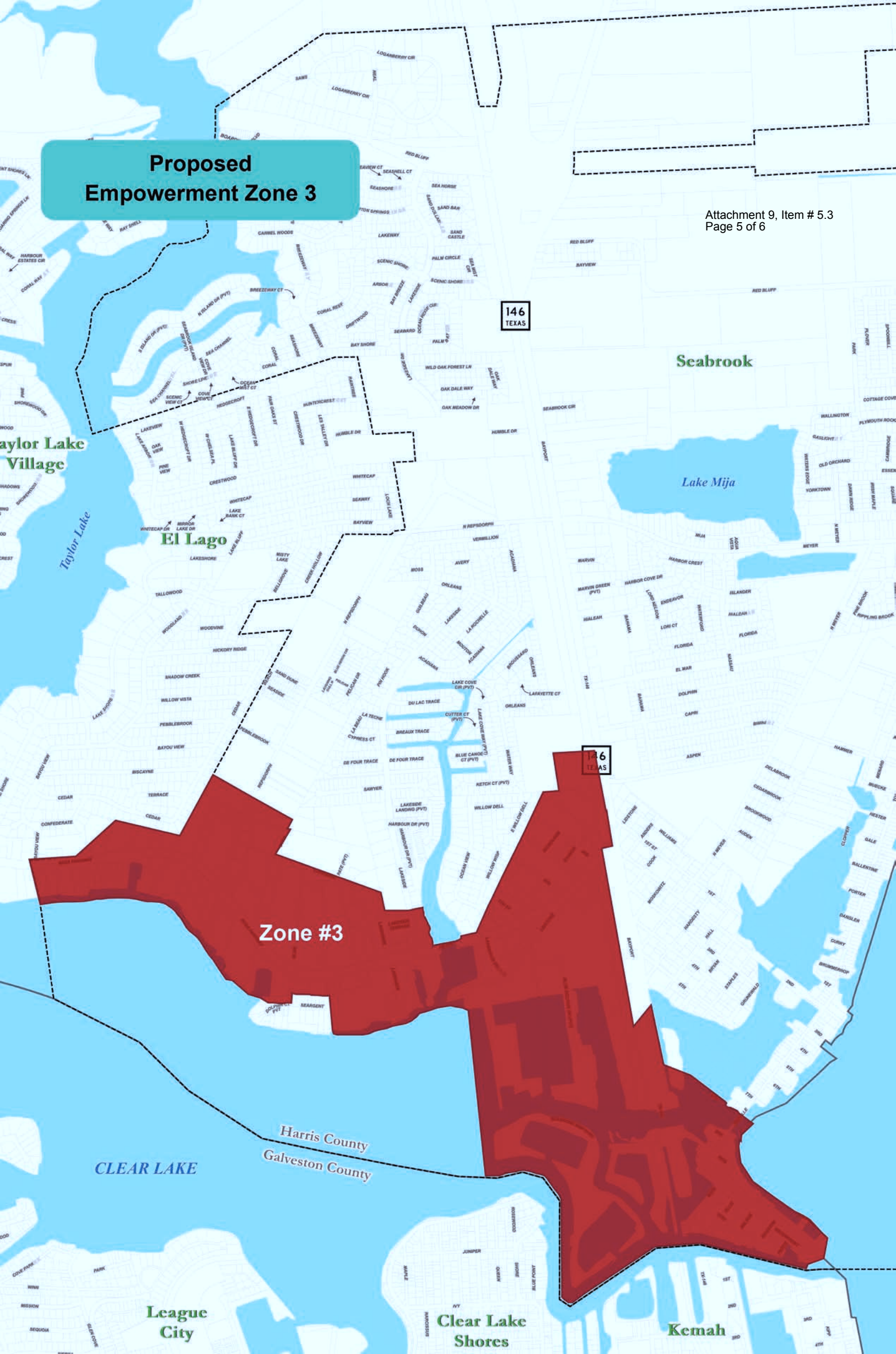
Harris County
Galveston County

League
City

Clear Lake Shores

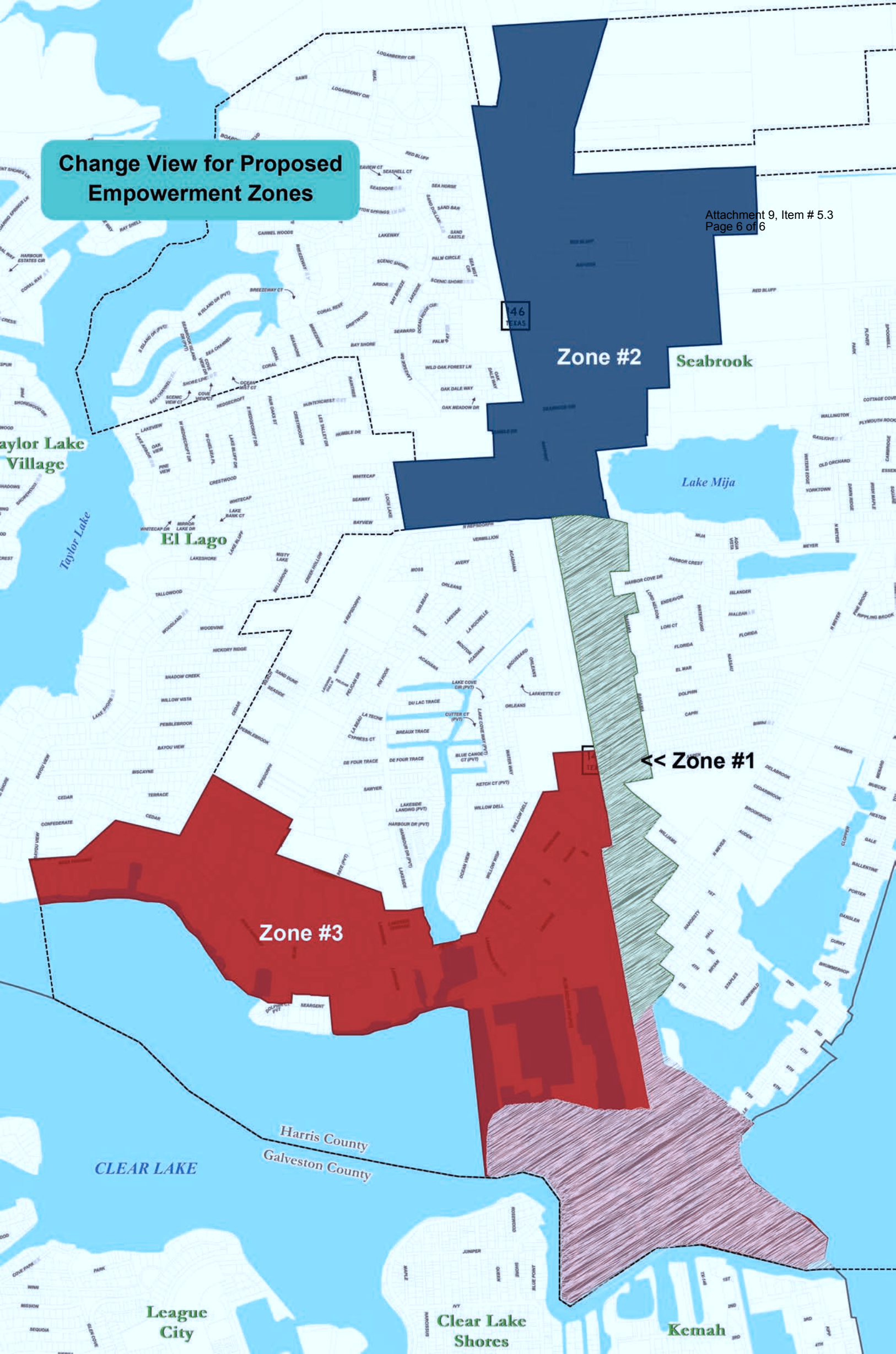
Kemah

Proposed
Empowerment Zone 3



Change View for Proposed Empowerment Zones

Attachment 9, Item # 5.3
Page 6 of 6



CITY OF SEABROOK, TEXAS
NEIGHBORHOOD EMPOWERMENT ZONES GUIDELINES

Executive Summary

The Neighborhood Empowerment Zone was designed to promote economic development in distressed communities by using tax incentives as catalysts for private investment.

The NEZ program is the vehicle by which incentives like building permit fee waivers, release of city liens, and municipal property tax abatements can be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

The Seabrook Economic Development Council has voted unanimously in support of the physical expansion of the zones and provides guidelines for investors wishing to participate in the zone.

The request before city council is for the general approval of the expanded zone and the attached guidelines for business incentive purposes to promote new development as determined by City Council on a case by case basis.

Purpose

The Neighborhood Empowerment Zone (NEZ) is a program designed to enable cities to focus either development or re-development in designated areas to help improve the tax base by encouraging the growth of either businesses or community improvements.

Background

On January 4, 2011, the City Council of Seabrook designated geography along SH146 (see map) as the Seabrook Neighborhood Empowerment Zone via Resolution No. 2011-01. Per section 3 of the resolution, the City has the authority to consider the following options for business development purposes within the zone: waive or adopt fees related to construction of buildings, including impact fees and fees for inspection of buildings; enter into municipal sales tax refund agreements; enter into agreements abating municipal property taxes; set baseline performance standards to encourage the use of alternative building materials that address concerns relating to the environment; and such other powers accorded by law.

Expansion of the NEZ Program

NEZ #1

The original NEZ covers 200+ acres - mostly along SH 146, the Point and the Seabrook Shipyard. I would recommend cutting out the Point and Seabrook Shipyard from this zone so that NEZ #1 would focus solely on SH146 issues.

Companies that wish to be considered for an incentive within NEZ #1 will be required to show a minimum capital investment of \$1,000,000. Once a project assistance application is submitted

Resolution Nos. 2013-09, 2013-10 & 2013-11

Exhibit B

Page 2

and approved showing the required minimum capital improvement, the following items may be considered for the project:

- Waive one hundred percent (100%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit;
- One hundred percent (100%) reimbursement of water and wastewater impact fees and water tap fees (see Seabrook City Code §85-156, Table 6.1 for fee schedule); and
- Abate real property taxes in accordance with the City's tax abatement policies.

NEZ #2

This area will encompass the commercial areas **north** of NEZ #1 along SH 146 and include the Repsdorph Circle properties. Companies that wish to be considered for an incentive within NEZ #2 will be required to show a minimum capital investment (see below). Once a project assistance application is submitted **and** approved showing the required minimum capital improvement, the following items may be considered for the project:

If between \$500,000 and \$1,000,000 in capital improvements:

- Waive fifty percent (50%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit; and
- Abate real property taxes in accordance with the City's tax abatement policies.

If over \$1,000,000 in capital improvements **OR** if the business is displaced by the construction and expansion of SH146 in the City of Seabrook, the following items may be considered for the project:

- Waive one hundred percent (100%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit;
- One hundred percent (100%) reimbursement of water and wastewater impact fees and water tap fees (see ordinance 85-156 for fee schedule); and
- Abate real property taxes in accordance with the City's tax abatement policies.

NEZ #3

This area will encompass the commercial properties along NASA Parkway, the Seabrook Shipyard and the Point. Companies that wish to be considered for an incentive within NEZ #3

Resolution Nos. 2013-09, 2013-10 & 2013-11

Exhibit B

Page 3

will be required to show a minimum capital investment (see below). Once a project assistance application is submitted **and** approved showing the required minimum capital improvement, the following items may be considered for the project:

If between \$500,000 and \$1,000,000 in capital improvements:

- Waive fifty percent (50%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit; and
- Abate real property taxes in accordance with the City's tax abatement policies.

If over \$1,000,000 in capital improvements **OR** if the business is displaced by the construction and expansion of SH146 in the City of Seabrook, the following items may be considered for the project:

- Waive one hundred percent (100%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit;
- One hundred percent (100%) reimbursement of water and wastewater impact fees and water tap fees (see ordinance 85-156 for fee schedule); and
- Abate real property taxes in accordance with the City's tax abatement policies.

This policy shall be in effect until further notice. For questions about qualifications under this program, please contact the Economic Development Department of the City of Seabrook.

#

**CITY OF SEABROOK
RESOLUTION NO. 2013-11
CREATION OF NEIGHBORHOOD EMPOWERMENT ZONE 3**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, CREATING A NEW NEIGHBORHOOD EMPOWERMENT ZONE TO BE DESIGNATED AS THE “NEIGHBORHOOD EMPOWERMENT ZONE 3”, ESTABLISHING THE BOUNDARIES AT THE LOWER PORTION OF THE ORIGINAL “SH 146 CORRIDOR EMPOWERMENT ZONE,” SOUTH OF HALL STREET INCLUDING COMMERCIAL PROPERTIES ALONG NASA PARKWAY UNTIL THE WESTERN MOST BOUNDARY OF THE CITY, AS MORE SPECIFICALLY DEPICTED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED BY REFERENCE, AND OTHER MATTERS RELATING THERETO

WHEREAS, the City Council (the “City”) desires to encourage the development or redevelopment of a certain contiguous geographic area within its jurisdiction by creation of a neighborhood empowerment zone; and

WHEREAS, the City has determined that the creation of the neighborhood empowerment zone, establishing the boundaries at the lower portion of the original “SH 146 Corridor Empowerment Zone,” south of Hall street, including commercial properties along NASA Parkway until the western most boundary of the City, as more specifically identified herein, would promote an increase in economic development within the zone; and

WHEREAS, the City finds that the creation of the neighborhood empowerment zone benefits and is for the public purpose of increasing the public health, safety, and welfare of the persons within the City; and

WHEREAS, the Seabrook Economic Development Corporation (SEDC) has, pursuant to its approved bylaws, (specifically Section 4.12), submitted policies for program administration for approval of City Council, which are attached hereto as Exhibit “B”; and

WHEREAS, the City finds that the creation of the neighborhood empowerment zone satisfies the requirements of Section 312.202, Texas Tax Code. Specifically, the City finds that the area will be reasonably likely, as a result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City;

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

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

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Section 2. That the area at the lower portion of the original “SH 146 Corridor Empowerment Zone,” south of Hall street, including commercial properties along NASA Parkway until the western most boundary of the City, depicted on the boundary description and inset map attached hereto and incorporated herein for all purposes as Exhibit “A” be designated as a neighborhood empowerment zone, hereinafter designated as the “Neighborhood Empowerment Zone 3,” pursuant to Texas Local Government Code, Chapter 378.

Section 3. That pursuant to the creation of the subject neighborhood empowerment zone, that the City be vested with the power within such zone to: waive or adopt fees related to construction of buildings, including impact fees and fees for inspection of buildings; enter into municipal sales tax refund agreements; enter into agreements abating municipal property taxes; set baseline performance standards to encourage the use of alternative building materials that address concerns relating to the environment; and such other powers accorded by law.

Section 4. The program administration guidelines submitted by SEDC pursuant to its bylaws, contained in the attached Exhibit “B”, are hereby approved.

ADOPTED AND APPROVED this the 7th day of May, 2013.

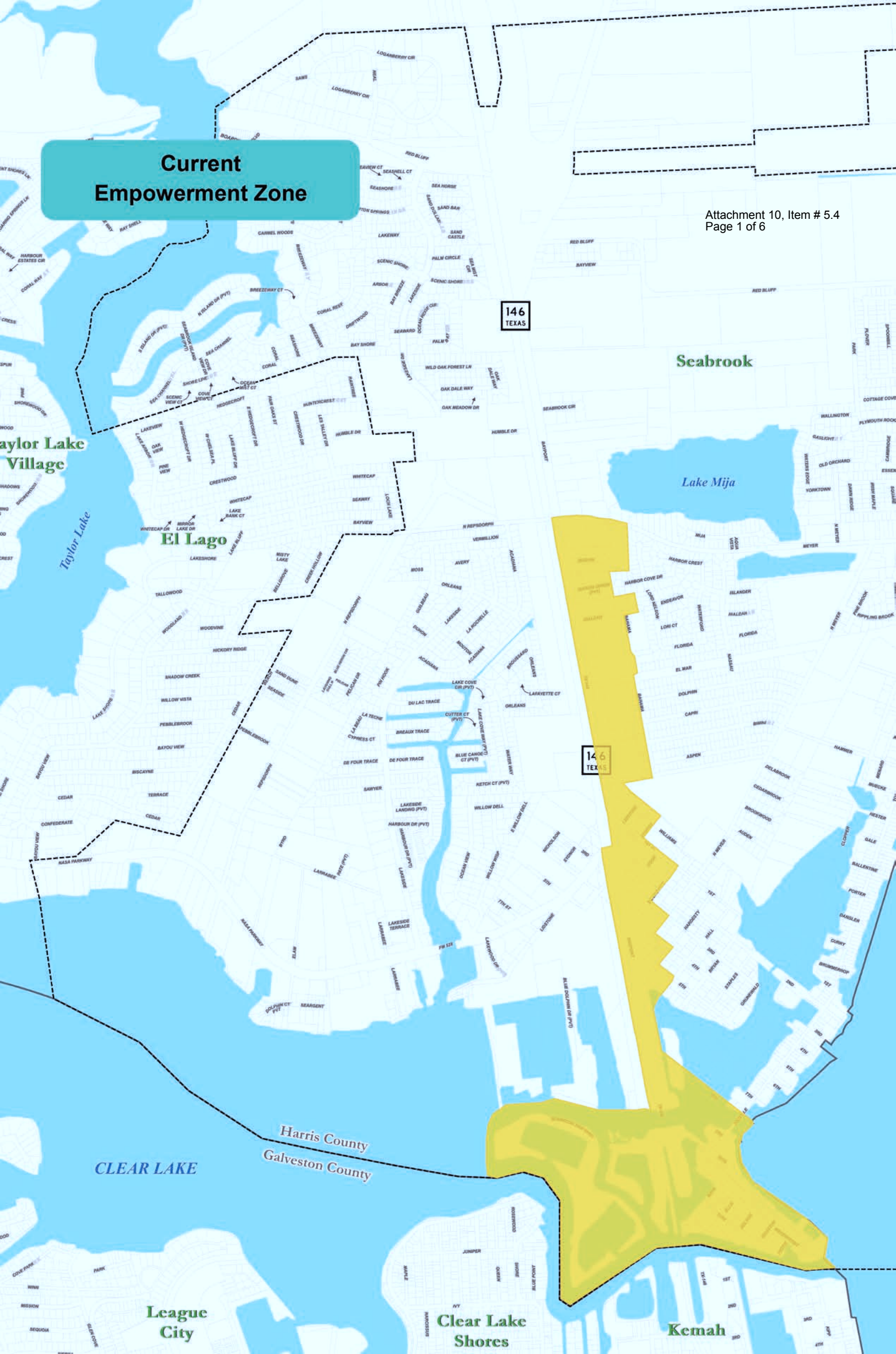
CITY OF SEABROOK, TEXAS

BY: _____
Glenn R. Royal, Mayor, Mayor

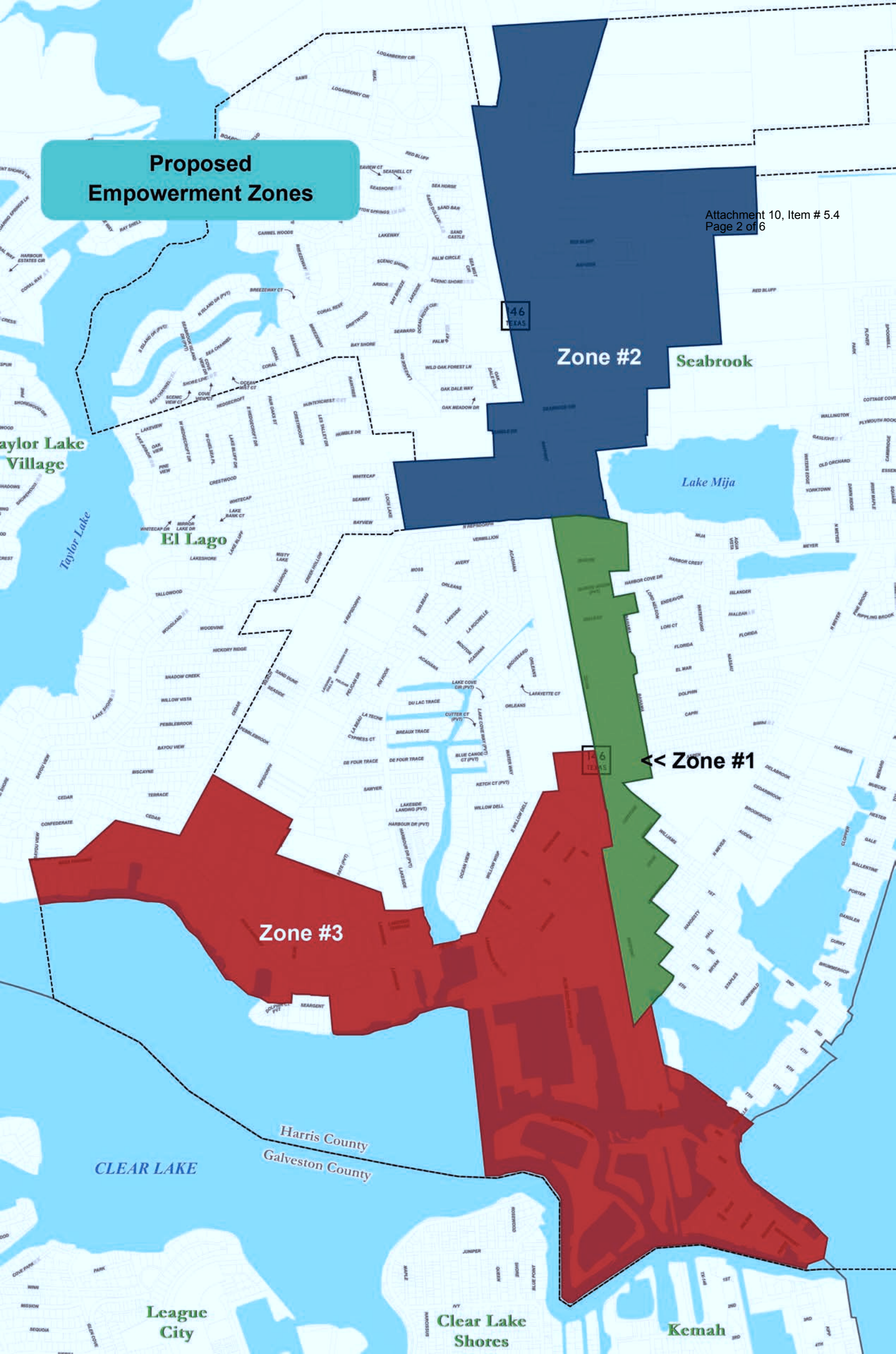
ATTEST:

Michele L. Glaser, TRMC
City Secretary

Current
Empowerment Zone



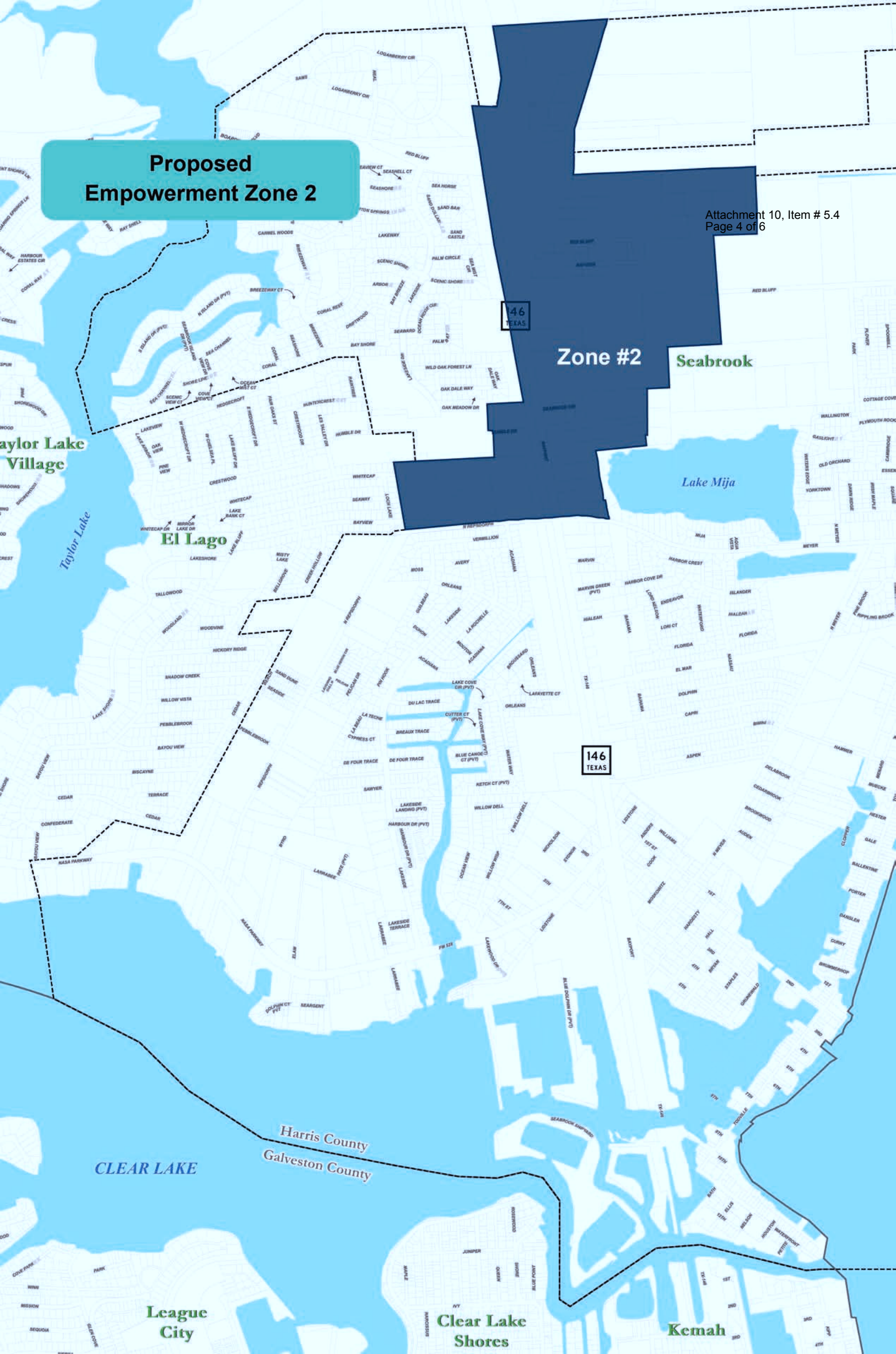
Proposed
Empowerment Zones



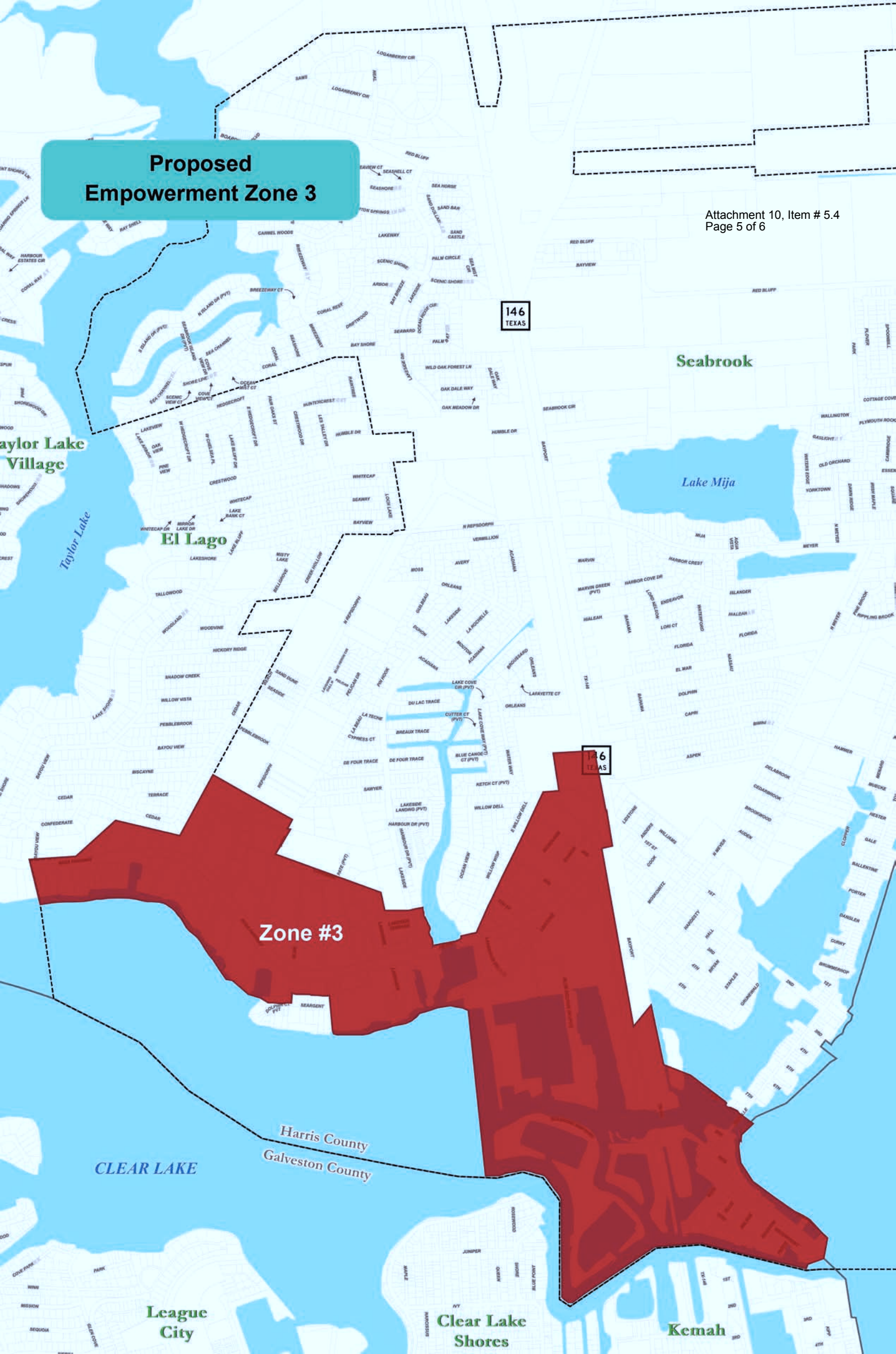
Proposed
Empowerment Zone 1



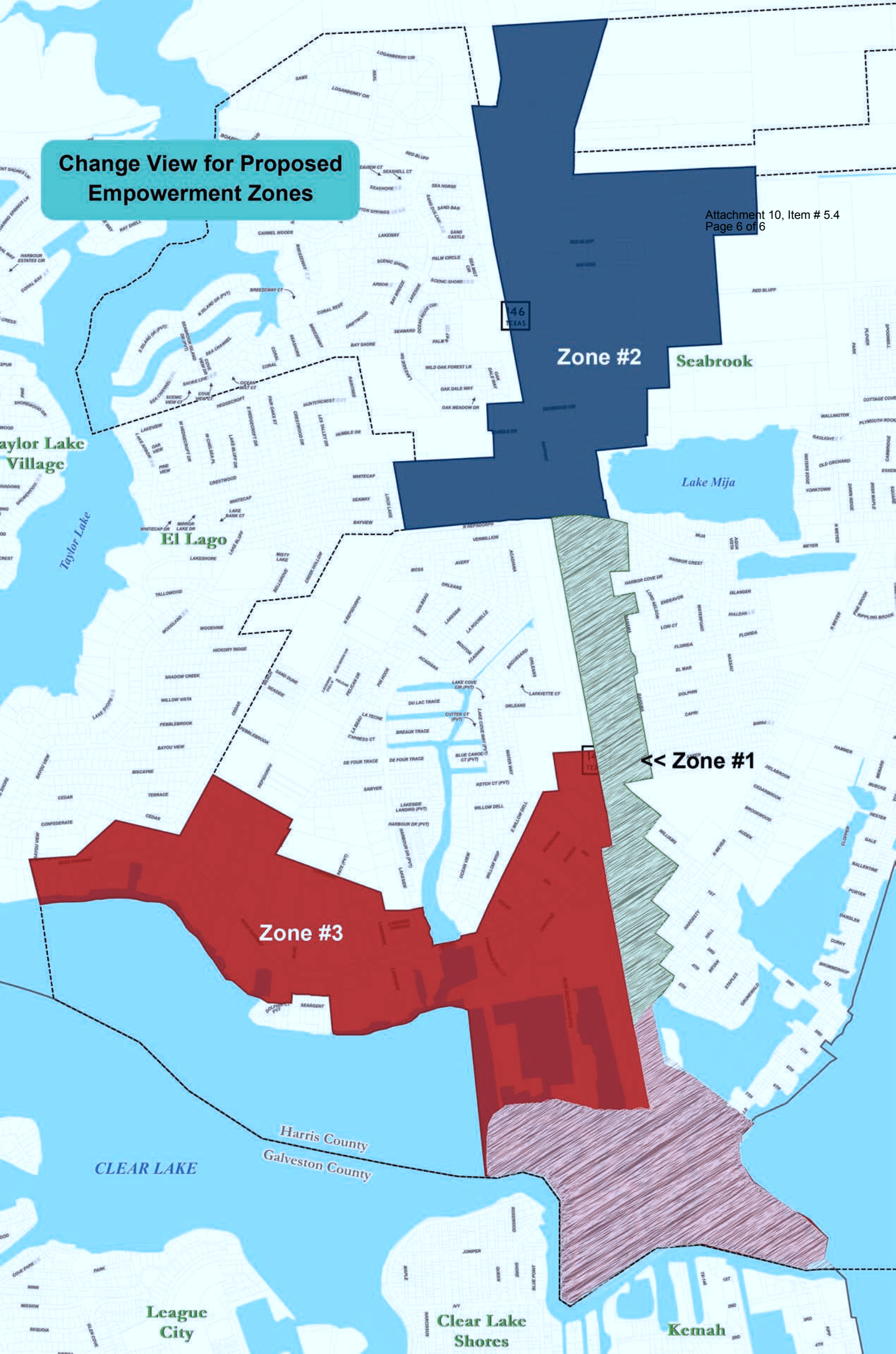
Proposed
Empowerment Zone 2



Proposed
Empowerment Zone 3



Change View for Proposed Empowerment Zones



CITY OF SEABROOK, TEXAS
NEIGHBORHOOD EMPOWERMENT ZONES GUIDELINES

Executive Summary

The Neighborhood Empowerment Zone was designed to promote economic development in distressed communities by using tax incentives as catalysts for private investment.

The NEZ program is the vehicle by which incentives like building permit fee waivers, release of city liens, and municipal property tax abatements can be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

The Seabrook Economic Development Council has voted unanimously in support of the physical expansion of the zones and provides guidelines for investors wishing to participate in the zone.

The request before city council is for the general approval of the expanded zone and the attached guidelines for business incentive purposes to promote new development as determined by City Council on a case by case basis.

Purpose

The Neighborhood Empowerment Zone (NEZ) is a program designed to enable cities to focus either development or re-development in designated areas to help improve the tax base by encouraging the growth of either businesses or community improvements.

Background

On January 4, 2011, the City Council of Seabrook designated geography along SH146 (see map) as the Seabrook Neighborhood Empowerment Zone via Resolution No. 2011-01. Per section 3 of the resolution, the City has the authority to consider the following options for business development purposes within the zone: waive or adopt fees related to construction of buildings, including impact fees and fees for inspection of buildings; enter into municipal sales tax refund agreements; enter into agreements abating municipal property taxes; set baseline performance standards to encourage the use of alternative building materials that address concerns relating to the environment; and such other powers accorded by law.

Expansion of the NEZ Program

NEZ #1

The original NEZ covers 200+ acres - mostly along SH 146, the Point and the Seabrook Shipyard. I would recommend cutting out the Point and Seabrook Shipyard from this zone so that NEZ #1 would focus solely on SH146 issues.

Companies that wish to be considered for an incentive within NEZ #1 will be required to show a minimum capital investment of \$1,000,000. Once a project assistance application is submitted

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Exhibit B

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and approved showing the required minimum capital improvement, the following items may be considered for the project:

- Waive one hundred percent (100%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit;
- One hundred percent (100%) reimbursement of water and wastewater impact fees and water tap fees (see Seabrook City Code §85-156, Table 6.1 for fee schedule); and
- Abate real property taxes in accordance with the City's tax abatement policies.

NEZ #2

This area will encompass the commercial areas **north** of NEZ #1 along SH 146 and include the Repsdorph Circle properties. Companies that wish to be considered for an incentive within NEZ #2 will be required to show a minimum capital investment (see below). Once a project assistance application is submitted **and** approved showing the required minimum capital improvement, the following items may be considered for the project:

If between \$500,000 and \$1,000,000 in capital improvements:

- Waive fifty percent (50%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit; and
- Abate real property taxes in accordance with the City's tax abatement policies.

If over \$1,000,000 in capital improvements **OR** if the business is displaced by the construction and expansion of SH146 in the City of Seabrook, the following items may be considered for the project:

- Waive one hundred percent (100%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit;
- One hundred percent (100%) reimbursement of water and wastewater impact fees and water tap fees (see ordinance 85-156 for fee schedule); and
- Abate real property taxes in accordance with the City's tax abatement policies.

NEZ #3

This area will encompass the commercial properties along NASA Parkway, the Seabrook Shipyard and the Point. Companies that wish to be considered for an incentive within NEZ #3

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will be required to show a minimum capital investment (see below). Once a project assistance application is submitted **and** approved showing the required minimum capital improvement, the following items may be considered for the project:

If between \$500,000 and \$1,000,000 in capital improvements:

- Waive fifty percent (50%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit; and
- Abate real property taxes in accordance with the City's tax abatement policies.

If over \$1,000,000 in capital improvements **OR** if the business is displaced by the construction and expansion of SH146 in the City of Seabrook, the following items may be considered for the project:

- Waive one hundred percent (100%) of all fees related to commercial construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit;
- One hundred percent (100%) reimbursement of water and wastewater impact fees and water tap fees (see ordinance 85-156 for fee schedule); and
- Abate real property taxes in accordance with the City's tax abatement policies.

This policy shall be in effect until further notice. For questions about qualifications under this program, please contact the Economic Development Department of the City of Seabrook.

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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
4	OPEN/IN WORK	12/4/2012			Staff/Council			6.1	Consider transportation alternatives from hotels to new cruise terminal.	Update provided at 2/19 meeting. Ongoing discussions.
5	OPEN/IN WORK	12/4/2012			Staff/P&Z			5.4	Ord. No. 2012-24, "Deleting Existing Point Overlay Sign Regulations" was tabled for staff & P&Z review.	P&Z met on 2/21. Will send to Council at a future date after discussion with business(es).
7	OPEN/IN WORK	1/8/2013			Staff/Council			4.2	Hold a contest to ask for new name of swimming pool complex. Council will judge entries.	Contest ended April 1. Entrees will be considered by Council on 5/7.
9	OPEN/IN WORK	1/22/2013			<i>Ad hoc</i> members/city manager			5.2	<i>Ad hoc</i> committee to deal with fire department issues.	Ongoing.
10	OPEN/IN WORK	2/5/2013			City Secretary			3.4	Advertise for new applicants whenever board members terms are expiring.	Ongoing.
11	OPEN/IN WORK	4/2/2013			P&Z/Landis			6.3	Council asked P&Z to allow special advertising for businesses during special events and for new businesses.	P&Z will consider in June, 2013.
14	OPEN/IN WORK	4/2/2013			City Manager			6.2	Meet with city engineers for recommendations concerning safety of left turns from SH 146.	Will be on June 4 council agenda.

May 2013

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