



**SEABROOK CITY COUNCIL
NOTICE OF SPECIAL CITY COUNCIL MEETING
MONDAY, JULY 22, 2024 - 5:00 PM**

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

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **MONDAY, JULY 22, 2024 AT 5:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1ST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

PLEDGE OF ALLEGIANCE

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

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

REGISTER ONLINE TO SPEAK IN PERSON DURING PUBLIC COMMENTS:
www.seabrooktx.gov/publiccomment

2. NEW BUSINESS

2.1 Hear a presentation, consider, and take all appropriate action on the approval of an agreement between the City of Seabrook and Driver & Rescue Club LLC, lessee of the property located at 2613 1/2 NASA Parkway (operating as 'The Yard' at Barge295) for temporary conditional exceptions to various codes and ordinances, and providing for a term.

2.2 Consider and take all appropriate action on an Agreement between the City of Seabrook and the City of El Lago for temporary use of 0 Lakeside for a debris removal yard.

THE CITY COUNCIL RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED

AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE) THAT JUSTIFIES EXECUTIVE SESSION TREATMENT.

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

I certify that this notice was posted on the bulletin board on or before Friday, July 19, 2024 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





Agenda Briefing

Date of Meeting: July 22, 2024

Responsible Department: City Manager's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Hear a presentation, consider, and take all appropriate action on the approval of an agreement between the City of Seabrook and Driver & Rescue Club LLC, lessee of the property located at 2613 1/2 NASA Parkway (operating as 'The Yard' at Barge295) for temporary conditional exceptions to various codes and ordinances, and providing for a term.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. Copy Barge Agreement for Exceptions 7-19-2024

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

**AGREEMENT BETWEEN THE CITY OF SEABROOK, MORGAN SOUTHWEST
LAND COMPANY, AND DRIVER & RESCUE CLUB LLC("BARGE295")**

FOR

**TEMPORARY CONDITIONAL EXCEPTIONS TO CODES AND ORDINANCES
RELATING TO HURRICANE BERYL**

This Agreement ("Agreement") is made and entered into as of [Date], by and between the City of Seabrook, a municipal corporation ("City"), Morgan Southwest Land Co. ("Owner"), and Driver & Rescue Club LLC("Barge295").

RECITALS

WHEREAS, previous to Hurricane Beryl's damage the "Yard" served as a patio or outdoor café as an accessory/subordinate use to the primary bar and food service use of the "Barge". The business in the "Yard" was contingent upon the primary fixed-brick-and-mortar use of the "Barge" for the food preparation, for primary bar services, and to provide all required restrooms.

WHEREAS, Hurricane Beryl damaged the primary fixed brick and mortar use of the "Barge" to the extent that the "Barge" is no longer able to serve as the principal use.

WHEREAS, Morgan Southwest Land Co. is the owner and Barge295 is the lessee of certain real property ("Property") described as [legal description of property], located at 2613 ½ E. Nasa Parkway, Seabrook, Texas 77586, containing businesses called Barge295 and The Yard, and further described by site plan attached hereto as Exhibit "A" and incorporated as part of this Agreement; and

WHEREAS, Barge295 has requested temporary conditional exceptions to multiple items in the City Code to address specific needs and issues; and

WHEREAS, the City Council of the City of Seabrook has determined that granting such temporary conditional exceptions, on a temporary basis, is in the best interest of the community and will provide necessary relief and flexibility while maintaining the integrity of the City Code and Ordinances;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Temporary Conditional Exceptions Approval

The City hereby grants Barge295 a temporary and conditional exception to the following items in the City Code and Ordinances, subject to the terms and conditions set forth in this Agreement:

Item 1: Allow temporary restrooms not in compliance with plumbing code that have no permanent installations

Code: Plumbing Code, Sec-326 (ICC 2021 – Adopted)

Section 2903: Design and Installation of Plumbing Systems

2903.1 General

Plumbing systems shall be designed and installed to provide a permanent, sanitary, and safe method of waste disposal.

2903.1.1 Permanent Installations: All plumbing fixtures, including toilets, lavatories, and urinals, must be permanently installed. Temporary or portable plumbing fixtures do not satisfy the requirements of this code.

Special Conditional Exception(s): 7 total number of temporary restrooms in accordance with the description/model in Exhibit “B”; the number of temporary restrooms located on Property shall not expand or otherwise impact the maximum occupancy levels currently allowed. With seven (7) temporary restrooms, the maximum occupancy load as calculated by the Building Official is **275**.

Item 2: Allow one food truck to operate as the primary use not in compliance with the Mobile Food Vendor Ordinance

Code: Mobile Food Vendor Ordinance

Section (a)(1)(j)

Special Conditional Exception(s): _____

Item 3: Allow food truck connections a water or sewage system on site not in compliance with the Mobile Food Vendor Ordinance

Mobile Food Vendor Ordinance

Section (2)(k)(4)

Special Conditional Exception(s): _____

Item 4: Allow food truck to set up, locate, and use other device or equipment intended to increase the serving capacity of the mobile food vendor not in compliance with the Mobile Food Vendor Ordinance

Mobile Food Vendor Ordinance

Section (2)(p)

Special Conditional Exception(s): _____

Item 5: Allow food truck to operate outside the hours of 8:00am – 10:00am and not in compliance with the Mobile Food Vendor Ordinance

Mobile Food Vendor Ordinance

Section (2)(q)

Special Conditional Exception(s): _____

Item 6: Allow food truck to operate on private property that does not contain a permanent business operating in a building with a certificate of occupancy at all times, and the mobile vending unit is occupying property and not in compliance with the Mobile Food Vendor Ordinance

Mobile Food Vendor Ordinance

Section (3)(b)

Special Conditional Exception(s): _____

Item 7: Allow food truck to operate with the use of temporary restrooms and not have use of permanent flushable restrooms from a business within 300 feet during hours of operation not in compliance with the Mobile Food Vendor Ordinance; provided, however, the number of temporary restrooms located on Property shall not expand or otherwise impact the maximum occupancy levels currently allowed on the Property.

Mobile Food Vendor Ordinance

Section (2)(k)(4)

Special Conditional Exception(s): _____

Item 8: Allow one (1) additional special event for a total of five (5) for 2024

Special Event Ordinance

Special Conditional Exception(s): _____

2. Term of Special Conditional Exceptions

The special conditional exceptions shall commence on complete execution of this agreement and shall expire no later than **six (6) months**, unless otherwise terminated or extended in accordance with this Agreement.

3. Compliance with Other Laws

Barge295 shall comply with all other applicable federal, state, and local laws, regulations, and ordinances during the term of the temporary conditional exception.

4. Inspection Access

Right of Access: The City shall have the right to access the Barge295 site ("Site") for the purposes of inspection at any time, with or without prior notice, to ensure compliance with all applicable laws, regulations, and terms of this Agreement.

5. Impact Mitigation

Barge295 agrees to implement the following measures to mitigate any potential negative impacts of the temporary conditional exceptions:

- Temporary Restrooms will be moved pending any Tropical Disturbance that could result in flooding or surge

6. Indemnification

Barge295 agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in connection with the granting and implementation of the temporary conditional exceptions.

7. Termination

The City reserves the right to terminate this Agreement and the temporary conditional exceptions granted herein at any time for cause, including but not limited to Driver & Rescue Club LLC("Barge295")'s failure to comply with the terms and conditions of this Agreement or any applicable laws.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

9. Amendment

This Agreement may be amended only by a written instrument executed all parties.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, County of Harris.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Seabrook

By: _____

Name: [Name]

Title: [Title]

Driver & Rescue Club LLC("Barge295")

By: _____

Name: [Name]

Title: [Title]

Morgan Southwest Land Co. ("Owner")

By: _____

Name: [Name]

Title: [Title]

[illegible]



Exhibit "B"

Description and Model of Temporary Restrooms

Response: "1 ada compliant port a potty and 1 (5) stall trailered restroom"

Email 7/19/2024

draft



Agenda Briefing

Date of Meeting: July 22, 2024

Responsible Department: City Manager's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on an Agreement between the City of Seabrook and the City of El Lago for temporary use of 0 Lakeside for a debris removal yard.

Executive Summary / Background:

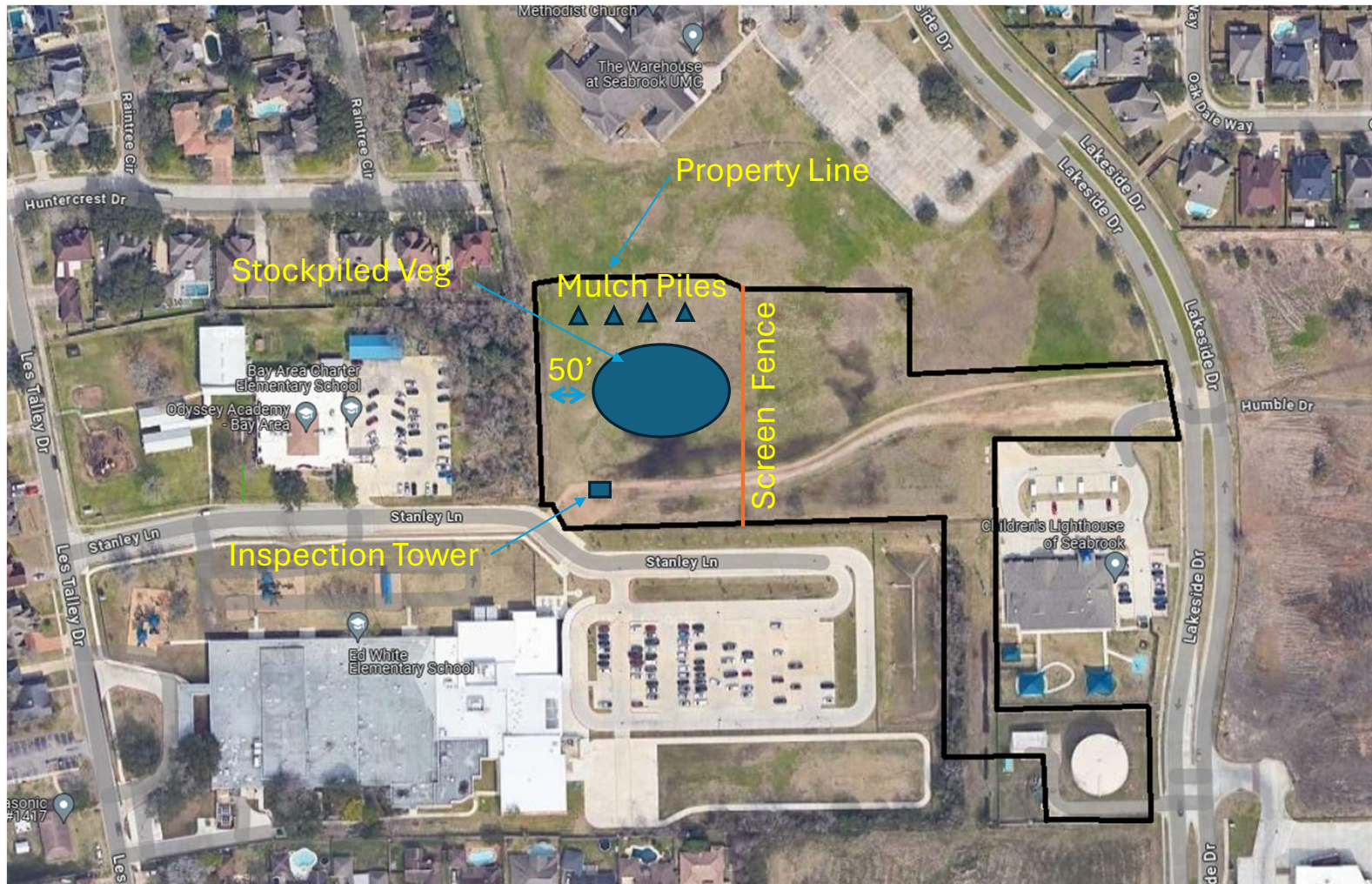
Funding / Fiscal Information:

Supporting Materials Attached:

1. Lakeside DMS Map4
2. El Lago Temporary Use Agreement 0 Lakeside Debris

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



Note: Site will include a Multiquip WT5C – Water Trailer with 525-Gal tank for dust and fire suppression.



Coordination with local Fire Marshal, Nathan Douglas occurred on July 14, 2024, and given a verbal concurrence. Email Documentation is provided.

AGREEMENT FOR TEMPORARY USE OF 0 LAKESIDE FOR DEBRIS REMOVAL STAGING

This Agreement ("Agreement") is entered into on this ____ day of _____, 2024, by and between the City of Seabrook, Texas ("Seabrook") and the City of El Lago, Texas ("El Lago"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Seabrook owns the property located at 0 Lakeside ("Property"); and

WHEREAS, El Lago desires to use the Property temporarily for the purpose of disaster vegetative debris removal staging and mulching; and

WHEREAS, Seabrook agrees to allow such use under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

- 1. TERM OF USE** Seabrook hereby grants El Lago the temporary use of the Property for debris removal staging from the date of execution of this Agreement until the end of the 2024-2025 CCISD School Year, subject to earlier termination as provided herein.
- 2. NO BURNING** El Lago agrees that no burning of any kind shall be permitted on the Property.
- 3. INGRESS AND EGRESS** El Lago shall ensure that there is no ingress or egress to the Property within the city limits of Seabrook. Access to the Property shall only be through designated routes agreed upon by both Parties and shall not infringe upon Seabrook's city limits.
- 4. SECURITY SCREENING** El Lago shall maintain a secure screen around the Property to contain debris and prevent any access through Seabrook's city limits. The screen must be approved by Seabrook and shall be maintained in good condition for the duration of this Agreement.
- 5. RESTORATION OF TRAILS AND GROUNDS** El Lago agrees to repair and restore all trails and grounds on the Property at the end of the use period and prior to the start of the 2024-2025 CCISD School Year. Restoration shall be to the satisfaction and approval of Seabrook.
- 6. DRAINAGE** El Lago shall ensure that drainage on and around the Property is not impaired in any way. Any issues related to drainage caused by El Lago's use of the Property must be promptly addressed and remedied by El Lago at its own expense.
- 7. COMPLIANCE WITH LAWS** El Lago agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its use of the Property.

8. TERMINATION Seabrook reserves the right to terminate this Agreement with seven (7) days' written notice to El Lago if El Lago breaches any terms of this Agreement. Upon termination, El Lago shall promptly vacate the Property and restore it as specified in Section 5.

9. INDEMNIFICATION El Lago agrees to indemnify, defend, and hold harmless Seabrook, its officers, agents, and employees from and against any and all claims, demands, liabilities, damages, losses, and expenses, including reasonable attorney's fees, arising out of or in connection with El Lago's use of the Property.

10. ENTIRE AGREEMENT This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

11. AMENDMENTS This Agreement may only be amended by a written instrument executed by both Parties.

12. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF SEABROOK, TEXAS

By: _____
Name: _____
Title: _____

CITY OF EL LAGO, TEXAS

By: _____
Name: _____
Title: _____