

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, MAY 13, 2014 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY MAY 13, 2014 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 the Texas Comptroller's Platinum Leadership Circle Award for Transparency in Financial Reporting. (Lab)
- 1.2 Present award to outgoing Mayor Pro Tem, Laura Davis. (Council)
- 1.3 Administer the Oath of Office and Certificates of Election to Glenn Royal, Mayor and Councilmembers Mike Giangrosso, Position 2; Melissa Botkin, Position 4; and O.J. Miller, Position 6.

Immediately after the Oath, Council will adjourn the meeting and a reception will be held to honor outgoing Mayor Pro Tem Davis and to welcome newly elected Mayor and Councilmembers in Positions 2, 4 and 6. (Glaser)

- 1.4 Presentation of the Semi-Annual Report by the Economic Development Corporation. (EDC)

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 Award Bid Project No. 2014-03, IP Dispatch Consoles for the Police Department, Fire Department and Alternate Dispatch in the Emergency Operations Center in the amount of \$94, 249.46. (Wright)

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.

ATTACHMENT 2

- 4.1 Cancel the contract for Court Fees and Fines Collection Services with Perdue, Brandon, Fielder, Collins & Mott L.L. P. and authorize Mayor to send letter of notification of cancellation. (Webbon)

ATTACHMENT 3

- 4.2 Approve an agreement with Moore's Honey Farm to keep bees on city owned property during the months of May and June of each year. Property is north of Red Bluff Road in the Ritson Morris Survey, Abstract 52. (Cook)

ATTACHMENT 4

- 4.3 Approve Investment Report for 2nd quarter 2013-14. (Lab)

ATTACHMENT 5

- 4.4 Approve the Minutes of the May 6, 2014 Regular City Council Meeting. (Glaser)

END OF CONSENT AGENDA

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

ATTACHMENT 6

- 5.1 Consider and approve Phase I and Phase II site locations for the extension to the hike and bike trail system. This project will be funded by the Texas Parks and Wildlife grant. (Cook)
- 5.2 Consider problem of overflow parking at the Point on property without a

driveway, causing vehicles to go over the curb. (Johnson)

ATTACHMENT 7

5.3 Present/Consider City Council Procedures Manual (Cook/Glaser)

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

ATTACHMENT 8

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

ATTACHMENT 9

6.2 Establish future meeting dates and agenda items, including possible scheduling of new Council photo. (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 Council Orientation on Legal Issues concerning the Texas Open Meetings Act and Conflict of Interest.(Weathered)

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 9, 2014 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*

Date of Meeting: May 13, 2014

Submitter/Requestor: C. Galyean, Chief Wright and Chief Cook

Presenter: Chief Wright or Chief Cook

Description/Subject: Acceptance of Bid #2014-03 (IP Dispatch Console System) from Emergency Communications Services for the Purchase and installation of IP Dispatch Consoles for Police Department, Fire Department and Alternate Dispatch in the Emergency Operations Center, in the Amount of \$94,269.46.

Purpose/Need: Policy Issue ☐ Administrative Issue ☐

The current radio's used for dispatching are at end of life. This new IP dispatch system will allow for back up dispatch locations and this system is flexible. Continuity of Operations is important in public safety and this accomplishes that level of importance.

Background/Issue (What prompted this need?):

Radios are currently at the end of life. This will allow for the new radios to operate on IP system to enhance the Continuity of Operations in the Public Safety area of response.

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

Police and Fire Departments

Attachments:

1. Bid application from Emergency Communications Services
2. Bid result sheet
3. 25% Mobilization Invoice

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

Agenda Briefing Form
Page 2

Future/Ongoing Impact ☐ Yes ☐ No _____

Budget Dept/Line Item Number

Funding Comments:

This is funded through the Fire Bonds.

Where on the agenda should this item be placed?

Bid Awards

Suggested Motion:

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.

DUPLICATE



**City of Seabrook
Notice to Bidders
Sealed Bid Project #2014-03
IP Dispatch Console System**

Sealed BIDS for the IP Dispatch Console System, located at the Police Department, Emergency Operations Center and Fire Department, Seabrook Project No. 2014-03, will be received until 2:30 p.m. on **Monday, March 31, 2014**, in the office of the City Secretary, 1700 First Street, Suite 206, Seabrook, Texas 77586. Bids must be received and time stamped by the City Secretary prior to the aforementioned time, when they will be publicly opened and read aloud in Suite 204. Bidding Documents may be obtained at Seabrook City Hall or by contacting Charles "Jeff" Galyean at 281-291-5700 or jgalyean@seabrooktx.gov.

No pre-bid conference will be held.

Until final award of the Contract, the OWNER reserves the right to reject any or all Bids, to waive irregularities or technicalities, to re-advertise, or proceed to do the Work otherwise when in the best interests of the OWNER.

PUBLISHED: March 13, 2014
March 20, 2014

INVITATION TO BID



1700 First Street

BID TITLE: Radio Dispatch System
PROJECT NUMBER: 2014-03

BID OPENING DATE: Monday March 31, 2014
@ 2:30 PM.

LATE BIDS WILL NOT BE CONSIDERED.

Bidder Must Fill In & Sign

Name of Firm, Company

Emergency Communication Service LLC

Agent's Name

Josh Sparks

Agent's Title

Owner

Mailing Address

16207 Bourrelet Way

City

Crosby

State

Texas

Zip

77532

Telephone

7138750287

Fax No.

Email address:

JSparks@ecommsvcs.net



AUTHORIZED SIGNATURE

ATTEST/SEAL(if a corporation):

WITNESS (if not a corporation):

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

ESTIMATED AMOUNTS	ITEM AND DESCRIPTION	UNIT COST	TOTAL BASED ON ESTIMATED AMOUNTS
	Total Equipment Costs	\$	\$84418.70
	Total Labor and Installation	\$105.00	\$8400.00
	Cost Per Day Dispatch Training	\$50.00	\$800.00

Notes:

Two Days of Class room and hands on Training of CSoft Console.

Registered Site Number:

TERMS AND CONDITIONS

1. The City of Seabrook will accept **sealed bids** Monday through Thursday, 7:30 a.m. – 5:00 p.m. and Friday 8:00 a.m. – 5:00 p.m. Bids must be received by the PURCHASING DEPARTMENT or CITY SECRETARY and time stamped by the specified hour and date of the opening. At that time the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided including one marked original and one marked duplicate. Each bid must be sealed and should be placed in a properly identified envelope with bid project number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Seabrook reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Seabrook must have at **least** three working days (72 hours) notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for sixty (60) days from opening date.
9. The City of Seabrook is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Seabrook reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. NO substitutions or cancellations permitted without written approval of the City of Seabrook.
14. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Seabrook reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Seabrook.
15. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded.
16. Consistent and continued tie bidding could cause rejection of bids by the City of Seabrook and/or investigation for Anti-Trust violations.
17. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
18. The Contractor/Supplier agrees to protect the City of Seabrook from claims involving infringement of patents or copyrights.
19. Original invoices shall be sent to the City of Seabrook, 1700 First Street, Seabrook, TX 77586; Attn: Accounts Payable.
20. The City of Seabrook shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Seabrook shall constitute all items bid being received and in good working order to the City of Seabrook's satisfaction.

**IP Dispatch Console System
Project 2014-03**

SPECIFICATIONS (MINIMUM):

INTENT:

The City of Seabrook recognizes the fact that emergency communication is essential in protecting life and property 24 hours a day 7 days a week. Providing for several alternate dispatch locations will keep the emergency communications up and running from three locations located in the City of Seabrook.

REQUIREMENTS:

PART I. ADMINISTRATIVE INFORMATION

1.1 CITY CONTACTS

A. For all questions, legal, purchasing, technical and schedule please contact:

Name	Charles "Jeff" Galyean
Title	Emergency Management Coordinator
Phone	281-291-5700
Fax	281-291-9459
Email Address	jgalyean@seabrooktx.gov

1.2 DUE DATE

A. Proposals shall be submitted by, no later than 2:30 p.m. Monday March 31, 2014

PART II. PURPOSE

The Purpose of this RFP is to solicit proposals for the entering into a contract through a competitive bid process for the purpose of installing and configuring an IP Console dispatching system with 6 (six) work/dispatch locations.

PART III. STATEMENT OF NEED

Through mandates that are set forth by the system network provider upgrades need to be made. Current Dispatcher radios and back up dispatch location have reached the end of life for maintenance and support on the equipment. Updating to an IP Console Dispatch system will provide for the redundancy and the ability to stay in contact with emergency responders from current dispatch locations and also two additional locations with two work stations at each location.

PART IV. TECHNICAL REQUIREMENTS

Software Based Dispatch Application

The Dispatch System must support the following radio interfaces:

- 1) Local – Direct connection to fixed radio resources, supporting TX/RX audio paths, Channel change (Logic, BCD or Serial), PTT and COR logics.
- 2) Tone – Generation of industry standard PTT tones on 2 or 4 wire circuits.
- 3) E&M – 6 wire interfaces, balanced TX/RX audios, PTT and COR Logics.
- 4) P25 DFSI - Support the TIA-102 BAHA Fixed Station Interface (FSI) standard.
- 5) P25 AFSI – Support Analog Fixed Station Interface, using either EF Johnson, Kenwood, Tait, or Harris mobile radios
- 6) Motorola MOTOTRBO – Analog, Digital, Capacity Plus, Linked Capacity Plus and Connect Plus
- 7) DMR – NXDN and IDAS
- 8) iDEN – Motorola Harmony and SouthernLINC systems.
- 9) SDC – Sprint Direct Connect using AdvanceTec AdvanceBridge phone device
- 10) TETRA – Support Sepura or PowerTrunk mobile radio interfaces

The software based dispatch console must support the following basic functions:

- 1) The console must function on a standalone computer with its only connection for radio control being IP network based.
- 2) The console must operate on WIN7 Professional, 32 or 64 Bit supported.
- 3) The console must support standard commercial LCD and Touch screen monitors ranging from 15" in size and up.
- 4) The console must support up to 200 lines of audio sources with unlimited number of consoles.
- 5) The console must support multiple audio compression Vocoders.
- 6) The console must overcome network latency and packet loss; the use of jitter/packet buffers is an acceptable means to overcome this issue.
- 7) The console must be completely configurable in terms of its look and feel. Required user definable elements must include: Button color in up and down positions, text color in up and down positions, text in up and down positions, icon in up and down position, button border color, and button font typeface and size.
- 8) The console must be able to create logical groupings of buttons to be hidden in windows that can be accessed as required by the dispatcher. The ability to open these button windows on activity must be supported.
- 9) The console must be completely configurable in the ability for a Dispatcher to close, move, resize, minimize or maximize the console application.
- 10) The console must preclude a Dispatcher from changing screen designs.
- 11) The console must support using standard PC speaker sets.
- 12) The console must display Incoming PTT ANI for Kenwood Fleetsync, Motorola MDC1200, DTMF, iDEN, Sprint Direct Connect, P25, TETRA, NXDN and IDAS.

The software based dispatch console must support the following basic features:

- 1) The console must support Per-Line Select, channel change, volume control, Mute and Instant PTT (Push to Talk)
- 2) The console must support Group Select and TX ALL.
- 3) The console must support Master Select and UnSelected volume controls.
- 4) The console must support Crosspatches (up to 30 supported concurrent), manual selection and preconfigured patch groups must be supported.
- 5) The console must support Parallel console TX Monitor, Crossmute functions.
- 6) The console must support Supervisory line takeover function, password support must be required.
- 7) The console must support Intercom function between console positions.
- 8) The console must support Monitor (CTCSS), open Squelch functions when using either a on-screen button or external input logic.
- 9) The console must support Mute of individual, All, and pre-programmed groups of lines.
- 10) The console must support a Master PTT function, pressing will key and route microphone audio to selected line(s). Using keyboard spacebar, foot switch or PTT button on screen are acceptable methods to accomplish feature.
- 11) The console must support a Last Call PTT function, pressing this button will transmit on the last active channel.
- 12) The console must have the ability to execute (run) other applications via a button press.
- 13) The console must support Scan control on radios supporting scan. The console must also update its display based on the channel upon which the radios stops scanning to play receive audio. Note: Function requires radio with scan function and advanced interface to retrieve channel information during Scan stop.
- 14) The console must support Coded/Clear (Encryption) control on radios supporting this feature. Note: Function requires radio with Encryption function and advanced interface to operate.
- 15) The console must support an RX Block feature, used to mute other geography separated lines with same RF frequency from feeding back into console during PTT operation. An RX Block Off delay timer must be supported for network latency.
- 16) The console must support Primary and backup line options for redundant radio connections. Console must be able to display which line is currently active and allow for manual or automatic switching of radio control.
- 17) The console must support remote relay closure and input monitoring via network.
- 18) The console must support the display of web pages with a variable refresh interval.

The software based dispatch console must support the following Audio routing features:

- 1) The console must support connection of up to two standard dual ¼" (PJ-7) prong dispatch style headsets and any of the following microphone types: Desktop and Gooseneck. Each must have independently steered audio via its integral PTT switch, Footswitch operation must be supported.
- 2) The console must support connection of National Emergency Number Association (NENA) audio interfaces (per NENA Technical Document NENA-04-001). When connected and off-hook, all microphone/headset audio must be routed to the phone (NENA port), except during PTT operations when selected radio line(s) must be routed microphone audio.
- 3) The console must support the ability to operate in Full Duplex.

- 4) The console must support the ability to sum Selected and Unselected audio to the headset, Mute both Unselect and Select RX audio during PTT operation.
- 5) The console must support the ability to route RX audio to up to 6 speakers.

The software based dispatch console must support the following Telephone features:

- 1) The console must support telephone resources accessible on the network. Connection to a Session Initiated Protocol (SIP) Server must be supported.
- 2) The console must support the following standard Telephone features: On/Off-Hook, Flash-hook, Call Park, Mute, Autodial and Volume control.
- 3) The console must support a store and forward function for Telephone dialing.
- 4) The console must support a phone book directory with up to 5000 users.

The software based dispatch console must support the following Group and Crosspatch features:

- 1) The console must support Pre-programmed Crosspatches – The ability to create a pre-determined crosspatch with the press of one button.
- 2) The console must support the following Crosspatch operations: Setup, Teardown, PTT and Block.
- 3) The console must support dispatcher selected Simulcast groups.
- 4) The console must support Pre-programmed groupings (Simul-selection) of lines that can be activated with a single button push.

The software based dispatch console must support the following Emergency Call features:

- 1) The console must support Emergency functions including audible and visual alarms of a supported ANI emergency call from the field. Acknowledge and Resolve features must be supported. Supported formats are; P25, MOTOTRBO, NXDN, MDC1200, FleetSync, iDEN, DTMF and 5/6 Tone.
- 2) The console must support Active Emergency Call and Emergency Call History windows.

The software based dispatch console must support the following IRR and Call History features:

- 1) The console must support Instant Recall Recorder (IRR) with a minimum of 10 minutes of both select and unselect RX audio. Audio must be accessible on a call by call basis from the call history screen, or by pressing a button to play the last X seconds of audio, where X is between 1 and 600 seconds.
- 2) The console must support a Global Call History window and must show the following information: Date, Time, Frequency and ANI information. The feature to playback any audio stored for the last 10 minutes of calls must be supported.
- 3) The console must support Per-Line Call History windows; these must show the following information: Date, Time, Frequency, Status and ANI information.

The software based dispatch console must support the following Over the Air (MSK or DTMF) ANI Decode and Encode features:

- 1) The console must support the following ANI formats: MDC1200, FleetSync, DTMF and 5/6 Tone.
- 2) The console must display ANI values as either the number itself or by an alias table lookup. The information must be programmable to remain on the line select button until the next call is received.
- 3) The console must support encoding of Motorola MDC1200 messages; Messages must include; ANI, Status, Stun, Revive, Selective Call, Remote Monitor, Emergency Receive and Acknowledge.
- 4) The console must support encoding Kenwood FleetSync messages; Messages must include; ANI, Emergency Receive, Status, Text, Stun, Revive and Selective Call.
- 5) The console must support encoding DTMF and 5/6-Tone messages; Messages must include; ANI, Status, Emergency Receive, Group and Selective Calls.

The software based dispatch console must support the following Paging, Alert Tone and Annunciation (.wav) features:

- 1) The console must support the following paging formats: DTMF, Knox, Quickcall II, 5/6 Tone and manually entered tones must be supported. One Touch, Paging Stack and Send functions must also be supported.
- 2) The console must support Alert tones with the following audio formats: Constant tone, Pulsed tone, and Hi-Lo warble. Timing and frequencies must be variable.
- 3) The console must support Per-line Marker Tone generation; timing and frequencies must be variable
- 4) The console must support playing Annunciation files to selected or pre-programmed lines when button is pressed or directed by Input logic.

The software based dispatch console must support as an option compatibility with the TIA-102 BAHA Fixed Station Interface (FSI) standard or P25 DFSI functionally:

- 1) The console must support the ability to select transmitter and receiver channel, including NAC code and Talkgroup.
- 2) The console must support the ability to Display selected channel name in alpha-numeric format.
- 3) The console must support the ability to Display active received channel(s).
- 4) The console must support the ability to Display received mode (digital or analog) and signal status (clear or encrypted).
- 5) The console must support the ability to Display received NAC code in hexadecimal format and alpha-numeric Alias.
- 6) The console must support the ability to Display received Talkgroup and Unit ID in decimal format, and alpha-numeric Alias.
- 7) The console must support the ability to place and receive unit-to-unit individual/private calls.
- 8) The console must support the ability to do both Multicast and Unicast IP.
- 9) The console must support the ability to perform text messaging.
- 10) The console must support the ability to do Busy lockout parallel consoles, with indication.
- 11) The console must support the ability to perform unit paging/call alert with acknowledgement.
- 12) The console must support the ability to receive and transmit analog and digital DTMF.

- 13) The console must support emergency call status display and alarm with display retention, showing unit ID/Alias of unit sending emergency signal.
- 14) The console must support a PSTN patch interface.
- 15) The console must support Channel patching without double Vocoding.
- 16) The console must support Unique Unit ID and IP address for each console.
- 17) The console must support Controllable receive audio level with muting.
- 18) The console must support the ability to select a specific transmitter on a voting system.
- 19) The console must support Selective squelch using NAC and Talkgroup.
- 20) The console shall have the capability to select receive and transmit talk groups. This provides the console operator the ability to monitor only the desired talk groups on a shared network. The console shall also have the capability to initiate and receive individual calls.

The software based dispatch console must support the following Motorola MOTOTRBO features:

- 1) The console must support the following MOTOTRBO features: Group and Private Calls, ANI, Channel change, Radio Disable / Enable, Status Messaging, Text Messaging – Precanned and Short, Remote Monitor, Emergency Receive and Acknowledgement.

Console Audio Interface Device Specification

The console audio interface device must support the following basic features:

- 1) Console Audio Interface must be capable of being installed on a top of a desk top or permanently mounted. It must be mountable under a desktop or vertically. Mechanical housing must protect the front panel controls from damage.
- 2) Console Audio Interface must be powered by +12 VDC, a supplied 110/220VAC to 12 VDC switching power supply is acceptable.
- 3) Console Audio Interface will support one internal headset input, with two additional remote headset input connections; microphone audio will be steered from the headset that has the active PTT button.
- 4) Each headset jack will have a volume control and be configurable for both 4 and 6 wire dual ¼” plug headsets.
- 5) Console Audio Interface will support single and dual speaker headset models. This should include TELEX Dispatch ANR single and dual speaker headset models.
- 6) Console Audio Interface will support connection to all standard non-amplified microphone types.
- 7) Console Audio Interface will support connection to a desk microphone. Desk microphone input will support both powered and non-powered microphones. This must include Electret and Dynamic microphones.
- 8) Console Audio Interface must support connection to NENA compliant telephones. Audio must be routed to the headset and from the microphone of the device based on the off-hook status of the phone and the PTT button of the headset.
- 9) Console Audio Interface must contain two relays for miscellaneous purpose for control by attached software based console.

- 10) Console Audio Interface must contain two diode blocked inputs to be monitored by attached software based console.
- 11) Console Audio Interface must support a footswitch input.
- 12) Console Audio Interface must switch automatically between desk microphone and headset input when headset is connected for externally generated PTT operation.
- 13) Console Audio Interface connection to consoles must be by either a RJ11 connection or data cable to a PC.
- 14) Console Audio Interface must support connection to analog recording solutions, provide a balanced 600 ohm level adjustable output that has summed Selected, Unselected and microphone audio's.

IP Audio Gateway Adaptor Specifications

The Gateway adaptor must support the following basic features:

- 1) The gateway adaptor must provide a means to connect up to at least two independent audio sources for control over an Ethernet based network utilizing VoIP technology.
- 2) The gateway adaptors Bandwidth requirement for one simplex audio stream via IP, must be configurable between 34kbit and 82kbit on a standard Ethernet network.
- 3) The gateway adaptor must be powered by +12 VDC.
- 4) The gateway adaptor must support Quality of Service (QOS) functions.
- 5) The gateway adaptor must overcome network latency and packet loss; the use of jitter/packet buffers is an acceptable means to overcome this issue.
- 6) The gateway adaptor must support multiple audio compression Vcoders.
- 7) The gateway adaptor must have at least a 2x14 character LED backlit LCD display.
- 8) The gateway adaptor must support multicast based IP communications on the network and utilize at least IGMP v2.
- 9) All functions of the gateway adaptor must be programmable via a web browser or manufactures system management application from any location on the network.
- 10) The gateway adaptor must be able to clone its configuration from one device too another or too a computer on the network for archival purposes.
- 11) The radio adaptor must support Admin and User login; user will have limited access to configuration pages.
- 12) The gateway adaptor must support both COR and VOX based operation.
- 13) The gateway adaptor must support both hardware and software based level controls for a wide range of audio In and Out of the unit.
- 14) The gateway adaptor must support a TX delay, RX delay, and Squelch tail delay for the purposes of delaying transmit audio, receive audio (to eliminate first syllable loss when using VOX), and for muting the squelch tail of some radios when they key down from transmission.
- 15) The gateway adaptor must provide for a locally controlled crosspatch between the two attached radios. This feature must support a selectable Function Tone enable and disable feature.
- 16) The gateway adaptor must support remote crosspatching via DTMF decode from the radio ports. In addition, a security PIN is a required feature must the implementation require the extra security detail.

- 17) The gateway adaptor must support the direct decode of MDC1200 or Kenwood FleetSync OTA signaling protocols for the purposes of supplying ANI and emergency status back to the console. Either or both must be enabled via software setup.
- 18) The gateway adaptor must support the direct encode of MDC1200 or Kenwood FleetSync OTA signaling protocols for the purposes of supplying FSK tones to any make/model radio. Either or both must be enabled via software setup.

The Gateway adaptor must support the following Modes of operation:

- 1) Local radio control - operation must support direct connection via balanced or unbalanced audio pairs. PTT and Monitor function must be supported via dry contact relay closure. Channel steering of at least 1000 channels must be supported via binary, BCD, or logic control. CTCSS tone generation must be supported; selectable tones and adjustable level are required. Must support the following radios via serial control: Kenwood FleetSync series TK-x80, -x90, -x150, -x180, -5x10 and NEXEDGE series, EF Johnson 5300 series.
- 2) Tone generation mode - operation must support standard 2-Wire and 4-Wire connectivity with TX monitor. In addition, levels up to +10dbm must be supported. Parallel connection to existing tone control lines must be supported with seamless integration of the IP based consoles in parallel with the tone control consoles. The tone frequencies must be programmable to multiple common PTT and function tone frequencies and support dual function tones.
- 3) Console Decode – operation must support decoding industry standard tones from existing legacy consoles, convert it to Ethernet traffic and send it to another gateway adaptor, that regenerates the industry standard tones for control of existing tone remote adaptors. This mode must also support hardware based crossmute and supervisory features from legacy tone console system.
- 4) Phone line PSTN control – operation supports dispatcher access to an analog PSTN (POTs line). Note: Additional equipment for connectivity to PSTN line will be allowed.
- 5) iDEN – operation allows connection to an iDEN Network, such as Southern LINC, Motorola Harmony, etc. Operating features supported are Direct Connect, Group Call, Emergency Group Call and Call Alert. Note: Additional equipment for connectivity to iDEN device will be allowed.
- 6) TETRA – operation supports an interface to a TETRA Digital Trunked system using the gateway and the Sepura SRG Series mobile radio. The gateway interfaces the radio through the Peripheral Equipment Interface (PEI). This interface allows dispatch access to TETRA radio assets. Supported operating modes are Direct Mode Group Call (DMO), Trunked Group Call, Trunked Half Duplex Private Call, Trunked User Defined Scan List (UDSL) and Trunked Full Duplex Private Call.

PART V. TERM OF CONTRACT

The terms of the contract will be to Install and configure the IP Console Dispatch System at the Police Department, Emergency Operations Center and the Fire Department. The time frame from the Awarded Bid to the end of project shall not exceed 8 weeks.

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded in whole to the vendor who provides goods or services at the best value for the City.

ACCEPTANCE AND NONCONFORMING STANDARDS: All deliveries shall be accepted subject to inspection, count and/or testing. A wavier on one occasion does not constitute a waiver on future occasions.

INSURANCE REQUIREMENTS:

BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Harris County , Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

ASSIGNMENT: The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

AWARD OF CONTRACT: Unless all bids are rejected, the City will award the Contract as promptly as possible consistent with the time required for a thorough analysis of the bids submitted to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. Additionally, the City may give preference to a local bidder when purchasing real property, personal property attached to real property, or services other than professional services, if the local bidder bids an amount that is within three (3%) of the lowest bid received by the City from a bidder which is not a local resident of the City. However, the City reserves the right to delay award for sixty (60) calendar days after receipt of bids. If no award is made within sixty (60) calendar days after receipt of bids, a Bidder may withdraw his bid without prejudice to himself by submitting a written request for its withdrawal to the person who holds the bid. Award will be made on the basis of all factors that are available to be judged by the City and deemed by the City to be of the greatest advantage to it, considering the type of work involved, the length or duration thereof; the quality, availability and adaptability of any personal property or services to the particular use required; the elements of the bid, including the number and scope of

conditions attached to the bid; the ability, capacity, and skill of the bidder to perform the Contract or service required; whether the bidder can perform the Contract or provide the service promptly, or within the time required, without delay or interference; the character, responsibility, integrity, reputation, and experience of the bidder; history and performance of Bidders in previous jobs; the sufficiency of the financial resources and ability of the bidder to perform the Contract or provide service, the ability of the bidder to provide future maintenance, repair, parts, and service for the use of the subject of the Contract; and other factors as shall be determined by the City. The City may refuse to Contract with, or accept the low bid of persons or businesses that are indebted to the City. The City reserves the right to reject any or all bids, to waive bid irregularities, and to award each proposal to more than one Contractor, as the interest of the City may require.

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

FUNDS: The City has available sufficient funds to pay the Contractor in cash, in accordance with the provisions of the Contract.

CONTRACT TERMINATION: The City of Seabrook reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination date.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

REFERENCES: Bidder shall provide a list if a minimum of three (3) customers to whom Bidder has supplied the specified material, product, equipment or service bid for the last three (3) years. Attachment I –References is attached for Bidder's convenience and shall be returned with the Invitation to Bid.

PRICING: The price shall include all costs including shipping, handling, pickup, delivery, and any other related costs. All quotes shall be F.O.B. destination as stated in the delivery section.

INVOICE: Bidder shall include Purchase Order number on corresponding invoice. Invoice shall be sent to:

CITY OF SEABROOK
ATTN: ACCOUNTS PAYABLE
1700 FIRST STREET
SEABROOK, TX 77586

PAYMENT: The City of Seabrook shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work. Acceptance by the City of Seabrook shall constitute all services bid being received to the City's satisfaction.

BID DELIVERY: The City of Seabrook Purchasing Department or Secretary's Office shall accept **sealed** bids Monday through Thursday, 7:30 a.m. - 5:00 p.m. and Friday 8:00 a.m. - 5:00 p.m. Bids must be received and time stamped before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

Submit to:

CITY OF SEABROOK
PURCHASING DEPARTMENT
1700 FIRST STREET
SEABROOK, TEXAS 77586

SPECIFICATIONS
IP DISPATCH CONSOLE SYSTEM
PROJECT #2014-03

GENERAL REQUIREMENTS:

1. Equipment Supplied by City of Seabrook:
 - a. 6 computers for Dispatch Stations
 - b. 6 700/800 Radio for control stations
2. Equipment supplied by vendor
 - a. All antennae's for Radios
 - b. All mounts and racks
 - c. All cabling and wiring
 - d. Two (2) – VHF Analog/P25 Control Station
3. Install and Configure 6 IP Dispatch console positions with software for up to 24 lines of Audio.
 - a. 2 Stations at the Police Department
 - b. 2 Stations at the Emergency Operations Center
 - c. 2 Stations at the Fire Department
4. Interface console system to:
 - a. 6 -- 700/800 EFJ 5300 Series Radios
 - b. 2 – VHF Analog/P25 Control Station
 - c. 2 – Motorola M2336 Radios
 - d. 1 – MOT Mototrbo Radio

5. Install and configure connection between Police Department and Fire Department using wireless IP network hardware.
6. Interface all radios to existing voice recorder.
7. Install and configure Fire Station Alert System.
8. Provide pricing for Onsite dispatch training.

INSURANCE REQUIREMENTS

Successful firm shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas, and shall contain the amounts specified herein, and shall be executed prior to award of bid.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$100,000 per each person, \$300,000 per each occurrence/aggregate; Property Damage \$100,000 per each occurrence;
- (d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$500,000 excess of specified limits;

1. Term

The terms of the contract will be to Install and configure the IP Console Dispatch System at the Police Department, Emergency Operations Center and the Fire Department. The time frame from the Awarded Bid to the end of project shall not exceed 8 weeks.

2. Standards of Performance

If a contractor, for any cause, fails to dispose of waste biological solids as herein specified, the City at its option and after sending written notice to the contractor shall have no further liability under this agreement.

3. Insurance

The contractor shall carry appropriate insurance for its IP Dispatch Console System including but not limited to workmen's compensation and employer's liability, as required by law; and comprehensive general liability including coverage and risk for bodily injury; property damage (automobile and other than automobile) explosion, collapse, underground and umbrella liability coverage.

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that Emergency Communication Services LLC is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature Josh Sparks
Print Name Josh Sparks

I certify that _____ is a Nonresident bidder as defined in HB 620

(Company Name)
and our principal place of business is _____
(City and State)

Signature _____
Print Name _____

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Company _____

Agent _____

SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	Emergency Communication Services LLC
PHYSICAL ADDRESS:	16207 Bourrelet Way Crosby Texas 77532
PHONE #:	7138750287
FAX #:	
CONTACT PERSON:	Josh Sparks
PHONE #:	7138750287
REMITTANCE ADDRESS:	16207 Bourrelet Way Crosby Texas 77532
PHONE #:	7138750287
FAX #:	
CONTACT PERSON:	Josh Sparks
PHONE #:	7138750287
PAYMENT TERMS DISCOUNT:	Net 30
COMPANY TAX ID#:	46-0633831

CITY OF SEABROOK
PURCHASING DEPARTMENT
NO BID NOTIFICATION

BID TITLE: _____

BID NUMBER: _____

SUPPLIER NAME: _____

ADDRESS: _____

AGENT'S NAME: _____ TELEPHONE: _____

The CITY OF SEABROOK is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- _____ Do not supply the requested product.
- _____ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- _____ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- _____ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- _____ Time frame for bidding was too short for my organization.
- _____ Not awarded a previous contract by the City when you felt you were low bidder.
- _____ Other _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

.....
If you wish to remain on the City's bid list for this item, please indicate:

_____ I wish to remain. _____ I do not wish to remain.

ATTACHMENT I

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the bidder has sold, maintained or provided this or similar product or service.

Company Name: Harris County ESD 50

Address: 904 Dell Dale

Contact Person: Jimmy Sumbera

Telephone : (281) 254-1804

Email: JSumbera@Channelviewfire.org

Product Purchased by Reference: Communication/Network Equipment/Telex

Company Name: Harris County ESD 5

Address: 5915 FM2100

Contact Person: Christy Graves

Telephone : (713) 816-8900

Email: CGraves@HCESD5.Org

Product Purchased by Reference: Communication/Network Equipment/Telex

Company Name: Harris County ESD 1

Address: 2800 Aldine Bender Rd, Houston, TX 77032

Contact Person: Mike Newman

Telephone : (281) 847-5544

Email: MNewman@hcec.com

Product Purchased by Reference: Communication/Network Equipment/Telex



March 20th 2014

Bid# 2014-03

City of Seabrook
1700 First Street
Seabrook, Texas 77586

City of Seabrook,

Thank you for providing Emergency Communication Services with the opportunity to serve your **Communication** needs. Emergency Communication Services is uniquely qualified to meet and exceed the requirements of the City of Seabrook on this project. .

Emergency Communication Services has assembled a comprehensive response to your unique project needs. We have leveraged our best product partnerships to design a technically superior solution that both meets your needs today, and will allow for expansion in the years ahead. After reviewing our proposal, we sincerely hope you are as confident as we are in our ability to exceed your expectations.

Once again, thank you for considering Emergency Communication Services as your partner of choice on this unique project. Please feel free to contact me with any additional questions at my office number listed above, or on my cell phone at (713) 875-0287.

Sincerely,

Emergency Communication Services

Joshua Sparks



Emergency Communication Services LLC
16207 Bourrelet Way
Crosby, Texas 77532
713-875-0287

Proposal

Date: March 20th 2014

Quotation: 010514-01

To: City of Seabrook
1700 First Street
Seabrook, Texas 77586

Project: Bid 2014-03

Attn:

From: Emergency Communication Services

Billed Upon Billed Progressively
Storage:

Joshua Sparks

JSparks@EcommSvc.net

Direct: (713) 875-0287

ECommSvc is pleased to provide this proposal for your consideration. All components are warranted for a period of one (1) year, unless otherwise specified, against all defects in material workmanship. This quotation shall remain firm for a period of thirty (30) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Technologies payment terms are net 30.

Scope of Work

This proposal is for the Install, Configure, and Maintain a Telex Radio Dispatch System.

Radio System

- Install Radio Network to EOC/IT room, Upstairs.
- Install Radio Network to Fire Station
- Install 2 C-Soft consoles for radio access in Dispatch
- Install 2 C-Soft consoles for radio access in EOC
- Install 2 C-Soft consoles for radio access in Fire Station
- Provide all programming necessary to bring consoles online and operational.
- Provide training for specified site personnel on the Radio system.

Station Alerting System

- Install Alarm decoder at fire station
- Install speaker system at fire station
- Provide training for specified site personnel on the Alerting system.

Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Low voltage wiring shall be plenum rated cable.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
- Permits or associated fees are included.
- Customer to provide a secured staging & storage area for project related materials.
- Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings and permitting.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to Emergency Communication Services for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Proposal does not include sales tax. (Tax Exempt Status requires certificate)
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- ECommSvcs reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents

Performance Items

Yes	No	Description	Yes	No	Description
Y		Material (listed on the BOM)	Y		Installation of Radio System
Y		Freight (prepaid)		N	Connection to Building Fire Alarm Panel
	N	Applicable Taxes		N	Installation & Power of Control Panels
Y		One-Year Warranty on Parts	Y		Installation of Station Alerting System
	N	One-Year Warranty on Labor		N	Installation of Servers
	N	Low Voltage Permits		N	Installation of Work Stations
	N	Electrical Installation Permit	Y		Installation of Software
	N	Engineering and Drawings		N	120 VAC Power Receptacles
Y		Record Documentation (As-Built)		N	Lifts and Hoists
Y		System Programming		N	Floor Coverings for Lifts and Hoists
Y		Project Management		N	Fire Stopping (Excludes Existing Penetrations)
Y		Mounting/Termination of Proposed Devices		N	Patching and Painting
Y		Testing of all Proposed Devices		N	Electrified Door Locking Hardware
Y		Operations & Maintenance Manuals		N	Additional Lighting Requirements for Cameras
Y		Owner Training		N	Ceiling Tiles and Ceiling Grid Repairs
Y		System Meets Plans/Drawings		N	On-Site Lockable Storage Facility
Y		Installation of Wire and Cable		N	Servers by ECommSvcs
	N	Installation of Conduit and Boxes		N	Servers by Others
	N	Installation of Wire Hangers		N	Workstations by ECommSvcs
	N	Specialty Back Boxes	Y		Workstations by Others



Emergency Communication Services

16207 Bourrelet Way
Crosby, TX 77532**Estimate**

Date	Estimate #
1/7/2014	010514-1

Name / Address
City of Seabrook 1700 First Street Seabrook, TX 77586

				Project
Item	Description	Qty	Rate	Total
242541G203PAAF6	ES - 53SL VHF, 50W, 136-174 MHz Mount Dash-Mount Standard Control Head Control Head (no Palm Mic) Accessory Cable 3rd Party Cable (597-5357-746-01) P25 CAI AMBE+2 Analog Conventional 512 Channels/Talkgroups Single-Key DES-OFB MDC1200 / GE-Star Signaling	2	2,172.515	4,345.03T
F.01U.117.303	C-Soft 24-line SOFTWARE, USB	6	4,117.36	24,704.16T
F.01U.149.779	ADHB-4, ADVANCED HEADSET	6	1,723.46	10,340.76T
F.01U.163.360	ADHB-4 Mounting Brackets	6	38.48	230.88T
BoseComp2	High-quality audio performance, with clear sound at any volume	6	101.99	611.94T
F.01U.138.537	Desk Top Gooseneck Microphone kit	6	444.00	2,664.00T
F.01U.117.308	Foot Switch (for hands-free console PTT)	4	105.82	423.28T
F.01U.165.537	IP-224 with Factory Options Installed (use this part number to order IP-224 that will have factory installed options such as MDC, iDen, EFJ5300, etc)	4	1,978.02	7,912.08T
			Subtotal	
			Sales Tax (0.0%)	
			Total	



Emergency Communication Services

16207 Bourrelet Way
Crosby, TX 77532**Estimate**

Date	Estimate #
1/7/2014	010514-1

Name / Address
City of Seabrook 1700 First Street Seabrook, TX 77586

				Project
Item	Description	Qty	Rate	Total
F.01U.164.302	IP-224 IP Remote Ethernet Radio Adapter (provided connection to 2 devices) ADDED ONE FOR A SPARE	3	1,978.02	5,934.06T
F.01U.165.556	IP-224 EFJohnson 5300 Feature & Cable Kit (Factory Installed) EF Johnson Remote Cable Assembly P/N 597-2002-245 is required for X-series radios. EF Johnson Pigtail Connector Accessory P/N 597-5357-746 is required for EFJ 53ES series radios, including all EFJ 5300 SL and EFJ 5300 SL ES radios	8	758.50	6,068.00T
F.01U.165.545	IP-224 Interface Cable - Motorola CDM Series	2	147.26	294.52T
F.01U.165.538	IIP-224 Mounting Bracket Kit (dual - hold 2 IP-224's - 1U Rack space) NOTE: Can only be used for 2 IP-224's side by side. For single IP-224, order Single Kit.	3	74.00	222.00T
GS728TP-100NAS	ProSAFE 24-Port Gigabit Smart Switch with PoE	2	460.00	920.00T
UT-3302	UT-3302 encrypts data between private networks using the public Internet or any other network as the transport.	2	399.00	798.00T
B000FAH614	42U Self Support Rack	2	153.99	307.98T
7253	24 Port CAT6 Patch Panel. Black painted steel panel.	2	25.45	50.90T
			Subtotal	
			Sales Tax (0.0%)	
			Total	



Emergency Communication Services

16207 Bourrelet Way
Crosby, TX 77532**Estimate**

Date	Estimate #
1/7/2014	010514-1

Name / Address
City of Seabrook 1700 First Street Seabrook, TX 77586

				Project
Item	Description	Qty	Rate	Total
S10BLK	1kVA 120V S Type Power Conditioner with Battery Backup	1	849.99	849.99T
TC-Carrier	Category 5e outdoor carrier-class shielded cable. Sold Per box. 1000 '	2	229.99	459.98T
Cat6P	Cat 6 Bulk Bare Copper Ethernet Network Cable UTP, Solid, Plenum Jacket. Sold per foot.	100	0.39	39.00T
IX-2H1DC56-IG/W	Ground Data Protector. CAT5 compatible UTP, STP	2	157.30	314.60T
49061	36 Amp Power Supply, 19 inch rack mount, 13.8 VDC output and features 50 amps peak or 36 amps continuous current.	2	410.00	820.00T
DPM8100	Rack mount pwr distribution panel with meters	2	180.00	360.00T
MP8629	Rack shelf for supporting objects up to 50 lbs	6	25.49	152.94T
MFBW7463	746-869 MHz Omnidirectional Fiberglass Antenna. 3 dB gain, 50 watt. Direct N Female	6	299.70	1,798.20T
ANT150F2	148-174 Mhz VHF fiberglass collinear omni antenna. 2.5 dB gain, up to 500 Watt	3	859.66	2,578.98T
BA6312-0	406-512 MHz fiberglass antenna. Omnidirectional, 3dB gain, 50 watts.	1	401.05	401.05T
FM2	Mounting for fiberglass base antennas	12	33.77	405.24T
			Subtotal	
			Sales Tax (0.0%)	
			Total	



Emergency Communication Services

16207 Bourrelet Way
Crosby, TX 77532

Estimate

Date	Estimate #
1/7/2014	010514-1

Name / Address
City of Seabrook 1700 First Street Seabrook, TX 77586

				Project
Item	Description	Qty	Rate	Total
20573	PolyPhaser - Flange Arrestor, N/F	12	62.00	744.00T
HLGB-02512-IS	1/4"x2.5"x20" ground bar with insulated shelter hardware.	2	66.45	132.90T
2-19G	#2 AWG Stranded insulated ground wire. Green jacket. Sold per foot.	50	3.55	177.50T
67G	#6 stranded insulated copper ground wire. Green jacket. Sold per foot	50	2.05	102.50T
LDF4-50A	LDF4-50A 1/2 inch foam dielect 50 Ohm coax cable Per Foot	1,200	2.49	2,988.00T
SG12-06B2A	SureGround for 1/2" Alum or Copper Transmission line	12	17.15	205.80T
L4TNM-PSA	N Male Positive Stop for HL4RP-50 , AL4RPV-50 and LDF4-50	24	24.70	592.80T
83242 0011000	RG142B/U Teflon plenum-rated coaxial cable Per Foot	112	4.69	525.28T
RFN-1005-3C1	N male connector for RG55, RG223, RG142,	24	4.45	106.80T
MT-221	Adjustable wall mount with 6" Stand-off for hollow walls.	6	171.52	1,029.12T
MT-222L	Galvanized steel adjustable wall mounts w/ 12" Stand-off for Solid Walls	6	182.32	1,093.92T
C10-900-103	Antenna Mounting Pipe Kit 2-3/8-in O.D. x 3 feet	12	41.64	499.68T
			Subtotal	
			Sales Tax (0.0%)	
			Total	



Emergency Communication Services

16207 Bourrelet Way
Crosby, TX 77532**Estimate**

Date	Estimate #
1/7/2014	010514-1

Name / Address
City of Seabrook 1700 First Street Seabrook, TX 77586

				Project
Item	Description	Qty	Rate	Total
PZS 140RA	140RA Mixer 4 Zone 35W Five Input Channels with EQ Automatic Level-Sensing Muting	1	799.00	799.00T
WMT1A	WMT1A Impedance Matching Transformer	1	26.99	26.99T
G86-TCG	8" Speaker w/ Volume Control. Dual 70/25V transformer with taps at 5, 2.5, 1, .5	4	79.99	319.96T
PHSP101T	Indoor/Outdoor with 70 Volt 20 Watts PA Horn Speaker. 10'	1	56.64	56.64T
MP3845	14AWG CL2 Rated 2-Conductor Loud Speaker Cable. Sold Per foot	300	0.35	105.00T
RM5-T1	RocketM Titanium, Aircraft-grade aluminum housing, high-power, linear 2x2 MIMO radio.	2	259.00	518.00T
RD-5G30	4.9-5.9GHZ PARABOLIC DISH ANTENNA 30DBI DUAL-POL	2	169.00	338.00T
	Estimated Shipping Cost, Not to Exceed		700.00	700.00T
			Subtotal	
			Sales Tax (0.0%)	
			Total	



Emergency Communication Services

16207 Bourrelet Way
Crosby, TX 77532

Emergency Communication Services LLC

Estimate

Date	Estimate #
1/7/2014	010514-1

Name / Address
City of Seabrook 1700 First Street Seabrook, TX 77586

				Project
Item	Description	Qty	Rate	Total
	Communication Services: Install, Configure Telex Radio Dispatch system at SeaBrook Police Department and Fire Department. PD: Install 4 800 EFJ, 2 VHF EFJ in provided room at PD EOC. Install New Ants for radio system with grounding to roof. Install Rack for equipment placement. Build network for ROIP system. Install Microwave Ant to roof pointing to FD Station. Install and configure Telex IP 224's and Interface to radios. Install and configure Telex C Soft and equipment on provided workstations in dispatch and EOC FD: Install 2 800 EFJ, 1 VHF CDM, 1 UHF XPR, in fire station. Install New Ants for radio system with grounding on top of the station. Run 6 transmission lines from roof to IT closet. Install Microwave Ant to Tower behind Fire Station. Pull Network cable from Microwave Ant to IT Room. Install Rack for equipment placement. Build network for ROIP system. Install and configure Telex IP 224's and Interface to radios. Install and configure Telex C Soft and equipment on provided workstations at the fire station. Install Station Alert system at Fire station Communication Services: Class Room and Hand on training of C Soft Console	16	50.00	800.00
			Subtotal	\$94,269.46
			Sales Tax (0.0%)	\$0.00
			Total	\$94,269.46



Emergency Communication Services LLC
16207 Bourrelet Way
Crosby, Texas 77532
713-875-0287

Terms and Conditions

Throughout this Installation Proposal, the term, "ECommSvcs" refers to the Emergency Communication Services LLC affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between ECommSvcs and Customer (the "Agreement") and it may only be amended by a written document signed by both ECommSvcs and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

ECommSvcs agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to ECommSvcs

- a. To promptly approve submittals provided by ECommSvcs;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by ECommSvcs; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when ECommSvcs is first notified of the emergency or failure and until such time that ECommSvcs notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on ECommSvcs's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay ECommSvcs twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

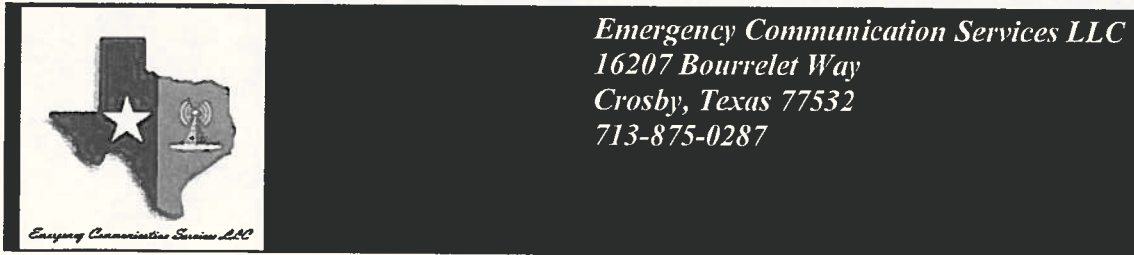
If the Work is performed over more than a month, ECommSvcs will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to ECommSvcs as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay ECommSvcs in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to ECommSvcs, ECommSvcs shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse ECommSvcs costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

ECommSvcs provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted, and
- d. That the Work will conform to the requirements of this Agreement.



The Customer's sole remedy for any breach of this warranty is that ECommSvcs shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided ECommSvcs is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by ECommSvcs in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which ECommSvcs hereby assigns to Customer without recourse to ECommSvcs. Upon request of Customer, ECommSvcs will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by ECommSvcs, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or ECommSvcs may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and ECommSvcs. If Customer orders any additional work or causes any material interference with ECommSvcs's performance of the Work, ECommSvcs shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor ECommSvcs shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by ECommSvcs due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

ECommSvcs shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Commercial General Liability	\$1,000,000 per occurrence/aggregate \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by ECommSvcs hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by ECommSvcs, as applicable, but only to the extent of liabilities falling within the indemnity obligations of ECommSvcs, pursuant to the terms of this Agreement. ECommSvcs shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

ECommSvcs shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of ECommSvcs or ECommSvcs's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by ECommSvcs, or c) ECommSvcs's breach of this Agreement.

IN NO EVENT SHALL EITHER ECOMMSVCS OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ECOMMSVCS BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO ECOMMSVCS.

It is understood and agreed by the parties hereto that ECommSvcs is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, ECommSvcs's



Emergency Communication Services LLC
16207 Bourrelet Way
Crosby, Texas 77532
713-875-0287

indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by ECommSvcs. ECommSvcs shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless ECommSvcs, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by ECommSvcs.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. ECommSvcs agrees to comply with all laws and regulations relating to or governing the Work. ECommSvcs agrees to comply with all reporting requirements imposed by law or this Agreement. ECommSvcs shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to ECommSvcs prior to beginning work. In the event that ECommSvcs discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, ECommSvcs is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by ECommSvcs. ECommSvcs in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. ECommSvcs shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless ECommSvcs from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between ECommSvcs and Customer, ECommSvcs and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. ECommSvcs may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by ECommSvcs.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or ECommSvcs and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or ECommSvcs shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

[illegible]



Emergency Communication Services

16207 Bourrelet Way
Crosby, TX 77532
(713) 875-0287

jsparks@ecommsvcs.net

Attachment 1 Item # 3
Page 1 of 1

Invoice

Date	Invoice #
4/21/2014	1292
Terms	Due Date
Due on receipt	4/21/2014

Emergency Communication Services LLC

Bill To

City of Seabrook
1700 First Street
Seabrook, TX 77586

Ship To

City of Seabrook
1700 First Street
Seabrook, TX 77586

P.O. Number	Rep	Ship	Account #	F.O.B.	Project
	JPS	4/14/2014			
Serviced	Quantity	Description	Price Each	Amount	
		25% Mobilization Fee for Project 2014-03. City of SeaBrook Radio Dispatch System	23,567.42	23,567.42	
			Subtotal	\$23,567.42	
			Sales Tax (0.0%)	\$0.00	
			Total	\$23,567.42	

June 3, 2014

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
Attn: Michael J. Darlow, Attorney
1235 North Loop West, Suite 600
Houston, Texas 77008
Telephone (713) 862-1429

Re: Contract with the City of Seabrook dated July 7, 2009 for Court Fees and Fines
Collection Services

Dear Mr. Darlow

Please be advised that on May 13, 2014, the City Council of the City of Seabrook determined to terminate the above referenced contract with your firm pursuant to its terms. Accordingly, please accept this letter as written Notice of Termination, effective 30 days after receipt. The City requests return of all of its files as soon as possible, to the attention of the City Manager, Gayle Cook. Please advise of any and all outstanding cases you have determined to complete collection efforts, as provided for in the Contract, so that the City may account for return of its files. Your cooperation and assistance is appreciated.

Sincerely,

Glenn Royal, Mayor
City of Seabrook, Texas

CONTRACT FOR COURT FEES AND FINES COLLECTION SERVICES

STATE OF TEXAS

COUNTY OF HARRIS

§
§
§
§

THIS CONTRACT is made and entered into by and between the City of Seabrook, acting herein by and through its governing body, hereinafter called "City", and Perdue, Brandon, Fielder, Collins & Mott L.L.P., hereinafter called "Perdue".

I

City agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fees and fines pursuant to the terms and conditions described in this contract. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II

City agrees to refer all delinquent accounts by electronic or magnetic medium, in the specified format, to Perdue for collection on or about the first (1st) and fifteenth (15th) of each month. An account is considered delinquent when not paid within 60 days of the scheduled appearance date (if the defendant failed to appear), or any granted extension, or from the date of conviction or judgment, or other court specified due date. City will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fees and fines that are subject to this contract.

III

Perdue is to refer all payments and correspondence directly to the court that has assessed or levied the fees and fines being collected pursuant to this contract. Perdue reserves the right to return all accounts not collected within one (1) year of referral by City, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IV

City agrees to pay to Perdue (1) ten percent (10%) of the collected fees and fines referred to Perdue by City imposed on all unadjudicated offenses committed on or before June 18, 2003; (2) thirty percent (30%) on the collected fees and fines referred to Perdue by City imposed on all adjudicated offenses committed on or before June 18, 2003; and (3) thirty percent (30%) of the collected fees and fines referred to Perdue by City imposed on all offenses occurring after June 18, 2003. The 30% shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Article 103.0031, Texas Code of Criminal Procedure. Pursuant to law, Perdue cannot collect from a defendant the percentage referred to above if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. All compensation shall become the property of Perdue at the time of payment. City shall pay over said funds on a monthly basis by check.

V

Perdue agrees to use its best efforts to collect the delinquent accounts turned over to it and to provide legal advice to City on the delinquent accounts as requested by City.

VI

This contract shall commence on _____, 2009, and end when both parties mutually agree; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that Perdue shall have an additional six (6) months to complete work on all cases turned over to it prior to the notice of termination.

VII

For purposes of sending notice under the terms of this contract, all notices from City shall be sent to Perdue by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
Attn: Michael J. Darlow - Attorney
1235 North Loop West, Suite 600
Houston, Texas 77008
Telephone (713) 862-1429

VIII

This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in the appropriate courts in Harris County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this contract.

IX

In consideration of the terms and compensation herein stated, Perdue hereby accepts said employment and undertakes performance of said contract as set forth above.

X

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This contract is executed on behalf of City by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes. This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signature of all parties hereto on this the 7th day of
July, 2009.

CITY OF SEABROOK, TEXAS

By: Gary T. Renola
MAYOR

PERDUE, BRANDON, FIELDER, COLLINS & MOTT L.L.P.

By: Michael J. Davis
For the Firm

BEEKEEPER AGREEMENT CITY OF SEABROOK AND MOORE'S HONEY FARM

This agreement, made this 13th day of May 2014 sets forth the agreement between Moore's Honey Farm, a _____, [proprietorship, partnership, or corporation], hereinafter referred to as "BEEKEEPER", and the CITY OF SEABROOK, TEXAS, hereinafter referred to as the "CITY".

For and in consideration of the premises and mutual agreements, covenants, and conditions hereinafter set forth, the parties contract and agree as follows:

This agreement allows Beekeeper the Right of Entry on a city approved portion of the land commonly known as tract of land comprising approximately 29.76 acres situated in the Ritson Morris Survey, A-52, Harris County, Texas in Exhibit "A", hereinafter referred to as the "Site", for the sole purpose of maintaining a pollination honey bee hive.

I. TERM OF AGREEMENT/TERMINATION:

This Agreement, is for the months of May and June for 2 years or until termination of this agreement by the City, **it being specifically understood, stipulated and agreed, that notwithstanding anything herein to the contrary, that the City may terminate this Agreement for convenience at any time, without cause, with or without giving prior notice of termination to Beekeeper.**

Hive will be placed at the Site no earlier than May 1 of each year after notification to the City and approval of hive placement.

II. RESPONSIBILITIES OF BEEKEEPER:

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

Beekeeper Agreement
City of Seabrook & Moore's Honey Farm
May 2014

Beekeeper shall notify the City Manager at least one week prior to beehive placement on the Site.

Beekeeper will, absent any other notice, remove hives from the Site no later than midnight on June 30th of each year.

Beekeeper will maintain hives in proper pollinating condition by inspecting, feeding, medicating, or treating for mites as needed.

Beekeeper shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of Seabrook as an additional named insured. Cancellation of the required insurance shall automatically result in termination of this Agreement without further notice or action. Certificates of coverage shall be delivered to the City on or before April 15th of each year this Agreement is in effect.

III. COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, Beekeeper shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations. If compliance is impossible for reasons beyond its control, Beekeeper shall immediately notify the City of that fact and the reasons for noncompliance.

IV. PERMITS AND LICENSES:

Beekeeper agrees to obtain, at Beekeeper's expense, all permits and licenses required by law or ordinance in connection with Beekeeper's performance of the work, and maintain the same in full force and effect for the term of this Agreement and any renewals thereof.

SIGNED this 13th day of May 2014.

MOORE'S HONEY FARM, BEEKEEPER

By: _____
Authorized Representative
Printed Name: _____

Beekeeper Agreement
City of Seabrook & Moore's Honey Farm
May 2014

CITY OF SEABROOK, TEXAS

By: _____
Glenn R. Royal, Mayor

ATTEST:

Michele L. Glaser, TRMC
City Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2014

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

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

PRODUCER Texas Insurance & Financial Services Inc. 102 N. Washington St El Campo, TX 77437		(979) 543-2709	CONTACT NAME: Cassidy Popp PHONE (A/C, No, Ext): 979-578-5002 FAX (A/C, No): 979-543-9030 E-MAIL ADDRESS: cassidy@txins.com	
INSURED Chris Moore, dba Moore's Honey Farm 9767 Bevil Blvd. Kountze, TX 77625		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Union Standard Insurance Co.		43435
		INSURER B: Texas Mutual Insurance Co.		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	X		CNA4108795-22	3/4/2014	3/4/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per acc dent) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	SBP-0001184746	10/15/2013	10/15/2014	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
A	Commercial Inland Marine			CNA4108795-22	3/4/2014	3/4/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an Additional Insured where their interest may appear by a written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Seabrook
1700 First Street
Seabrook, TX 77586-

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

AUTHORIZED REPRESENTATIVE

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TEXPOOL REPORT

MONTH OF JANUARY 2014
0.0273%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Dec)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	2,178,382.90	1,721,202.81	81.17	3,899,666.88	Working capital
ENTERPRISE FUND - UNRESTRICT	1,636,555.71	378,913.94	48.09	2,015,517.74	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,211,220.16	0.00	51.31	2,211,271.47	Water & sewer lines extensions & expansions
PARK FEES	15,717.42	0.00	0.36	15,717.78	Reserved for acquisition & development of park land
CHILD SAFETY PROGRAMS	15,121.27	0.00	0.35	15,121.62	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	82,077.52	(20,000.00)	1.56	62,079.08	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	887,228.24	2,786.01	20.65	890,034.90	Restricted for promotion of tourism
DEBT SERVICE FUND	2,036,716.09	736,164.10	47.77	2,772,927.96	Restricted for General fund reserves & yearly debt service
WTR/SWR BONDS	382,032.84	0.00	8.86	382,041.70	Funds transferred from Bond Mkt Acct to allow liquidity
FIRE BONDS	164,348.40	(30,000.00)	3.75	134,352.15	Funds transferred from Bond Mkt Acct to allow liquidity
LIBRARY BONDS	2,570.05	0.00	0.06	2,570.11	Funds transferred from Bond Mkt Acct to allow liquidity
LAKESIDE DRIVE CERT DEP	332,626.54	0.00	7.72	332,634.26	
CAROTHERS	0.00	25,000.00	0.31	25,000.31	
CRIME DISTRICT	204,528.68	44,777.28	5.61	249,311.57	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	676,721.02	51,155.86	20.61	727,897.49	Seabrook Economic Development Corporation II
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	44,078.52	0.00	1.02	44,079.54	
PUBLIC SAFETY	65,157.30	90,000.00	2.62	155,159.92	
MUNI COURT - SECURITY FUND	21,657.44	0.00	0.50	21,657.94	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	9,623.21	0.00	0.22	9,623.43	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	6,483.19	0.00	0.15	6,483.34	
PEG Fund	0.00	0.00	0.00	0.00	
STABILIZATION FUND	801,379.55	0.00	18.59	801,398.14	
TOTAL TEXPOOL FUND	12,254,226.05	3,000,000.00	321.28	\$15,254,547.33	

The investment portfolio of the City of Seabrook is in compliance with the investment strategies expressed in the City's Investment Policy and relevant provisions of Chapter 2256 of the Local Government Code.

Pam Lab

Finance Director

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



CITY OF SEABROOK
GENERAL ACCOUNT
ATTN: PAM LAB
1700 FIRST STREET
SEABROOK TX 77586-3540

Participant Statement

Statement Period **01/01/2014 - 01/31/2014**

Page 1 of 2

Customer Service **1-866-TEX-POOL**
Location ID **000077632**
Investor ID **000006495**

TexPool Update

Did you know that you can make payments directly to your Vendors without completing a Special Wire Instruction Form? Use the Vendor Payment Instructions Form to add a Vendor to your account today! Contact TexPool Participant Services to learn more!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$12,254,226.05	\$3,000,000.00	\$0.00	\$321.28	\$15,254,547.33	\$14,092,946.09
Total Dollar Value	\$12,254,226.05	\$3,000,000.00	\$0.00	\$321.28	\$15,254,547.33	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2014)	Share Price (01/31/2014)	Shares Owned (01/31/2014)	Market Value (01/31/2014)
Texas Local Government Investment Pool	449/1011800001	\$12,254,226.05	\$1.00	15,254,547.330	\$15,254,547.33
Total Dollar Value		\$12,254,226.05			\$15,254,547.33

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$321.28	\$321.28
Total		\$321.28	\$321.28

Page 2 of 2

Participant: CITY OF SEABROOK

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
01/01/2014	01/01/2014	BEGINNING BALANCE	\$12,254,226.05	\$1.00		12,254,226.050
01/13/2014	01/14/2014	ACH DEPOSIT	\$3,000,000.00	\$1.00	3,000,000.000	15,254,226.050
01/31/2014	01/31/2014	MONTHLY POSTING	\$321.28	\$1.00	321.280	15,254,547.330
Account Value as of 01/31/2014			\$15,254,547.33	\$1.00		15,254,547.330

The allocation factor for the last day of January is 0.000000688 and the one-day net yield for that day is 0.0251%.

TEXPOOL

ANNOUNCEMENTS

Upcoming Events

02/09/14 – 02/12/14

TAAD

Ft. Worth

02/24/14 – 02/28/14

TASBO Annual Conference

Austin

04/14/14 – 04/15/14

GFOAT Spring Conference

Austin

TexPool Advisory Board Members

R.C. Allen

LaVonne Mason

Pati Buchenau

John McGrane

Jose Elizondo, Jr.

Clay McPhail

Ron Leverett

Vivian Wood

Overseen by the State of Texas Comptroller of Public Accounts Susan Combs.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company.

Additional information regarding TexPool is available upon request:

www.texpool.com

1-866-839-7665

(1-866-TEX-POOL)

Fax: 866-839-3291

Federated

Federated, founded in 1955, is publicly traded on the NYSE. It is one of the largest managers of AAA-rated money market portfolios in the country (Source: iMoneyNet as of 11/30/13).

Visit us at FederatedInvestors.com.

G35884-24 (2/14)

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Monthly Newsletter February 2014

Economic and Market Commentary

Month in Cash: Weather still freezing but economy thawing

February 1, 2014

A frigid January kept the money markets on ice, despite some mixed signals from the U.S. and world economies. The Federal Reserve's decision to continue with tapering did not have a pronounced effect, as the commercial paper and cash markets held up well. Supply was pretty good without any hiccups, and the yield curve ended the month basically where it was at the end of December. We did see a flight to quality toward the end of the month on troubles in emerging-market countries as well as the Fed's decision to reduce monthly asset purchases, known as quantitative easing (QE), another \$10 billion to \$65 billion, split between mortgage-backed securities and Treasury securities.

While this risk-off trade impacted the equity and bond market in the month's final week, from a money-market perspective, the Fed's decision to extend the experimental overnight reverse repo facility was more important and a positive. The Fed is using the program as a strategy to help manage its exit from its extraordinary monetary accommodation of the past several years, and the broader market has benefitted. At the end of December and into most of January, there would have been zero to potentially negative rates offered for some forms of repo had the Fed, through the facility, not improved supply and essentially set a floor on overnight rates. Supply and demand remains out of whack and continues to keep rates low, which is a key reason we welcome the Fed's extension of the program.

The Fed raised the daily allotment cap to \$5 billion per counterparty from \$3 billion, which frankly doesn't help us a whole lot since in general we haven't used the tool up to the previous limit. Even so, there is no question that the facility's reverse repo rates, which can go as high as 5 basis points, have been very helpful in nudging up rates or at the least preventing them from falling even lower. Now with the program's extension, our attention is turning to the debt ceiling, which officially comes Feb. 7 but with cash on hand and other extraordinary measures at its disposal, the Treasury likely can make do by meeting all the country's financial obligations through February and into early March.

As far as the economy, you can't blame the weather for everything, but it did continue to weigh on the housing market. This is about the worst time of the year to either start building a house or undertake a search for an existing house. U.S. housing starts

(continued page 6)

PERFORMANCE AS OF JANUARY 31, 2014

	TexPool	TexPool Prime
Current Invested Balance	\$18,434,261,763.99	\$1,475,465,709.75
Weighted Average Maturity (1)*	46 Days	43 Days
Weighted Average Maturity (2)*	72 Days	50 Days
Net Asset Value	1.00003	1.00004
Total Number of Participants	2,301	167
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$398,776.20	\$52,938.25
Management Fee Collected	\$688,735.83	\$72,211.85
Standard & Poor's Current Rating	AAA	AAA

Month Averages

Average Invested Balance	\$17,256,587,439.33	\$1,349,307,610.18
Average Monthly Yield, on a simple basis (3)*	0.03%	0.05%
Average Weighted Average Maturity (1)*	45 Days	44 Days
Average Weighted Average Maturity (2)*	72 Days	52 Days

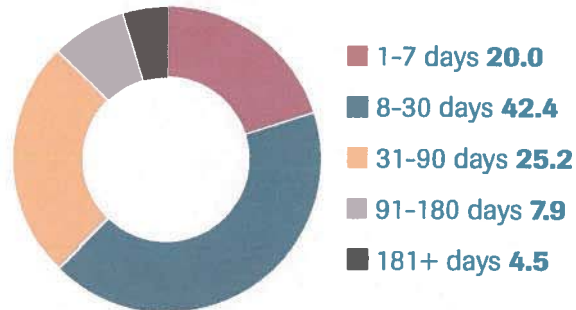
*Definitions for Average Monthly Yield and Weighted Average Maturity can be found on page 2.

TEXPOOL

February 2014

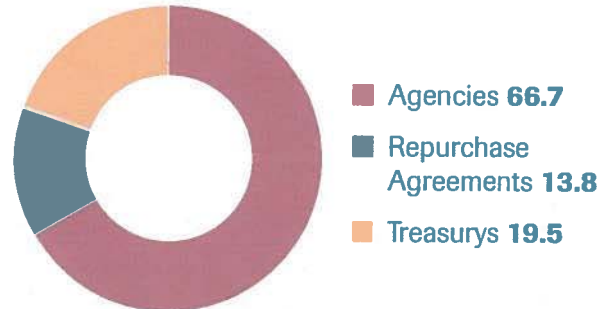
Portfolio by Maturity (%)

As of January 31, 2014



Portfolio by Type of Investment (%)

As of January 31, 2014



PORTFOLIO ASSET SUMMARY AS OF JANUARY 31, 2014

	Book Value	Market Value
Uninvested Balance	\$451,423.31	\$451,423.31
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	25,118,978.34	25,118,978.34
Interest and Management Fees Payable	-398,658.96	-398,658.96
Payable for Investments Purchased	-237,653,675.41	-237,653,675.41
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	2,578,869,000.00	2,578,857,950.00
Mutual Fund Investments	0.00	0.00
Government Securities	11,992,553,763.25	11,993,399,422.40
US Treasury Bills	949,971,249.96	949,975,100.00
US Treasury Notes	3,125,349,683.50	3,124,890,330.20
Total	\$18,434,261,763.99	\$18,434,640,869.88

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	572	\$6,297,256,366.14
Higher Education	56	\$1,486,671,418.82
Healthcare	80	\$711,078,708.66
Utility District	706	\$1,744,728,384.48
City	449	\$4,888,557,488.72
County	174	\$1,757,712,065.27
Other	264	\$1,546,626,149.52

Definition of Weighted Average Maturity (1) & (2)

*(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

*(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

Definition of Average Monthly Yield (3)

*(3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

TEXPOOL

DAILY SUMMARY

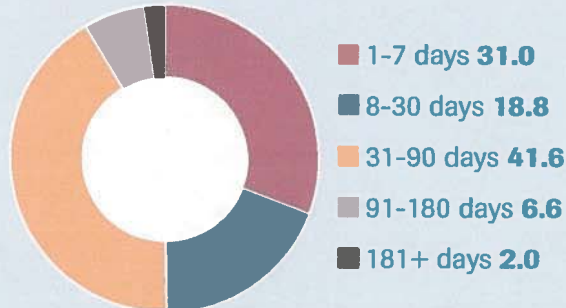
Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
1/1	0.0318%	0.000000870	\$15,933,929,606.07	1.00003	51	78
1/2	0.0311%	0.000000852	\$16,222,537,041.71	1.00004	50	76
1/3	0.0315%	0.000000864	\$16,380,812,110.20	1.00003	49	75
1/4	0.0315%	0.000000864	\$16,380,812,110.20	1.00003	49	75
1/5	0.0315%	0.000000864	\$16,380,812,110.20	1.00003	49	75
1/6	0.0307%	0.000000842	\$16,482,330,212.42	1.00004	48	74
1/7	0.0311%	0.000000852	\$16,606,046,198.18	1.00004	47	73
1/8	0.0289%	0.000000793	\$16,973,551,627.39	1.00004	45	73
1/9	0.0299%	0.000000819	\$16,969,095,780.69	1.00004	45	73
1/10	0.0299%	0.000000820	\$17,200,540,174.58	1.00004	47	74
1/11	0.0299%	0.000000820	\$17,200,540,174.58	1.00004	47	74
1/12	0.0299%	0.000000820	\$17,200,540,174.58	1.00004	47	74
1/13	0.0295%	0.000000807	\$17,342,061,759.57	1.00004	44	71
1/14	0.0285%	0.000000781	\$17,389,566,470.75	1.00005	44	70
1/15	0.0242%	0.000000662	\$17,404,110,321.09	1.00005	44	70
1/16	0.0261%	0.000000715	\$17,370,372,447.60	1.00006	44	69
1/17	0.0256%	0.000000701	\$17,326,083,758.86	1.00005	44	72
1/18	0.0256%	0.000000701	\$17,326,083,758.86	1.00005	44	72
1/19	0.0256%	0.000000701	\$17,326,083,758.86	1.00005	44	72
1/20	0.0256%	0.000000701	\$17,326,083,758.86	1.00005	44	72
1/21	0.0258%	0.000000708	\$17,434,268,650.06	1.00005	41	69
1/22	0.0248%	0.000000680	\$17,581,110,076.23	1.00005	41	68
1/23	0.0244%	0.000000668	\$17,545,763,849.74	1.00005	41	68
1/24	0.0238%	0.000000651	\$17,710,971,311.06	1.00003	41	68
1/25	0.0238%	0.000000651	\$17,710,971,311.06	1.00003	41	68
1/26	0.0238%	0.000000651	\$17,710,971,311.06	1.00003	41	68
1/27	0.0248%	0.000000679	\$17,744,171,797.17	1.00003	41	68
1/28	0.0242%	0.000000662	\$17,951,235,294.76	1.00003	43	69
1/29	0.0243%	0.000000667	\$18,035,719,087.53	1.00003	45	71
1/30	0.0237%	0.000000649	\$18,352,772,811.24	1.00004	44	68
1/31	0.0251%	0.000000688	\$18,434,261,763.99	1.00003	46	72
Average	0.0273%	0.000000748	\$17,256,587,439.33	1.00004	45	72

TEXPOOL PRIME

February 2014

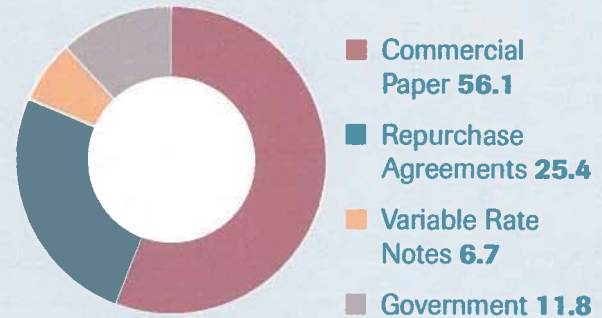
Portfolio by Maturity (%)

As of January 31, 2014



Portfolio by Type of Investment (%)

As of January 31, 2014



PORTFOLIO ASSET SUMMARY AS OF JANUARY 31, 2014

	Book Value	Market Value
Uninvested Balance	-\$398.94	-\$398.94
Accrual of Interest Income	179,860.16	179,860.16
Interest and Management Fees Payable	-52,939.35	-52,939.35
Payable for Investments Purchased	-10,000,000.00	-10,000,000.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	377,807,000.00	377,807,000.00
Commercial Paper	832,883,730.34	832,916,733.67
Bank Instruments	0.00	0.00
Mutual Fund Investments	0.00	0.00
Government Securities	209,748,457.54	209,765,233.20
Variable Rate Notes	64,900,000.00	64,900,460.00
Total	\$1,475,465,709.75	\$1,475,515,948.74

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	75	\$831,585,458.21
Higher Education	8	\$42,334,649.87
Healthcare	8	\$10,723,363.22
Utility District	5	\$44,497,890.93
City	33	\$196,020,846.47
County	19	\$236,803,579.39
Other	19	\$112,499,064.89

TEXPOOL PRIME

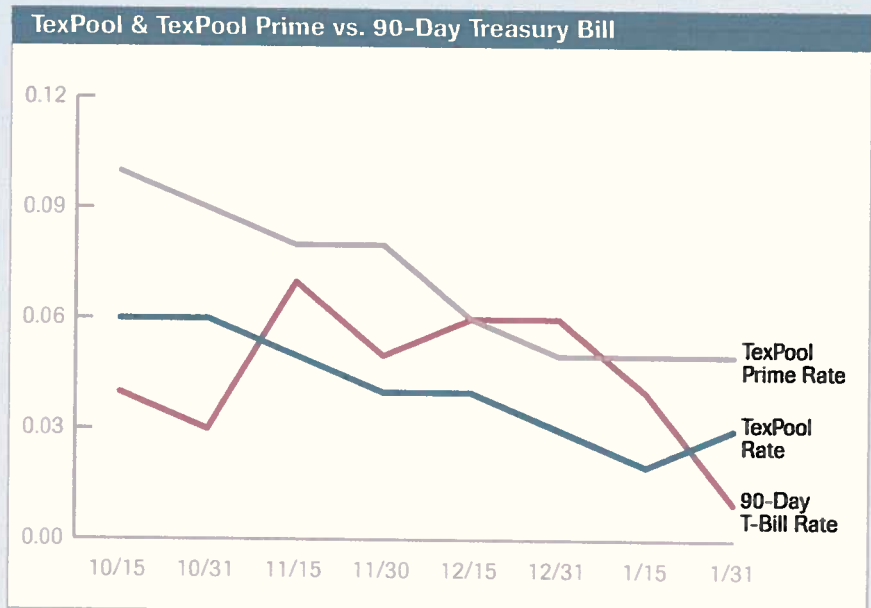
DAILY SUMMARY						
Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Prime Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
1/1	0.0457%	0.000001252	\$1,132,760,801.71	1.00004	52	61
1/2	0.0454%	0.000001244	\$1,211,973,479.12	1.00004	48	57
1/3	0.0576%	0.000001579	\$1,219,820,245.82	1.00003	51	60
1/4	0.0576%	0.000001579	\$1,219,820,245.82	1.00003	51	60
1/5	0.0576%	0.000001579	\$1,219,820,245.82	1.00003	51	60
1/6	0.0466%	0.000001277	\$1,278,654,142.15	1.00004	47	55
1/7	0.0480%	0.000001315	\$1,286,335,850.26	1.00004	46	54
1/8	0.0455%	0.000001247	\$1,303,999,128.91	1.00003	45	54
1/9	0.0503%	0.000001378	\$1,324,215,281.58	1.00003	44	53
1/10	0.0473%	0.000001296	\$1,343,481,420.40	1.00003	45	54
1/11	0.0473%	0.000001296	\$1,343,481,420.40	1.00003	45	54
1/12	0.0473%	0.000001296	\$1,343,481,420.40	1.00003	45	54
1/13	0.0487%	0.000001335	\$1,348,455,293.40	1.00003	42	51
1/14	0.0499%	0.000001366	\$1,363,562,294.77	1.00003	46	55
1/15	0.0454%	0.000001244	\$1,361,738,769.23	1.00003	45	53
1/16	0.0473%	0.000001297	\$1,370,703,403.36	1.00004	44	52
1/17	0.0454%	0.000001244	\$1,364,231,325.89	1.00003	45	52
1/18	0.0454%	0.000001244	\$1,364,231,325.89	1.00003	45	52
1/19	0.0454%	0.000001244	\$1,364,231,325.89	1.00003	45	52
1/20	0.0454%	0.000001244	\$1,364,231,325.89	1.00003	45	52
1/21	0.0458%	0.000001255	\$1,373,059,461.56	1.00004	42	49
1/22	0.0428%	0.000001173	\$1,387,185,467.15	1.00003	42	48
1/23	0.0431%	0.000001182	\$1,406,037,754.16	1.00004	40	46
1/24	0.0436%	0.000001195	\$1,380,790,895.49	1.00003	41	47
1/25	0.0436%	0.000001195	\$1,380,790,895.49	1.00003	41	47
1/26	0.0436%	0.000001195	\$1,380,790,895.49	1.00003	41	47
1/27	0.0428%	0.000001173	\$1,437,007,211.38	1.00003	37	43
1/28	0.0375%	0.000001027	\$1,470,995,830.73	1.00003	36	42
1/29	0.0408%	0.000001118	\$1,480,211,123.59	1.00004	40	46
1/30	0.0387%	0.000001059	\$1,526,971,924.10	1.00004	40	45
1/31	0.0466%	0.000001278	\$1,475,465,709.75	1.00004	43	50
Average	0.0464%	0.000001271	\$1,349,307,610.18	1.00003	44	52

TEXPOOL

Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

(continued from page 1)

and confidence slipped in December, with new construction falling 9.8% to 999,000 and sales of new homes dropping 7% to a seasonally adjusted annual rate of 414,000. We are not surprised by that. It is not as if the numbers have gone negative, they are just not as strong. But that dip, coupled with a weak jobs report, adds credence to why the Fed shaved QE by only another \$10 billion rather than not accelerate the reduction of asset buying. And it also accounts for why it will not raise the benchmark funds rate for some time. Plus, all the single-digit temperatures we have been having during the month of January are going to wreak havoc with some of the economic data this month, so it may be a few months before we get a good handle on how the economy is doing.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

TEXPOOL REPORT

MONTH OF FEBRUARY 2014
0.0283%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Feb)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	3,899,666.88	1,423,142.34	101.15	5,322,910.37	Working capital
ENTERPRISE FUND - UNRESTRICT	2,015,517.74	27,011.06	48.99	2,042,577.79	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,211,271.47	0.00	48.08	2,211,319.55	Water & sewer lines extensions & expansions
PARK FEES	15,717.78	(10,000.00)	0.33	5,718.11	Reserved for acquisition & development of park land
CHILD SAFETY PROGRAMS	15,121.62	0.00	0.33	15,121.95	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	62,079.08	0.00	1.35	62,080.43	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	890,034.90	80,000.00	20.09	970,054.99	Restricted for promotion of tourism
DEBT SERVICE FUND	2,772,927.96	68,194.07	59.12	2,841,181.15	Restricted for General fund reserves & yearly debt service
WTR/SWR BONDS	382,041.70	0.00	8.31	382,050.01	Funds transferred from Bond Mkt Acct to allow liquidity
FIRE BONDS	134,352.15	0.00	2.92	134,355.07	Funds transferred from Bond Mkt Acct to allow liquidity
LIBRARY BONDS	2,570.11	0.00	0.06	2,570.17	Funds transferred from Bond Mkt Acct to allow liquidity
LAKESIDE DRIVE CERT DEP	332,634.26	0.00	7.23	332,641.49	
CAROTHERS	25,000.31	0.00	0.54	25,000.85	
CRIME DISTRICT	249,311.57	11,963.22	5.50	261,280.29	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	727,897.49	199,689.31	21.76	927,608.56	Seabrook Economic Development Corporation II
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	44,079.54	0.00	0.96	44,080.50	
PUBLIC SAFETY	155,159.92	0.00	3.37	155,163.29	
MUNI COURT - SECURITY FUND	21,657.94	0.00	0.47	21,658.41	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	9,623.43	0.00	0.21	9,623.64	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	6,483.34	0.00	0.14	6,483.48	
STABILIZATION FUND	801,398.14	0.00	17.42	801,415.56	
TOTAL TEXPOOL FUND	15,254,547.33	1,800,000.00	348.33	\$17,054,895.66	

The investment portfolio of the City of Seabrook is in compliance with the investment strategies expressed in the City's Investment Policy and relevant provisions of Chapter 2256 of the Local Government Code

Pam Lab

Finance Director

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



Participant Statement

Statement Period 02/01/2014 - 02/28/2014

Page 1 of 2

Customer Service 1-866-TEX-POOL
Location ID 000077632
Investor ID 000006495

CITY OF SEABROOK
GENERAL ACCOUNT
ATTN: PAM LAB
1700 FIRST STREET
SEABROOK TX 77586-3540

TexPool Update

Have you tried TexPool Academy yet? TexPool Academy is now an approved provider for continuing education credits for TASBO certifications! Contact the TexPool Participant Services to learn more!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$15,254,547.33	\$1,800,000.00	\$0.00	\$348.33	\$17,054,895.66	\$16,218,845.48
Total Dollar Value	\$15,254,547.33	\$1,800,000.00	\$0.00	\$348.33	\$17,054,895.66	

Portfolio Value

Pool Name	Pool/Account	Market Value (02/01/2014)	Share Price (02/28/2014)	Shares Owned (02/28/2014)	Market Value (02/28/2014)
Texas Local Government Investment Pool	449/1011800001	\$15,254,547.33	\$1.00	17,054,895.660	\$17,054,895.66
Total Dollar Value		\$15,254,547.33			\$17,054,895.66

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$348.33	\$669.61
Total		\$348.33	\$669.61

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002

Statement Period **02/01/2014 - 02/28/2014**

Page 2 of 2

Transaction Detail

Texas Local Government Investment Pool

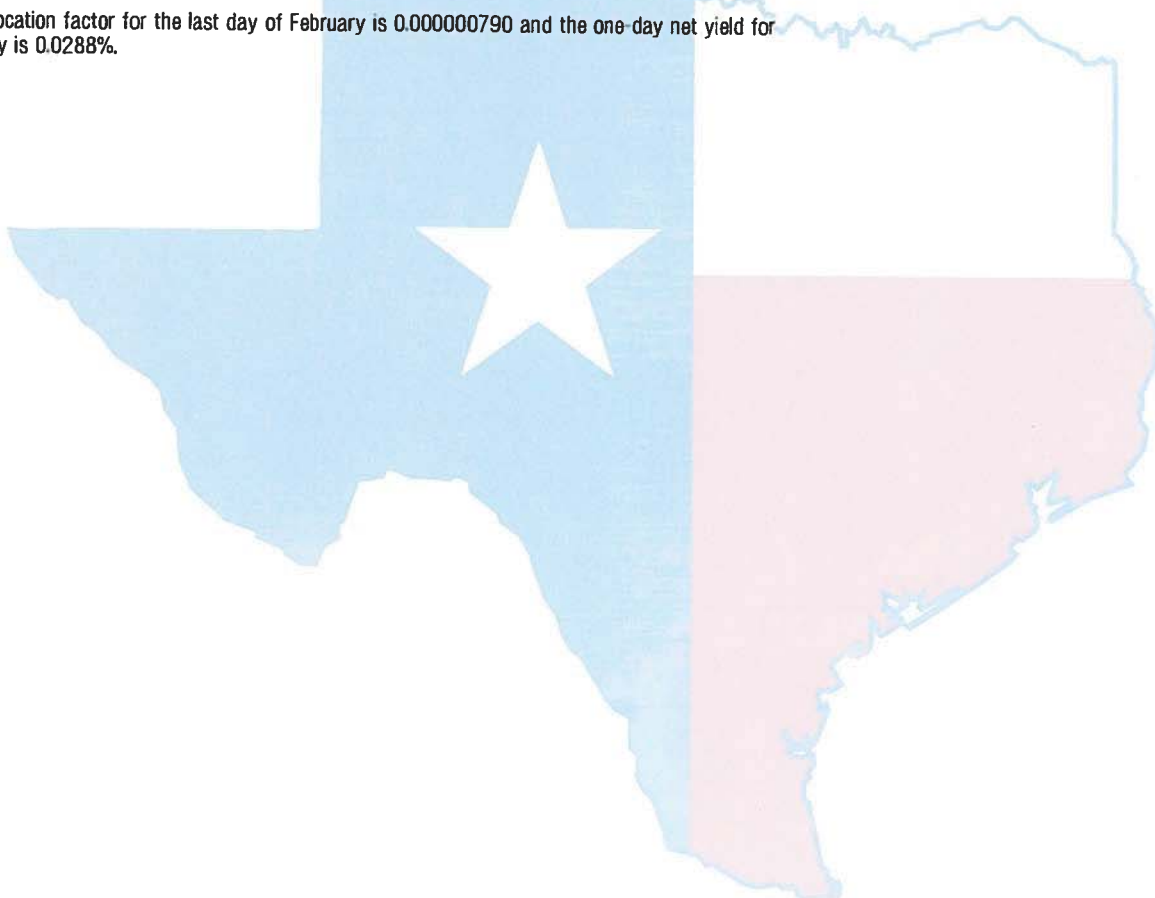
Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
02/01/2014	02/01/2014	BEGINNING BALANCE	\$15,254,547.33	\$1.00		15,254,547.330
02/14/2014	02/18/2014	ACH DEPOSIT	\$1,800,000.00	\$1.00	1,800,000.000	17,054,547.330
02/28/2014	02/28/2014	MONTHLY POSTING	\$348.33	\$1.00	348.330	17,054,895.660
Account Value as of 02/28/2014			\$17,054,895.66	\$1.00		17,054,895.660

Pool Information

The allocation factor for the last day of February is 0.000000790 and the one-day net yield for that day is 0.0288%.



TEXPOOL

ANNOUNCEMENTS

We would like to recognize and welcome the following entity who joined the TexPool program in February 2014:

TexPool

City of Denison

TexPool Prime

City of Denison

Upcoming Events

04/14/14 - 04/15/14

GFOAT Spring Conference
Austin

04/21/14 - 04/24/14

County Treasurers' Education Seminar
Austin

05/06/14 - 05/09/14

LBJ School/TACA
Austin

TexPool Advisory Board Members

R.C. Allen	LaVonne Mason
Pati Buchenau	John McGrane
Jose Elizondo, Jr.	Clay McPhail
Ron Leverett	Vivian Wood

Overseen by the State of Texas Comptroller of Public Accounts Susan Combs.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company.

Additional information regarding TexPool is available upon request:

www.texpool.com

1-866-839-7665

(1-866-TEX-POOL)

Fax: 866-839-3291

Federated

Federated, founded in 1955, is publicly traded on the NYSE. It is one of the largest managers of AAA-rated money market portfolios in the country (Source: iMoneyNet as of 11/30/13).

Visit us at FederatedInvestors.com.

635634-24 (3/14)

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Monthly Newsletter March 2014

Economic and Market Commentary

Month in Cash: Hurry up and wait

March 1, 2014

The nation's sluggish recovery created a waiting game for money markets in February. Mixed economic signals, continued brutal weather and cautious monetary policy kept rates in suspended animation, with all of us waiting for some definitive positive news to move them forward and up.

Jobs remained lackluster, manufacturing slowed and both retail sales and confidence fell in the month. And then there's housing, which was only marginally better earlier in the month but then launched upward at month's end. The report, that new home sales posted a 9.6% rise in January to a seasonally adjusted annual rate of 468,000, gave the best number we have seen in five years.

The signs were conflicting in February, but generally leaning toward the slow-down side compared to the fourth quarter of 2013. As we look for sustained good economic reports, we think we need to see March and April data before we can develop a firmer opinion of the economic standpoint in 2014. Will there be a resurgence when the mercury rises, or is growth still going to be lackluster? The verdict is still out and frustration is the only thing thriving.

In an environment like this, no matter what the climate, the Federal Reserve is extremely scrutinized, with analysts, media and investors poring over every report, speech and meeting minutes. Its continuing taper of the amount of bonds it purchases monthly is the most watched activity. It is now down to \$65 billion per month, but in the last few days of February new Fed Chair Janet Yellen testified to Congress that the slow economic recovery might cause the Fed to pause its tapering, and two members of the Federal Open Market Committee discussed the possibility of raising short rates sooner rather than later. The last part was music to our ears, but there is still too much noise out there.

We are perhaps more focused on the Fed's daily maneuvers. The Fed recast its overnight reverse repo facility from a test to an exercise, in place at least through Jan. 2015. It raised the overnight rate from 3 basis points to 5 basis points, slowly creeping up to a little bit less abysmal. The Fed continues to establish its role as the market-rate setter. Counterparties and participants were allowed to use the program up to \$5 billion a night, an increase of \$2 billion.

(continued page 6)

PERFORMANCE AS OF FEBRUARY 28, 2014

	TexPool	TexPool Prime
Current Invested Balance	\$17,851,480,342.39	\$1,238,257,323.21
Weighted Average Maturity (1)*	46 Days	46 Days
Weighted Average Maturity (2)*	78 Days	52 Days
Net Asset Value	1.00004	1.00004
Total Number of Participants	2,302	168
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$405,683.92	\$54,506.09
Management Fee Collected	\$680,570.92	\$66,818.47
Standard & Poor's Current Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$18,701,078,439.13	\$1,354,483,564.11
Average Monthly Yield, on a simple basis (3)*	0.03%	0.05%
Average Weighted Average Maturity (1)*	42 Days	47 Days
Average Weighted Average Maturity (2)*	71 Days	54 Days

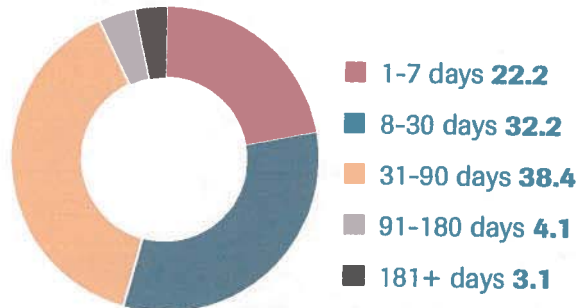
*Definitions for Average Monthly Yield and Weighted Average Maturity can be found on page 2.

TEXPOOL

March 2014

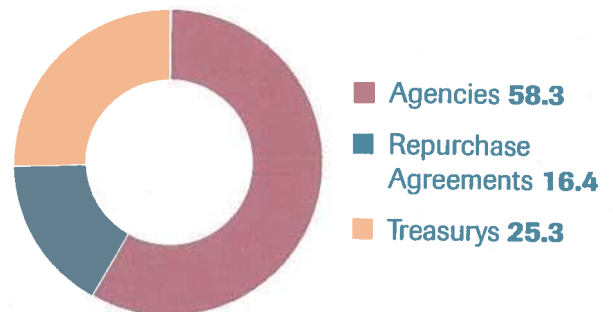
Portfolio by Maturity (%)

As of February 28, 2014



Portfolio by Type of Investment (%)

As of February 28, 2014



PORTFOLIO ASSET SUMMARY AS OF FEBRUARY 28, 2014

	Book Value	Market Value
Uninvested Balance	\$370.82	\$370.82
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	12,940,892.55	12,940,892.55
Interest and Management Fees Payable	-405,738.22	-405,738.22
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	2,916,270,000.00	2,916,250,450.00
Mutual Fund Investments	0.00	0.00
Government Securities	9,709,405,837.12	9,710,183,200.39
US Treasury Bills	3,339,841,949.19	3,339,886,920.00
US Treasury Notes	1,873,427,030.93	1,873,262,616.60
Total	\$17,851,480,342.39	\$17,852,118,712.14

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	572	\$6,087,856,440.28
Higher Education	56	\$1,456,088,298.26
Healthcare	80	\$786,580,627.09
Utility District	706	\$1,700,431,018.90
City	450	\$4,749,372,648.18
County	174	\$1,562,827,625.39
Other	264	\$1,508,117,851.89

Definition of Weighted Average Maturity (1) & (2)

*(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

*(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

Definition of Average Monthly Yield (3)

*(3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

TEXPOOL

DAILY SUMMARY

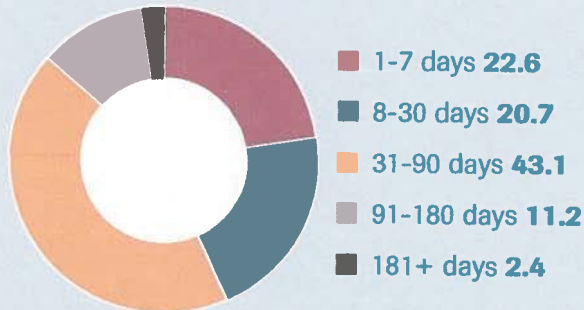
Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
2/1	0.0251%	0.000000688	\$18,434,261,763.99	1.00003	46	72
2/2	0.0251%	0.000000688	\$18,434,261,763.99	1.00003	46	72
2/3	0.0242%	0.000000662	\$18,506,318,619.32	1.00004	42	69
2/4	0.0230%	0.000000629	\$18,874,141,357.95	1.00005	41	69
2/5	0.0221%	0.000000606	\$19,116,728,131.77	1.00003	40	68
2/6	0.0214%	0.000000585	\$19,250,547,609.83	1.00003	40	68
2/7	0.0233%	0.000000637	\$19,323,958,999.15	1.00003	41	67
2/8	0.0233%	0.000000637	\$19,323,958,999.15	1.00003	41	67
2/9	0.0233%	0.000000637	\$19,323,958,999.15	1.00003	41	67
2/10	0.0245%	0.000000670	\$19,499,919,294.60	1.00002	41	70
2/11	0.0287%	0.000000787	\$19,509,203,036.03	1.00003	43	72
2/12	0.0304%	0.000000834	\$19,311,808,637.25	1.00004	43	73
2/13	0.0318%	0.000000871	\$19,004,765,118.91	1.00004	43	73
2/14	0.0324%	0.000000889	\$18,620,993,634.74	1.00005	43	74
2/15	0.0324%	0.000000889	\$18,620,993,634.74	1.00005	43	74
2/16	0.0324%	0.000000889	\$18,620,993,634.74	1.00005	43	74
2/17	0.0324%	0.000000889	\$18,620,993,634.74	1.00005	43	74
2/18	0.0320%	0.000000878	\$18,459,381,970.70	1.00005	41	72
2/19	0.0305%	0.000000835	\$18,438,796,306.97	1.00005	41	71
2/20	0.0304%	0.000000834	\$18,387,948,221.15	1.00004	41	73
2/21	0.0315%	0.000000862	\$18,408,537,294.84	1.00004	40	74
2/22	0.0315%	0.000000862	\$18,408,537,294.84	1.00004	40	74
2/23	0.0315%	0.000000862	\$18,408,537,294.84	1.00004	40	74
2/24	0.0295%	0.000000807	\$18,321,894,498.75	1.00004	38	69
2/25	0.0298%	0.000000816	\$18,307,554,358.57	1.00005	38	67
2/26	0.0313%	0.000000857	\$18,113,909,003.43	1.00005	39	67
2/27	0.0311%	0.000000852	\$18,125,812,839.00	1.00006	41	68
2/28	0.0288%	0.000000790	\$17,851,480,342.39	1.00004	46	78
Average	0.0283%	0.000000776	\$18,701,078,439.13	1.00004	42	71

TEXPOOL PRIME

March 2014

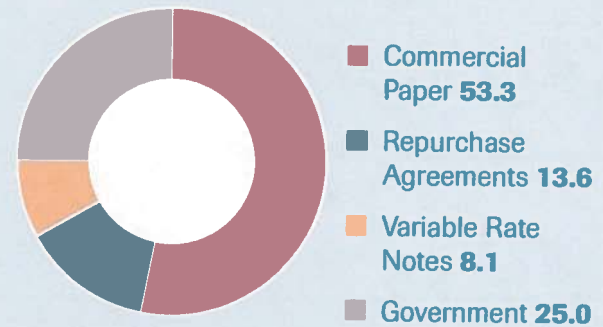
Portfolio by Maturity (%)

As of February 28, 2014



Portfolio by Type of Investment (%)

As of February 28, 2014



PORTFOLIO ASSET SUMMARY AS OF FEBRUARY 28, 2014

	Book Value	Market Value
Uninvested Balance	\$93,543.15	\$93,543.15
Accrual of Interest Income	247,896.69	247,896.69
Interest and Management Fees Payable	-54,506.12	-54,506.12
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	168,939,000.00	168,939,000.00
Commercial Paper	659,974,792.75	659,986,778.01
Bank Instruments	0.00	0.00
Mutual Fund Investments	0.00	0.00
Government Securities	344,156,596.74	344,185,068.00
Variable Rate Notes	64,900,000.00	64,901,240.00
Total	\$1,238,257,323.21	\$1,238,299,019.73

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	75	\$613,348,681.03
Higher Education	8	\$47,737,664.56
Healthcare	8	\$10,324,789.58
Utility District	5	\$45,984,095.95
City	34	\$223,856,788.44
County	19	\$184,448,198.43
Other	19	\$112,555,514.58

TEXPOOL PRIME

DAILY SUMMARY

Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Prime Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
2/1	0.0466%	0.000001278	\$1,475,465,709.75	1.00004	43	50
2/2	0.0466%	0.000001278	\$1,475,465,709.75	1.00004	43	50
2/3	0.0456%	0.000001248	\$1,486,101,676.35	1.00004	40	47
2/4	0.0403%	0.000001104	\$1,506,928,107.60	1.00003	40	46
2/5	0.0438%	0.000001200	\$1,520,436,815.94	1.00003	43	49
2/6	0.0400%	0.000001097	\$1,550,827,678.13	1.00003	41	47
2/7	0.0419%	0.000001149	\$1,562,645,987.27	1.00002	41	47
2/8	0.0419%	0.000001149	\$1,562,645,987.27	1.00002	41	47
2/9	0.0419%	0.000001149	\$1,562,645,987.27	1.00002	41	47
2/10	0.0442%	0.000001210	\$1,568,423,148.39	1.00002	43	49
2/11	0.0705%	0.000001931	\$1,320,754,994.73	1.00004	53	60
2/12	0.0601%	0.000001646	\$1,340,542,846.01	1.00004	51	58
2/13	0.0666%	0.000001825	\$1,278,345,163.78	1.00005	54	62
2/14	0.0633%	0.000001735	\$1,249,359,971.53	1.00004	55	62
2/15	0.0633%	0.000001735	\$1,249,359,971.53	1.00004	55	62
2/16	0.0633%	0.000001735	\$1,249,359,971.53	1.00004	55	62
2/17	0.0633%	0.000001735	\$1,249,359,971.53	1.00004	55	62
2/18	0.0677%	0.000001856	\$1,254,375,700.58	1.00005	51	58
2/19	0.0617%	0.000001690	\$1,247,708,068.88	1.00004	50	58
2/20	0.0583%	0.000001596	\$1,249,605,501.85	1.00005	50	57
2/21	0.0488%	0.000001338	\$1,249,205,186.46	1.00004	49	56
2/22	0.0488%	0.000001338	\$1,249,205,186.46	1.00004	49	56
2/23	0.0488%	0.000001338	\$1,249,205,186.46	1.00004	49	56
2/24	0.0513%	0.000001406	\$1,247,386,932.79	1.00005	47	53
2/25	0.0529%	0.000001448	\$1,248,572,670.31	1.00005	47	54
2/26	0.0526%	0.000001442	\$1,245,279,697.38	1.00005	46	53
2/27	0.0574%	0.000001572	\$1,238,068,642.46	1.00005	46	53
2/28	0.0568%	0.000001555	\$1,238,257,323.21	1.00004	46	52
Average	0.0532%	0.000001457	\$1,354,483,564.11	1.00004	47	54

TEXPOOL

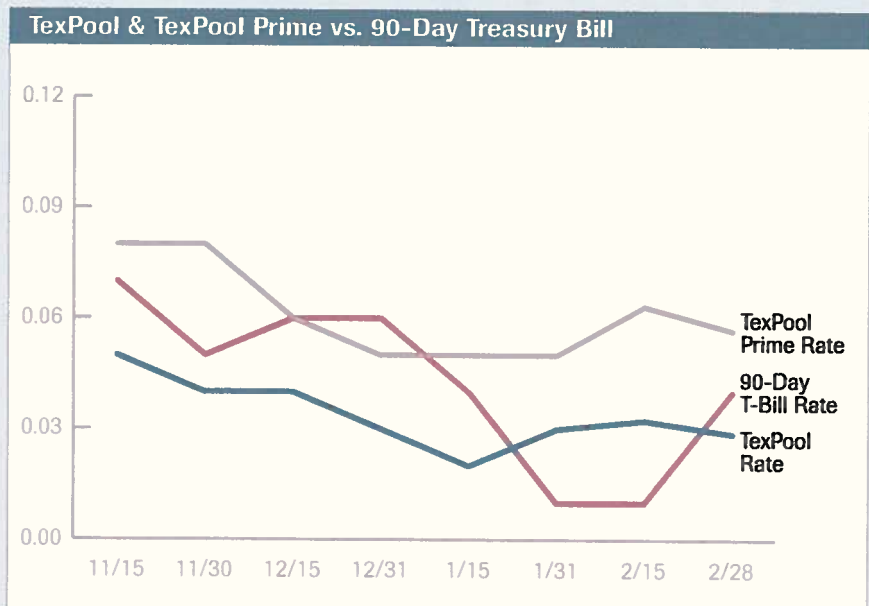
Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

(continued from page 1)

Another positive in terms of supply has been the Treasuries. The Feb. 7 debt-ceiling deadline came and went but Congress then extended the ceiling to 2015. While this kicks the can down the road, it is far enough, and it allowed for debt issuance on the Treasury side that was eligible for money funds (including a huge issuance related to extraordinary measures). If all of this leads you to think you should see substantial change in at least the overnight to 3-month section of the yield curve, think again. There actually has been very little movement. The explanation for this is that rates would have probably been closer to zero had the Fed not been in the marketplace.

The end of January saw a floating-rate Treasury note come to the market for the first time. The Treasury offered \$15 billion of 2-year floating rate notes resetting weekly off 90-day bills at a spread of 4.5 basis points. We are eager to watch the market develop from the standpoint of both spread and liquidity.

And we continue to wait.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

TEXPOOL REPORT

MONTH OF MARCH 2014
0 0299%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Mar)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	5,322,910.37	78,577.35	137.89	5,401,625.61	Working capital
ENTERPRISE FUND - UNRESTRICT	2,042,577.79	(135,159.26)	56.16	1,907,474.69	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,211,319.55	0.00	56.15	2,211,375.70	Water & sewer lines extensions & expansions
PARK FEES	5,718.11	0.00	0.15	5,718.26	Reserved for acquisition & development of park land
CHILD SAFETY PROGRAMS	15,121.95	0.00	0.38	15,122.33	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	62,080.43	0.00	1.58	62,082.01	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	970,054.99	0.00	24.63	970,079.62	Restricted for promotion of tourism
DEBT SERVICE FUND	2,841,181.15	20,863.12	72.16	2,862,116.43	Restricted for General fund reserves & yearly debt service
WTR/SWR BONDS	382,050.01	0.00	9.70	382,059.71	Funds transferred from Bond Mkt Acct to allow liquidity
FIRE BONDS	134,355.07	0.00	3.41	134,358.48	Funds transferred from Bond Mkt Acct to allow liquidity
LIBRARY BONDS	2,570.17	0.00	0.07	2,570.24	Funds transferred from Bond Mkt Acct to allow liquidity
LAKESIDE DRIVE CERT DEP	332,641.49	0.00	8.45	332,649.94	
CAROTHERS	25,000.85	0.00	0.63	25,001.48	
CRIME DISTRICT	261,280.29	(3,951.65)	6.63	257,335.27	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	927,608.56	39,670.44	28.70	967,307.70	Seabrook Economic Development Corporation II
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	44,080.50	0.00	1.12	44,081.62	
PUBLIC SAFETY	155,163.29	0.00	3.94	155,167.23	
MUNI COURT - SECURITY FUND	21,658.41	0.00	0.55	21,658.96	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	9,623.64	0.00	0.24	9,623.88	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	6,483.48	0.00	0.16	6,483.64	
STABILIZATION FUND	801,415.56	0.00	20.35	801,435.91	
TOTAL TEXPOOL FUND	17,054,895.66	(0.00)	433.05	\$17,055,328.71	

The investment portfolio of the City of Seabrook is in compliance with the investment strategies expressed in the City's Investment Policy and relevant provisions of Chapter 2256 of the Local Government Code.

Pam Lab

Finance Director

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



CITY OF SEABROOK
GENERAL ACCOUNT
ATTN: PAM LAB
1700 FIRST STREET
SEABROOK TX 77586-3540

Participant Statement

Statement Period 03/01/2014 - 03/31/2014

Page 1 of 2

Customer Service 1-866-TEX-POOL
Location ID 000077632
Investor ID 000006495

TexPool Update

Do you need to place a transaction or view an account balance and you can't get to the office? Visit TexConnect Online on your smart phone and you will be connected to TexConnect Mobile!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$17,054,895.66	\$0.00	\$0.00	\$433.05	\$17,055,328.71	\$17,054,909.63
Total Dollar Value	\$17,054,895.66	\$0.00	\$0.00	\$433.05	\$17,055,328.71	

Portfolio Value

Pool Name	Pool/Account	Market Value (03/01/2014)	Share Price (03/31/2014)	Shares Owned (03/31/2014)	Market Value (03/31/2014)
Texas Local Government Investment Pool	449/1011800001	\$17,054,895.66	\$1.00	17,055,328.71	\$17,055,328.71
Total Dollar Value		\$17,054,895.66			\$17,055,328.71

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$433.05	\$1,102.66
Total		\$433.05	\$1,102.66

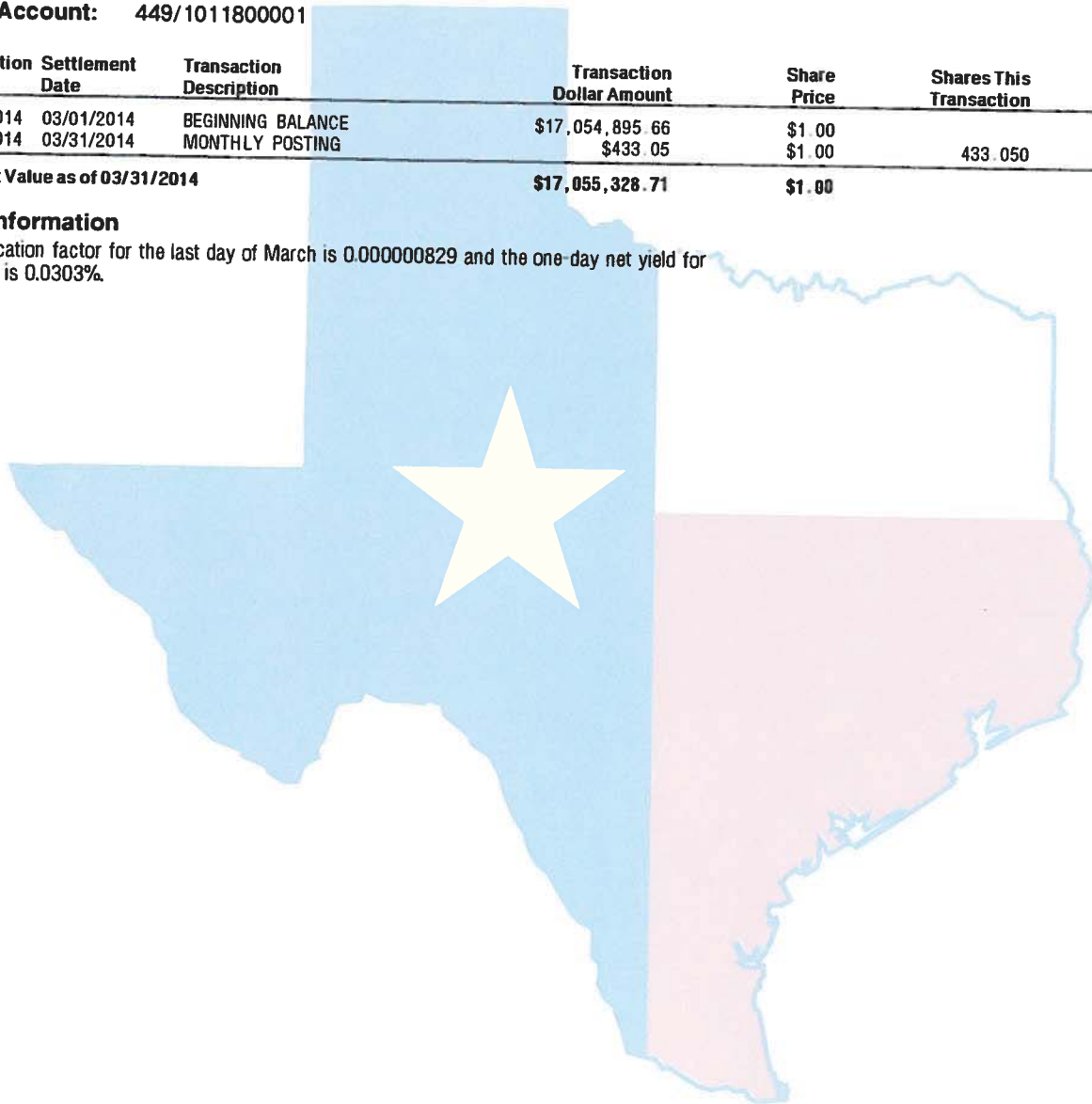
Page 2 of 2

Participant: CITY OF SEABROOK

Pool/ Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
03/01/2014	03/01/2014	BEGINNING BALANCE	\$17,054,895.66	\$1.00		17,054,895.660
03/31/2014	03/31/2014	MONTHLY POSTING	\$433.05	\$1.00	433.050	17,055,328.710
Account Value as of 03/31/2014			\$17,055,328.71	\$1.00		17,055,328.710

The allocation factor for the last day of March is 0.000000829 and the one-day net yield for that day is 0.0303%.



TEXPOOL

ANNOUNCEMENTS

We would like to recognize and welcome the following entities who joined the TexPool program in March 2014:

TexPool

Fort Bend County ESD 5
Harris County MUD 433
North Zulch ISD

Upcoming Events

04/14/14 - 04/15/14
GFOAT Spring Conference
Austin

04/21/14 - 04/24/14
County Treasurers' Education Seminar
Austin

05/06/14 - 05/09/14
LBJ School/TACA
Austin

TexPool Advisory Board Members

R.C. Allen	LaVonne Mason
Pati Buchenau	John McGrane
Jose Elizondo, Jr.	Clay McPhail
Ron Leverett	Vivian Wood

Overseen by the State of Texas Comptroller of Public Accounts Susan Combs.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company.

Additional information regarding TexPool is available upon request:

www.texpool.com
1-866-839-7665
(1-866-TEX-POOL)
Fax: 866-839-3291

Federated

Federated, founded in 1955, is publicly traded on the NYSE. It is one of the largest managers of AAA-rated money market portfolios in the country (Source: iMoneyNet as of 2/28/14).

Visit us at FederatedInvestors.com.

G35884-24 (4/14)

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Monthly Newsletter April 2014

Economic and Market Commentary

Month in Cash: The end of low-rate frustration is almost in sight

April 1, 2014

Even when you think that you know something, it's still nice to get confirmation. It seemed as clear as can be that bad weather skewed figures in March and held back an economy we thought was improving. The month verified this. We are starting to head back in the right direction and are beginning to see that the slushy data was keeping the economy from gaining traction. People simply weren't going to go out to buy cars or houses when it was zero degrees with a foot of snow. But as the month progressed, we saw fewer weather-related slowdowns and more of a pick-up, with nonfarm payrolls and jobs, manufacturing and various regional surveys becoming positive.

From a rate perspective, the frustration is ending. We haven't seen the light at the end of the tunnel yet, but we can at least imagine seeing it. The Federal Open Market Committee (FOMC) meeting last month furthered this optimism when new chair Janet Yellen announced the continuation of its monthly tapering of asset purchases, lowering the amount of Treasuries and agencies being purchased to \$55 billion from \$65 billion per month. The Fed also moved away from the quantitative approach to forward guidance that had been in place. It is not that the Fed was saying that unemployment and inflationary statistics are no longer important, but rather that they felt a broader, less-quantitative approach was merited. The FOMC statement indicated that the current target range would be in place for a considerable period of time after QE ends, which, if the Fed keeps on the current pace of reduction, could be in late 2014.

Or will it? In her question-and-answer press conference after the FOMC announcement, Yellen went on to describe "considerable" as around six months. Many analysts felt Yellen misspoke, perhaps flustered by the peppering of reporters' questions, but FOMC members didn't race to soften her comments. Maybe more telling was the summary of economic projections released at the time of the announcement; here, the majority of FOMC members thought that tightening would commence in 2015, with an average projection for the fed funds target at year-end 2015 in excess of 1%. With that outlook, in the second half of 2014 we would expect to see a slight steepening of a yield curve that is quite flat now. The bond market seems to bear this out by the fact that few are buying

(continued page 6)

PERFORMANCE AS OF MARCH 31, 2014

	TexPool	TexPool Prime
Current Invested Balance	\$17,256,236,706.59	\$1,212,253,556.16
Weighted Average Maturity (1)*	45 Days	54 Days
Weighted Average Maturity (2)*	78 Days	59 Days
Net Asset Value	1.00002	1.00001
Total Number of Participants	2,305	168
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$450,893.38	\$71,156.85
Management Fee Collected	\$716,667.51	\$67,804.85
Standard & Poor's Current Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$17,796,568,254.70	\$1,249,735,367.98
Average Monthly Yield, on a simple basis (3)*	0.03%	0.07%
Average Weighted Average Maturity (1)*	42 Days	50 Days
Average Weighted Average Maturity (2)*	73 Days	56 Days

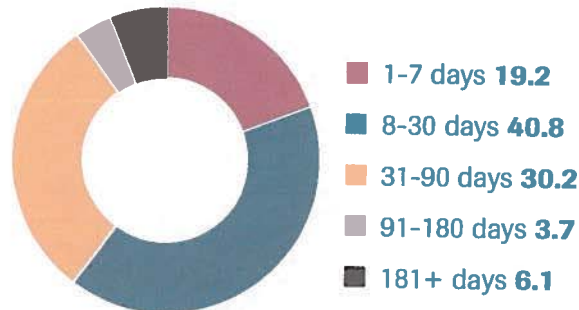
*Definitions for Average Monthly Yield and Weighted Average Maturity can be found on page 2.

TEXPOOL

April 2014

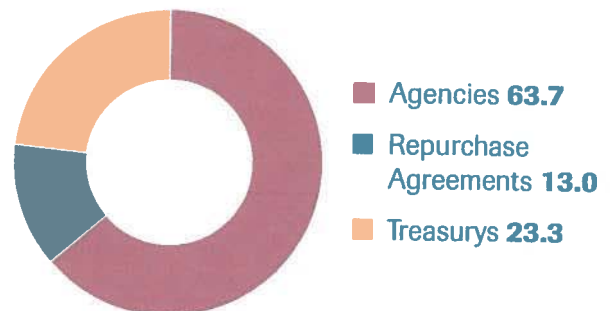
Portfolio by Maturity (%)

As of March 31, 2014



Portfolio by Type of Investment (%)

As of March 31, 2014



PORTFOLIO ASSET SUMMARY AS OF MARCH 31, 2014

	Book Value	Market Value
Uninvested Balance	\$402.29	\$402.29
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	19,156,549.05	19,156,549.05
Interest and Management Fees Payable	-451,010.31	-451,010.31
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	2,231,795,000.00	2,231,792,200.00
Mutual Fund Investments	0.00	0.00
Government Securities	10,527,572,029.51	10,528,105,446.00
US Treasury Bills	2,149,928,555.09	2,149,970,840.00
US Treasury Notes	2,328,235,180.96	2,327,968,734.33
Total	\$17,256,236,706.59	\$17,256,543,161.36

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	573	\$5,599,544,884.02
Higher Education	56	\$1,329,691,095.57
Healthcare	80	\$706,491,531.26
Utility District	707	\$2,054,852,794.49
City	450	\$4,464,284,743.54
County	174	\$1,583,076,048.54
Other	265	\$1,518,171,413.68

Definition of Weighted Average Maturity (1) & (2)

*(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

*(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

Definition of Average Monthly Yield (3)

*(3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

TEXPOOL

DAILY SUMMARY

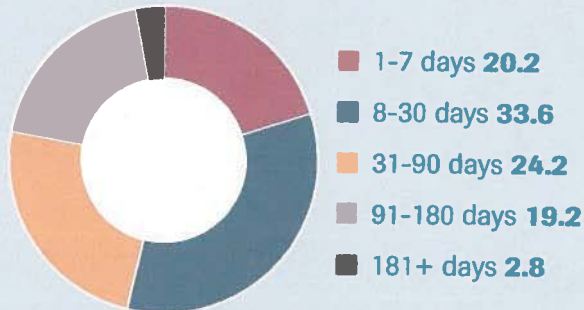
Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
3/1	0.0288%	0.000000790	\$17,851,480,342.39	1.00004	46	78
3/2	0.0288%	0.000000790	\$17,851,480,342.39	1.00004	46	78
3/3	0.0291%	0.000000798	\$17,717,162,831.65	1.00005	44	76
3/4	0.0289%	0.000000792	\$17,878,614,458.88	1.00004	43	74
3/5	0.0299%	0.000000818	\$17,780,793,864.99	1.00005	42	74
3/6	0.0278%	0.000000761	\$18,127,949,257.01	1.00005	41	71
3/7	0.0295%	0.000000807	\$17,976,487,320.24	1.00004	42	73
3/8	0.0295%	0.000000807	\$17,976,487,320.24	1.00004	42	73
3/9	0.0295%	0.000000807	\$17,976,487,320.24	1.00004	42	73
3/10	0.0305%	0.000000836	\$17,992,346,663.01	1.00004	39	70
3/11	0.0297%	0.000000813	\$18,087,896,979.97	1.00004	40	71
3/12	0.0307%	0.000000842	\$17,923,795,208.55	1.00004	40	71
3/13	0.0312%	0.000000855	\$18,006,122,071.23	1.00004	40	72
3/14	0.0281%	0.000000771	\$17,981,401,881.80	1.00004	39	71
3/15	0.0281%	0.000000771	\$17,981,401,881.80	1.00004	39	71
3/16	0.0281%	0.000000771	\$17,981,401,881.80	1.00004	39	71
3/17	0.0282%	0.000000773	\$18,006,728,762.78	1.00004	37	68
3/18	0.0288%	0.000000789	\$17,896,372,010.33	1.00002	37	68
3/19	0.0255%	0.000000699	\$17,866,872,167.62	1.00001	38	69
3/20	0.0289%	0.000000792	\$17,858,432,178.31	1.00002	39	69
3/21	0.0287%	0.000000787	\$17,789,480,540.80	1.00002	40	70
3/22	0.0287%	0.000000787	\$17,789,480,540.80	1.00002	40	70
3/23	0.0287%	0.000000787	\$17,789,480,540.80	1.00002	40	70
3/24	0.0294%	0.000000806	\$17,700,587,100.96	1.00001	43	74
3/25	0.0376%	0.000001031	\$17,687,158,259.11	1.00002	43	75
3/26	0.0383%	0.000001049	\$17,512,804,147.85	1.00001	42	72
3/27	0.0387%	0.000001061	\$17,456,601,756.90	1.00003	47	79
3/28	0.0289%	0.000000791	\$17,330,690,518.89	1.00002	48	80
3/29	0.0289%	0.000000791	\$17,330,690,518.89	1.00002	48	80
3/30	0.0289%	0.000000791	\$17,330,690,518.89	1.00002	48	80
3/31	0.0303%	0.000000829	\$17,256,236,706.59	1.00002	45	78
Average	0.0299%	0.000000819	\$17,796,568,254.70	1.00003	42	73

TEXPOOL PRIME

April 2014

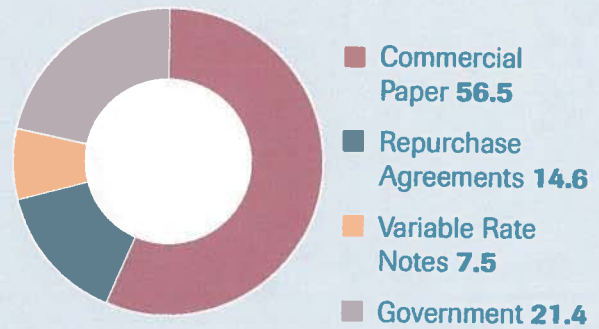
Portfolio by Maturity (%)

As of March 31, 2014



Portfolio by Type of Investment (%)

As of March 31, 2014



PORTFOLIO ASSET SUMMARY AS OF MARCH 31, 2014

	Book Value	Market Value
Uninvested Balance	-\$245,912.83	-\$245,912.83
Accrual of Interest Income	327,136.18	327,136.18
Interest and Management Fees Payable	-71,156.26	-71,156.26
Payable for Investments Purchased	-49,985,000.00	-49,985,000.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	183,689,000.00	183,689,000.00
Commercial Paper	713,836,583.71	713,831,395.98
Bank Instruments	0.00	0.00
Mutual Fund Investments	0.00	0.00
Government Securities	304,802,905.36	304,823,202.50
Variable Rate Notes	59,900,000.00	59,899,796.00
Total	\$1,212,253,556.16	\$1,212,268,481.57

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	75	\$564,745,054.16
Higher Education	8	\$48,840,246.33
Healthcare	8	\$10,025,225.06
Utility District	5	\$45,533,339.37
City	34	\$218,568,000.17
County	19	\$206,222,617.31
Other	19	\$118,565,117.85

TEXPOOL PRIME

DAILY SUMMARY

Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Prime Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
3/1	0.0568%	0.000001555	\$1,238,257,323.21	1.00004	46	52
3/2	0.0568%	0.000001555	\$1,238,257,323.21	1.00004	46	52
3/3	0.0592%	0.000001623	\$1,243,105,751.60	1.00004	46	53
3/4	0.0624%	0.000001710	\$1,249,658,880.37	1.00004	49	54
3/5	0.0572%	0.000001568	\$1,245,348,924.57	1.00004	48	53
3/6	0.0558%	0.000001530	\$1,242,574,178.72	1.00004	47	53
3/7	0.0669%	0.000001834	\$1,246,956,008.65	1.00003	51	56
3/8	0.0669%	0.000001834	\$1,246,956,008.65	1.00003	51	56
3/9	0.0669%	0.000001834	\$1,246,956,008.65	1.00003	51	56
3/10	0.0665%	0.000001823	\$1,247,618,540.83	1.00004	48	53
3/11	0.0662%	0.000001815	\$1,245,139,718.07	1.00004	47	53
3/12	0.0668%	0.000001829	\$1,273,460,758.93	1.00003	48	53
3/13	0.0667%	0.000001828	\$1,273,611,948.84	1.00003	50	55
3/14	0.0641%	0.000001757	\$1,269,929,082.91	1.00003	50	56
3/15	0.0641%	0.000001757	\$1,269,929,082.91	1.00003	50	56
3/16	0.0641%	0.000001757	\$1,269,929,082.91	1.00003	50	56
3/17	0.0645%	0.000001766	\$1,278,624,637.06	1.00003	48	53
3/18	0.0667%	0.000001827	\$1,277,315,719.11	1.00003	51	56
3/19	0.0653%	0.000001789	\$1,271,955,092.22	1.00002	52	56
3/20	0.0658%	0.000001803	\$1,269,706,760.66	1.00003	51	56
3/21	0.0664%	0.000001820	\$1,258,171,018.92	1.00002	51	55
3/22	0.0664%	0.000001820	\$1,258,171,018.92	1.00002	51	55
3/23	0.0664%	0.000001820	\$1,258,171,018.92	1.00002	51	55
3/24	0.0684%	0.000001875	\$1,254,185,704.96	1.00002	49	54
3/25	0.0672%	0.000001842	\$1,250,387,240.58	1.00002	50	55
3/26	0.0682%	0.000001868	\$1,241,576,633.45	1.00001	54	59
3/27	0.0756%	0.000002070	\$1,216,529,101.35	1.00001	56	61
3/28	0.0799%	0.000002190	\$1,215,686,760.70	1.00001	55	60
3/29	0.0799%	0.000002190	\$1,215,686,760.70	1.00001	55	60
3/30	0.0799%	0.000002190	\$1,215,686,760.70	1.00001	55	60
3/31	0.0918%	0.000002514	\$1,212,253,556.16	1.00001	54	59
Average	0.0671%	0.000001838	\$1,249,735,367.98	1.00003	50	56

TEXPOOL

Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

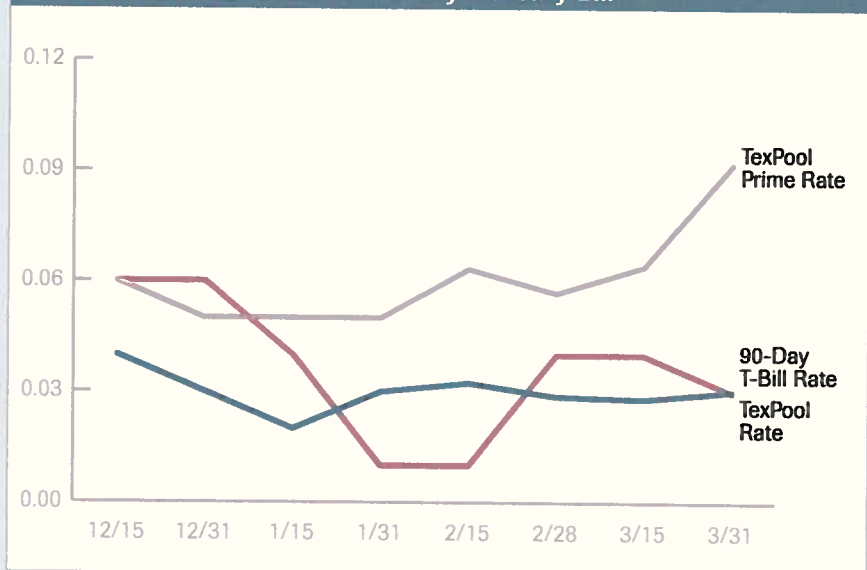
(continued from page 1)

March bonds. With an expectation that rates might actually be increasing, the portfolio strategy is not to buy the longest thing out there at this point in time. Instead, investors are keeping weighted-average-maturities relatively steady, buying more floating-rate positions and shortening the barbell. There is not much demand in that 12-month, fixed-rate sector at this point.

The impact of the Fed's overnight reverse repo facility—extended to 2015 at the earliest, continues to be helpful. The rate was at five basis points the entire month of March, although policymakers did up the ante for participants from \$5 billion to \$7 billion. We are grateful that the Fed facility is in place, particularly on month end and quarter end dates when collateral supply is often difficult to find. We are watching closely, however, the impact that the developing facility might have on our more traditional sources of investment.

So for now, we are inching closer to the time period when rates will go up. It was 2011 when they first started talking about 2015, which seemed a really long way away. But it is not anymore. It seems a little less frustrating and a little more realizable.

TexPool & TexPool Prime vs. 90-Day Treasury Bill



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Seabrook City Council Regular Meeting
Minutes of May 6, 2014
Page 1

The City Council of the City of Seabrook met in regular session on Tuesday, May 6, 2014 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL	MAYOR
ROBERT LLORENTE – Ex. Abs.	COUNCIL PLACE NO. 1
MIKE GIANGROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	COUNCIL PLACE NO. 3
DON HOLBROOK – Ex. Abs.	COUNCIL PLACE NO. 4
THOM KOLUPSKI	COUNCIL PLACE NO. 5
LAURA DAVIS	MAYOR PRO TEM & COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	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. Cub Scout Troop # 95 led the audience in the United States and Texas Pledges of Allegiance.

Mayor Royal took Items 2.1 and 2.2 out of order.

2.0 PRESENTATIONS

2.1 Certificates of Appreciation presented to parks volunteers. (Council)

Mayor Royal presented the certificates to the volunteers.

Helen Burton, Chair of the Open Space and Trails Committee thanked Dow Chemical for giving Seabrook \$8000 for trees and an irrigation system for the trees.

2.2 Administer the Oath of Office to Chief of Police Sean Wright.

Judge Webbon administered the Oath of Office to Chief Wright and recently retired Chief Nona Holomon pinned the new police chief's badge on Chief Wright.

1.0 INTERVIEW CANDIDATES FOR VARIOUS BOARDS & COMMISSIONS

1.1 Interview candidates for openings on various boards and commissions. (Council)

Council interviewed William Cody Wilson.

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3.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

Jenny Arunyon, Todville Road and a member of the Memorial Committee asked the city to provide public works and police department staff to assist in the Memorial Day Celebration. She also asked to be placed on an agenda in June to discuss this matter.

Joe Machol, Repsdorph thanked Council for working with him on this event and invited Council to participate in the event.

Terry Sones, Baywood, said that Carothers continues to be a noise nuisance. She also stated that the major problem in controlling the noise is the inability of the city to enforce the user contract provisions that prohibit noise inside if the doors are open or outside at any time.

Ernie, Joshua and Hannah Davis thanked Mayor Pro Tem Davis for her service as a councilmember, teacher and mother.

At this point Mayor Royal handed the gavel to Mayor Pro Tem Davis and asked her to conduct the remainder of the meeting.

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

Councilor Giangrosso reminded everyone of the Memorial Day celebration.

4.0 CONSENT AGENDA

4.1 Consider appointment/reappointment of Municipal Court Judge and alternate judges for terms to end June 7, 2017. Carolyn Webbon currently serves as Municipal Court Judge and Diane Clark, Dick Gregg, III and David Salinsky currently serve as alternate judges.

4.2 Consider appointment/reappointment of citizen EDC members for two-year terms to expire in May 2016. Current members are Gary Bell, Terry Chapman, Ernie Davis, Paul Dunphey and Bob Poston. (Royal)

4.3 Removed from the Consent Agenda by Councilor Kolupski.

4.4 Approve the minutes of the regular city council meeting on April 15, 2014. (Glaser)

4.5 Approve an excused absence for Robert Llorente for the April 15 and May 6, 2014 regular city council meetings. (Glaser)

Motion was made by Councilor Giangrosso and seconded by Councilor Johnson

To approve the Consent Agenda with the exception of Item 4.3.

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MOTION CARRIED BY UNANIMOUS CONSENT.

END OF CONSENT AGENDA

4.3 Consider support of a state constitutional amendment on the November 2014 ballot to provide that a portion of existing oil and gas severance taxes be dedicated to the State Highway Fund. (Royal)

Motion was made by Mayor Royal and seconded by Councilor Kolupski

To approve Agenda Item 4.3.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.0 NEW BUSINESS

5.1 Consider additional funding in an amount not to exceed \$66,000 for the Seascap I street paving and waterline improvements. (Cook)

&

5.2 Award bid for Seascap I street paving and water line improvements to low bidder Metro City Construction, L.P. for the sum of \$587,030.80. (Chairez)

At the suggestion of Mr. Weathered, Items 5.1 and 5.2 were considered together.

Mrs. Cook asked for funding in the amount of \$66,000 from reserves as the low bid had exceeded the estimated cost. She stated that most of the overage was due to the increasing cost of concrete and paving.

City Engineer, Brad Matlock stated that this is a common problem as the price of construction materials, especially cement, has increased rapidly. He stated that beginning estimates include a 20-25 percent override. The final estimate includes a 10 percent contingency. Mayor Royal, Councilor Johnson and Councilor Kolupski all expressed concern about the under estimation of recent project costs and asked that this problem be remedied.

Councilor Johnson noted that the low bidder's estimate of traffic control costs was much lower than other bidders and asked Mr. Matlock if he felt the price quoted for traffic control was sufficient. Mr. Matlock stated that the cost of traffic control compares favorably with Phases 1 and 2, the on-site inspector assists and the public has cooperated, as they are familiar with the project.

Mr. Matlock and Public Works Director Arthur Chairez stated that the low bidder's references were good and that the contractor had done previous work for the City of El Lago and for Harris County on the Red Bluff Road project. The project will start as soon as the school year ends. Substantial completion is expected after 60 days with final completion after 90 days.

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Councilor Kolupski stated that the bids need to carry a higher contingency or use a General Project Manager to prevent the city from overloads on these projects. Mr. Matlock stated to obtain estimates, he compares to other like projects within the firm and he also contacts large and small contractors.

Motion was made by Mayor Royal and seconded by Councilor Giangrosso

To approve additional funding from Reserves in an amount not to exceed \$66,000 for Bid Project No. 2014-03 and to award Bid Project No. 2014-03 to low bidder Metro City Construction, L.P. for the sum of \$587,030.80 as recommended by staff.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.3 Consider possible solutions to complaints of noise at Carothers Gardens during events. (Royal)

Mrs. Cook stated that she met with the police, public works and the city event coordinator after the most recent event causing noise. As a result of that meeting, the public works department has installed new hinges on all outside doors to make them close automatically. In addition, off-duty officers will now stay through the clean up until everyone has left the facility and grounds. She stated that these two solutions will start immediately, including those users who have already reserved the facility.

Mrs. Cook also recommended that the city require the use of deejay vendors from a city approved list. These vendors would have been made aware of the city's policies. In addition, Mrs. Cook recommended that the city require that a private event coordinator be on site during the function and cleanup to help insure city rules are met. If approved, Mrs. Cook stated that these two items would be in effect for all reservations made after approval.

Councilor Giangrosso stated that at his hotels, the staff always meets with all vendors in advance.

Councilor Johnson stated that although the automatic door closers are a help, renters can override by propping the doors open. He suggested that the police security make sure that the doors remain closed.

Motion was made by Mayor Royal and seconded by Councilor Kolupski

To accept staff's recommendations for noise control.

Motion was made by Councilor Giangrosso and seconded by Councilor Kolupski

To amend the motion to direct staff to send a letter to all users currently under contract for a future event, reminding them of the city's requirements for use of the facility.

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MOTION TO AMEND CARRIED BY UNANIMOUS CONSENT.

THE ORIGINAL MOTION AS AMENDED CARRIED BY UNANIMOUS CONSENT.

5.4 Consider first reading of proposed Ordinance No. 2014-11, "Civil Service Classification System Continuation with Changes to Positions" as approved by the Civil Service Commission on April 28, 2014. (Cook)

AN ORDINANCE CONTINUING A CIVIL SERVICE CLASSIFICATION SYSTEM CONSISTING OF CLASSES, POSITIONS, PAY GRADES AND COMPENSATION LEVELS IN THE CLASSIFIED SERVICE OF THE SEABROOK POLICE DEPARTMENT; ESTABLISHING GROSS MONTHLY BASE SALARY RATES FOR EACH CLASSIFICATION; ESTABLISHING CERTAIN BENEFITS FOR CLASSIFIED MEMBERS; PROVIDING FOR A REPEAL WITH LIMITED EXTENSION; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE, CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT AND REPLACING PREVIOUSLY ADOPTED ORDINANCE NO. 2013-21

Motion was made by Mayor Royal and seconded by Councilor Giangrosso

To approve first reading of proposed Ordinance No. 2014-11 with the reading of the caption serving as the reading of the ordinance.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.5 Consider appointments to the Ethics Review Commission and the Open Space and Trails Committee. (Glaser)

Motion was made by Mayor Royal and seconded by Councilor Kolupski

To appoint the following persons: William Cody Wilson as a regular member of the Ethics Review Commission for an unexpired term ending October 2015; Ashley Cook as an alternate member of the Ethics Review Commission for an unexpired term ending October 2015; and David Popken as a Member of the Open Space and Trails Commission with an unexpired term ending June 2015.

MOTION CARRIED BY UNANIMOUS CONSENT.

6.0 ROUTINE BUSINESS

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

At the request of members, updates were given on the following items.

Item 5. "Deleting Existing Point Overlay Sign Regulations Tabled by the P&Z Commission". Mr. Landis reported that the Commission will consider rezoning "the Point" so that it is

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separate from the current MMU zoning district. Discussion of sign regulations will take place during this review.

Item 19. "Surf Oaks Dedication." Mrs. Cook reported that document preparation is not complete, but should be ready within the next week.

Item 28. "Left Turns on SH 146." Mrs. Cook stated that she had spoken to the traffic engineer who is awaiting information from TxDOT.

Motion was made by Councilor Kolupski and seconded by Councilor Johnson

To approve the Action Items Checklist.

MOTION CARRIED BY UNANIMOUS CONSENT.

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

Councilor Johnson asked that discussion on overflow parking on the Point be placed on the next agenda. Mrs. Glaser stated that she would place discussion of a new council group photo on the next agenda. Councilmembers agreed to attend a special meeting on June 3 at 6:00 p.m. for an informational session conducted by Bond Counsel.

7.0 EXECUTIVE SESSION

At 8:28 p.m. Mayor Pro Tem Davis announced that 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 Section 551.074, Personnel Matters.

Section 551.

7.1 Conduct an Executive Session to deliberate the evaluation and duties of the City Manager. (Royal)

8.0 OPEN MEETING

At 8:54 p.m. Mayor Pro Tem Davis reconvened the meeting in open session and stated that no action had been taken in Executive Session. No action was taken in open session.

Upon motion, Mayor Pro Tem adjourned the meeting at 8:54 p.m.

Approved this 13th day of May 2014.

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Glenn R. Royal, Mayor

Michele L. Glaser, TRMC
City Secretary



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, MAY 13, 2014

Submitter/Requestor: Cook/Chairez

Date Submitted: 5/8/2014 1:40:26 PM

Presenter: Cook

Description/Subject:

Consider and approve Phase I and Phase II site locations for the extension to the hike and bike trail system. This project will be funded by the Texas Parks and Wildlife grant.

Purpose/Need: NA

Background/Issue(What prompted this need):

A member of the Open Space Committee, John Coggeshall, applied and received a Texas Parks and Wildlife grant for an extension of the hike and bike trail along the easement given as part of the Port of Houston Authority's (PHA) Memorandum of Understanding with the City of Seabrook. PHA agreed to dedicate easements for applicable portions of extensions to Seabrook's Trail System.

City staff recently received information from PHA that plans were progressing on their master plan to proceed with the construction of the rail spur and berms in the same area within the next 6-9 months. After consideration, staff recommended that the proposed trail be reconsidered in another location until the construction projects were complete for public safety purposes.

John Coggeshall has met with the Public Works Department and the Open Space Committee and designed a new location on the newly acquired property just south of the proposed site for the Public Works facility.

This new proposed plan will be resubmitted to the state and historical committees through the Texas Parks and Wildlife Department for approval of changes in location. Preliminary discussions with Parks and Wildlife have indicated that this change should not effect the funding that has been awarded.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

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

Original Site Plan for Trail Extension for Grant

Proposed Site Plan for Trail Extension for Grant 5-2014

Fiscal Impact:	Budgeted	Yes	Finance Review:	Officer
	Budget Amendment Required	Yes		
	Future/Ongoing Impact	Yes		
	Budget Dept/Line Item Number			

Funding Comments:

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Approve the site as presented in exhibit for the extension of the hike and bike trail with the grant funds that have been approved.

Agenda Language:

Consider and approve Phase I and Phase II site locations for the extension to the hike and bike trail system. This project will be funded by the Texas Parks and Wildlife grant. (Cook)

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.)

ESTIMATED TRAIL LENGTH – 1.3 MILES

BRIDGE CROSSINGS NEEDED - 3





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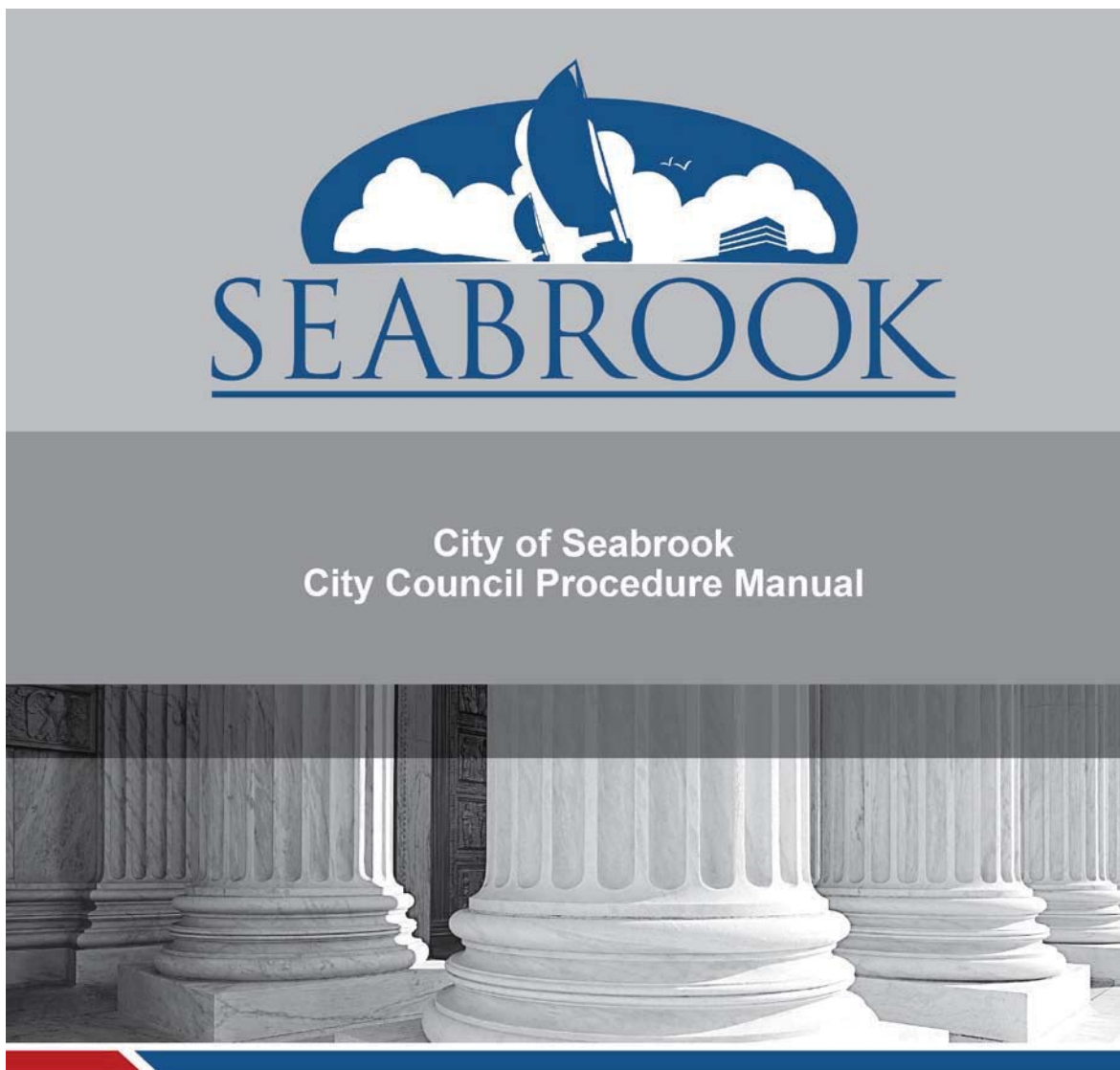


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WELCOME

Congratulations on your election to the City Council! The City of Seabrook is pleased that you are willing to serve in this important policy decision-making capacity. You are about to begin a challenging and rewarding experience.

Membership on the City Council is a satisfying and challenging experience, as well as a responsibility. Councilmembers are responsible for regularly attending all meetings, understanding the duties of their positions and consistently working and voting in a manner that will contribute to the betterment of the community as a whole. As a member of the City Council, you are part of a team. The Council has the ultimate responsibility for almost all policy decisions.

While you will find that your role requires time and effort, it also provides an opportunity for genuine public service. You will be able to help shape the future of Seabrook and to make decisions affecting every citizen's satisfaction with the City.

As a Councilmember, you are an essential part of the City's commitment to developing policies and services that reflect the needs and values of the community. In carrying out your responsibilities, you will work closely with board/commission members and staff, who all play a critical role in the City's organization.

This handbook has been prepared to make your new assignment easier by providing you with background information on the City and its government and to introduce you to your role as a Councilmember. The majority of this handbook is directed specifically to Councilmembers and discusses their specific role, operating procedures and responsibilities. (Additionally, this handbook reviews conflict of interest laws and other legal issues pertaining to Councilmembers and meetings.)

We hope you will enjoy your role as a Councilmember and that you will find that you've played an important role in shaping the future of Seabrook.

PLEASE NOTE THAT THIS PACKET IS A GENERAL OVERVIEW AND IS NOT INTENDED TO BE A CUMULATIVE OR EXHAUSTIVE LIST OF THE POLICY AND PRACTICES OF THE CITY OF SEABROOK, THE DUTIES, RESPONSIBILITIES AND OBLIGATIONS OF A COUNCILMEMBER AND/OR ALL LEGAL ISSUES RELATING TO COUNCILMEMBERS. ALSO, ALL REFERENCES TO LEGAL ISSUES AND/OR LAW ARE SUBJECT TO CHANGE AS THE RELEVANT LAW AND/OR STATUTE MAY CHANGE FROM TIME TO TIME. IF YOU HAVE ANY QUESTIONS, INCLUDING LEGAL QUESTIONS, PLEASE DIRECT THEM TO THE CITY MANAGER OR CITY SECRETARY WHO WILL ASSIST YOU OR PUT YOU IN CONTACT WITH THE CITY ATTORNEY.

TEXAS FORMS OF CITY GOVERNMENT

Types of cities: Municipalities may have one of five forms of government: home rule, special law, or Type A, B or C general law. The City of Seabrook has been governed under a Home Rule Charter since 1980. The Charter provides for a City Manager form of government.

HOME RULE CITES

Home rule cities are larger cities. Any city over 5,000 in population in which the citizens have adopted a home rule charter is a home rule city. A charter is a document that establishes a city's governmental structure and provides for the distribution of powers and duties among the various branches of government.

The legal position of home rule cities is the reverse of general law cities. Rather than looking to state law to determine what they *may* do, as general law cities must, home rule cities look to the state constitution and state statutes to determine what they may *not* do. Thus, if a proposed home rule city action has not been prohibited or pre-empted by the state, the city generally can proceed.

RESPONSIBILITIES OF PUBLIC OFFICE

Elected City officials are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this state and to carry out impartially the laws of the nation, state and municipality and thus to foster respect for all government. They are bound to discharge faithfully the duties of their office regardless of personal considerations. Recognizing that the public interest must be their primary concern, they should attend each Council meeting and diligently prepare for the issues to be undertaken.

BRANCHES OF GOVERNMENT IN SEABROOK

Like the federal government, the City of Seabrook consists of the Legislative, Municipal Management and Judicial branches of government to provide for a separation of powers and a means of checks and balances among the three branches.

Legislative Department

This branch includes the duties and functions of the Mayor, Council and City Secretary. The city secretary reports directly to the city council.

Municipal Management Department (Administrative)

This branch consists of the City Manager and those who assist him or her in carrying out the purposes, duties, and functions of the City Manager as proscribed by the Charter, by ordinance, and by law, as well as all functions that historically are performed by the executive branch of the city, including but not limited to, personnel and departmental supervision and management, finance and accounting. The duly appointed City Manager shall head this department and, in his or her absence, shall

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designate his or her temporary assistant manager. The City Manager reports directly to the City Council. All other Municipal Management employees report to the City Manager.

Judicial Department

This branch, presided over by the Municipal Court Judge, shall include all municipal court functions, according to the Charter. This department shall consist of the Municipal Court Judge, any alternate judges, all magistrates and the Municipal Clerk, chosen by the judge, according to the Charter. The Municipal Court Judge reports directly to the City Council. Alternate Judges and the Municipal Court Clerk (Administrator) report to the Municipal Court Judge.

DUTIES AND RESPONSIBILITIES OF THE CITY COUNCIL

The City Council is the governing body for the City of Seabrook and must bear responsibility for the integrity of governance.

In General

Elected City officials are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of Texas and to carry out impartially the laws of the nation, state and municipality and thus to foster respect for all government. They are bound to discharge faithfully the duties of their office regardless of personal considerations. Recognizing that the public interest must be their primary concern, they should attend each Council meeting and diligently prepare for the issues to be undertaken.

The Council shall govern the City with a commitment to preserving the values and integrity of representative local government and democracy, and the following statements will serve as a guide to that commitment:

The Council must strive for continual improvement of each member's personal knowledge and ability to serve in an atmosphere conducive to the responsible exchange of ideas.

The Council will keep the community informed on municipal affairs; encourage communication between the citizens and Council and strive for constructive relationships with neighboring communities and other governmental bodies.

The Council will recognize and address the rights and privileges of the social, cultural, and physical characteristics of the community when setting policy.

The Council will seek to improve the quality and image of public service.

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The Council will commit to improving the quality of life for the individual and the community, by being dedicated to the faithful stewardship of the public trust.

Mayoral Responsibilities

The Mayor occupies the highest elective office in the municipal government. As political head of the city, the Mayor is expected to provide the leadership necessary to keep it moving in the proper direction. In general the mayor has a number of legislative, appointive, signatory, ceremonial and administrative duties including the following:

- The Mayor shall be the presiding officer at all meetings. The Mayor Pro-Tem shall preside in the absence of the Mayor.
- The Mayor has full voting privileges on any item coming before the City Council, but does not make or second motions while serving as the presiding officer.
- The Mayor is the spokesperson for the Council on all matters unless absent, at which time a designee will assume the role.
- The Mayor shall preserve order and decorum and is responsible for keeping the meetings orderly by recognizing each Member for discussion, limiting speaking time, encouraging debate among Members, and allowing discussion only on the agenda items being considered.
- Should a conflict arise among Councilmembers, the Mayor serves as mediator and arbitrator.

Mayor Pro Tem Responsibilities

The Mayor Pro Tem is a member of the Council who performs the Mayor's duties during the Mayor's incapacity or absence. The Mayor Pro Tem is selected by a majority vote of the Council from among its own membership for a one-year term. The Mayor Pro Tem retains the right to vote on all matters before the Council while performing the duties of the Mayor. The Mayor Pro Tem does not make or second motions when serving as the presiding officer.

Councilmember Responsibilities

Councilmembers are the city's legislators. Their primary duty is policymaking, which includes identifying the needs of local residents, formulating programs to meet the changing requirements of the community, and measuring the effectiveness of ongoing municipal services. Some specific responsibilities are as follows:

- Councilmembers shall know and observe the adopted rules and procedures governing their duties and responsibilities.
- Councilmembers shall be prepared to discuss and act upon the posted agenda.

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- Councilmembers shall fully participate in council meetings and other public forums while demonstrating respect, kindness, consideration and courtesy of others.
- Councilmembers shall be respectful of other people's time and shall stay focused and act efficiently during public meetings.
- Councilmembers shall take the initiative to be informed about Council actions taken in their absence. When absent, the individual Councilmember is responsible for obtaining relevant information prior to the Council meeting when said item is to be considered.
- Councilmembers appointed to serve as liaison to another entity, shall be responsible for keeping all Councilmembers informed of significant decisions and activities of the entity
- Councilmembers shall serve as a model of leadership and civility to the community and shall inspire public confidence in city government.

CONDUCT AND ETHICS

Code of Ethics

As required by the Seabrook Charter, the City has adopted a Code of Ethics to reflect the policy of the city that the proper operation of democratic government requires that local public officials, appointees, and employees be independent, impartial and responsible only to the people of the city; that no officer, employee or member of any standing committee or board shall permit any interest, financial or otherwise, direct or indirect, or engagement in any business, transaction or professional activity to conflict with the proper discharge of his or her duties in the public interest; and that public office shall not be used for personal gain.

The Code of Ethics prevents any Councilmember from:

1. Having a financial interest direct or indirect, (including any interest by reason of ownership of stock in any corporation or other entity) in any contract with the city, or be financially interested, directly or indirectly, in the sale by the city of any land, or rights or interest in any land, materials, supplies, or services, except on behalf of the city as a local public official, appointee or employee. The financial interest contemplated under this subsection means that the local public official, appointee, or employee receives an actual financial benefit from the transaction with the city. An actual financial benefit from the transaction shall not include a financial benefit received through ownership in a corporation or other entity transacting with the city where the ownership interest is less than one percent of the total capital stock of the corporation.

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2. Accepting or soliciting any gift or favor that may reasonably tend to influence him/her in the discharge of his/her duties. The acceptance of a gift or benefit with a value less than \$50.00 and for which the acceptance of the gift is not a violation of V.T.C.A. Penal Code, § 36.01 et seq., shall not be a violation of this subsection.
3. Voting, attempting to influence or participating in the consideration of any matter before City Council if the council member has a substantial interest in such matter. The Council member is required to file an affidavit with the city secretary, prior to the meeting at which the matter is scheduled, stating the nature of extent of the interest.

City Disclosure Statement.

Council members shall, within ten working days of election, appointment or membership, complete a disclosure statement listing all interests in real property located within the city limits or the extraterritorial jurisdiction of the city, whether owned outright or under a mortgage, leased, held in trust, or that are owned, leased, or held in trust by the employee's or committee member's spouse or dependent children. This list shall include the location (street address and/or legal description), size (general dimensions), and current use of the property. Additionally, each member or employee shall disclose any of his or her ownership of stock in any company under contract to the city, when such stock ownership comprises greater than one percent of such company's total capital stock.

Council members are required to file an amended statement within 30 days of the acquisition of any additional real property interests or stock as defined above. This requirement shall apply during the term of any election, appointment or employment. Any willful violation of this section shall constitute malfeasance in office and any official or employee guilty thereof shall thereby forfeit the office or position.

It is recommended that Council members review their filed disclosure statement on at least an annual basis to insure that any changes are reported. A Disclosure Statement Form is included in the Appendix.

Additional State Disclosure Requirements

In addition to city requirements, Local Government Code Chapter 176 requires that mayors, councilmembers, city managers or administrators, and certain other city officials must file a "conflicts disclosure statement" with a city's records administrator (city secretary) within seven (7) days of becoming aware of the following situations:

1. A city officer or the officer's family member has an employment or business relationship that results in taxable income of more than \$2,500 with a person who has contracted with the city or with whom the city is considering doing business.

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2. A city officer or the officer's family member receives and accepts one or more gifts with an aggregate value of \$250 in the preceding 12 months from a person who conducts business or is being considered for business with the officer's city.

An officer who knowingly fails to file the statement commits a Class C misdemeanor, which is punishable by a fine up to \$500.

A copy of this form is included in the Appendix.

Conflicts of Interest

Pursuant to the city Charter, Section 11.09, no local public official, appointee, or employee shall have a financial interest, direct or indirect, (including any interest by reason of ownership of stock in any corporation or other entity) in any contract with the city, or be financially interested, directly or indirectly, in the sale by the city of any land, or rights or interest in any land, materials, supplies, or services, except on behalf of the city as a local public official, appointee or employee. The financial interest contemplated under this subsection means that the local public official, appointee, or employee receives an actual financial benefit from the transaction with the city. An actual financial benefit from the transaction shall not include a financial benefit received through ownership in a corporation or other entity transacting with the city where the ownership interest is less than one percent of the total capital stock of the corporation.

It shall be a violation of this section for a local public official, appointee or employee to engage in any of the conduct prohibited under the city Charter, section 11.29.

No local public official, appointee, or employee shall accept or solicit any gift or favor that might reasonably tend to influence him or her in the discharge of his or her official duties. The acceptance of a gift or benefit, the value of which is \$50.00 or less, and for which the acceptance of the gift is not a violation of V.T.C.A., Penal Code § 36.01 et seq., shall not be a violation of this subsection.

If a local public official has a substantial interest in a business entity or in real estate, and a matter involving the business entity or real estate, is pending before such official or the body of which the official is a member, the official shall not vote on, attempt to influence or otherwise participate in the consideration of the matter, and shall file an affidavit with the city secretary prior to the meeting at which the matter is scheduled, stating the nature and extent of the interest, if:

1. In the case of an interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public, or
2. In the case of an interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

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If the local public official is required to file and does file an affidavit under this article, that official shall not be required to abstain from further participation in the matter requiring such affidavit, if a majority of the members of the city entity of which the local public official is a member is composed of persons who are likewise required to file and who do file affidavits of similar interest on the same official action. Upon introduction of the agenda items, the councilmember with the conflict of interest should announce that he or she has a conflict of interest and will not participate in discussion or consideration of the agenda item. It is not necessary that the councilmember leave the meeting room. The city council must take a separate vote on any budget item specifically dedicated to a contract with a business entity in which a member of the council has a substantial interest, and the affected councilmember must abstain from that separate vote. The councilmember who has complied in abstaining in such vote under procedures set forth in this subsection may vote on a final budget only after the matter in which he or she is concerned has been resolved.

The portion of the state statutes that regulates conflicts of interest by local public officials of municipalities is V.T.C.A., Local Government Code § 171.001 et seq. It is hereby adopted as the standard of conduct for local public officials under the city code of ethics, except in the case of conflict, wherein the stricter provision shall be deemed to control.

Conflict of interest concerning ownership, employment by or membership in any business entity

Local public officials and appointees shall recuse themselves from discussion and voting in all matters involving any item on an agenda that may benefit any business entity to which the local public official or appointee has a substantial interest as defined herein or by city Charter.

Failure to comply with this section shall be cause for forfeiture of the elected or appointed position with the resultant vacancy on the council, board, commission or committee.

Compliance; procedures

Any local public official shall adhere to the following procedures regarding conflicts of interest.

1. *Filing of affidavit.* Any person required to file a conflict of interest affidavit, as set forth in this division, shall file same with the city secretary prior to any meeting at which the subject matter of the conflict is an agenda item. If it is determined by the presiding officer that a required conflict of interest affidavit has not been filed, and the meeting at which the subject matter of the conflict has been convened, a temporary recess may be taken to afford the affected person a reasonable opportunity to do so. If the person fails or refuses to file the required affidavit, he or she shall be disqualified from further participation at such meeting.

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2. *Removal from proceedings.* Any person declaring the existence of a conflict of interest shall immediately remove himself or herself from the table, dais, or other seating place of the council, board, commission or committee, as applicable, prior to and during any deliberation or voting on the matter that is the subject of the conflict. For the purposes thereof, removal shall mean the physical act of moving one's person to the public seating area of the applicable meeting place. Notwithstanding the foregoing, if a majority of the members of the council, board, commission or committee are required to file conflict of interest affidavits, participation by all members shall be permitted.

Procedures Regarding Complaints Against Members of Council

1. Complaints

- a. All complaints or allegations of a violation of this code of ethics shall be made in writing, sworn to before a notary public and filed of record with the city secretary. Such complaint shall describe in detail the act complained of and the specific sections of this code of ethics alleged to have been violated.
- b. Any complaint alleging a violation of this article by an appointee of the city or local public official must be filed with the city secretary within 90 days from the commission of the action alleged as a violation.
- c. Not later than three working days after the city secretary receives a sworn complaint, the city secretary shall acknowledge the receipt of the complaint to the complainant, and provide a copy of the complaint to the city attorney, the commission and the person complained against. Not later than ten working days after receipt of a complaint, the commission shall notify in writing the person who made the complaint and the person complained against of a date for a preliminary hearing. If the commission does not hold a preliminary hearing within 20 working days of receipt of the complaint, it shall notify the person who made the complaint of the reasons for the delay and shall subsequently give him or her the appropriate notification.

2. *Ex parte communications.* After a complaint has been filed and during the pendency of a complaint before the commission, a member of the commission may not communicate directly or indirectly with any party or person about any issue of fact or law regarding the complaint, except at a meeting of the commission.

3. *Preliminary hearing.* Proceedings for preliminary hearings shall be as follows:

- a. At the preliminary hearing, members of the commission may question the complainant and the person named in the complaint. The respondent shall have the opportunity to respond, but he or she shall not be required to attend or make any statement. The complainant and the respondent named in the complaint shall have the right of representation by counsel.

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- 530
531 b. At the conclusion of the preliminary hearing, the commission shall decide
532 whether there are reasonable grounds to believe that a violation of this
533 article has occurred, and if so it shall schedule a final hearing. If the
534 commission does not determine that there are reasonable grounds to
535 believe that a violation of this article has occurred, the complaint shall be
536 automatically dismissed.
537
538 c. The complainant, legal counsel for the commission, and the respondent
539 named in the complaint may ask the commission at a preliminary hearing
540 to request certain persons and evidence for a final hearing, if one is
541 scheduled.
542
543 4. *Final hearing.* Final hearings shall be held as follows:
544
545 a. The final hearing shall be held as expeditiously as possible following the
546 determination by the commission that there are reasonable grounds to
547 believe that a violation of this article has occurred. At the final hearing the
548 complainant (which may be the commission) and the respondent shall
549 have an opportunity to present witnesses and evidence.
550
551 b. If the commission determines that a violation has occurred, it shall state its
552 findings in writing, shall identify the particular sections of this article which
553 have been violated, and within 15 working days shall deliver a copy of the
554 findings to the complainant, if any, the person named in the complaint, the
555 city attorney and the city council. Along with its findings, the commission
556 shall recommend prosecution or if appropriate, set forth requirements to
557 be complied with in order that voluntary compliance may be had.
558
559 5. *Oaths and requests for information.* Oaths and requests for information shall be
560 made as follows:
561
562 a. If a complaint proceeds to a final hearing, the commission shall have the
563 power to compel witnesses to attend and testify, administer oaths and
564 affirmations, take evidence and request the production of books, papers,
565 records, or other evidence needed for the performance of the
566 commission's duties or exercise of its powers.
567
568 b. Statements made by all witnesses at hearings held by the commission
569 shall be made under oath.
570
571 6. *Defenses.* It shall be a defense to a complaint if the conduct complained of was
572 made in reliance on a public or written opinion of the city attorney. In such case,
573 the commission may advise the respondent in writing of the steps to be taken to
574 avoid possible future violations.
575

7. *Separate complaints.* A complaint shall name only one person as respondent. If more than one person is alleged to have committed the same offense, separate complaints shall be filed and considered by the commission.

Action by the City Council.

Upon receipt of the report of findings and recommendations from the ethics review commission, the eligible city councilmembers shall consider such report and shall determine what sanctions, if any, shall be imposed on the respondent in accordance with the following:

1. The failure of any city councilmember to comply with or who violates one or more of the standards of conduct in this article which apply to him or her shall constitute grounds for reprimand. Such reprimand shall require a two-thirds vote of the councilmembers; provided, however, that a councilmember who is the subject of the complaint under consideration shall not vote. Offenses committed in violation of the city Charter shall also be subject to additional penalties as set forth in the city Charter.
2. The failure of any other local public official (other than a city councilmember) or appointee to comply with or who violates one or more of the standards of conduct in this code of ethics shall constitute grounds for expulsion, reprimand or removal from office. Offenses committed in violation of the city Charter shall also be subject to additional penalties as set forth in the city Charter.
3. Notwithstanding anything herein to the contrary, the city council specifically reserves unto itself, the power to remove any appointee, with or without cause, in accordance with the Charter and law.

Nepotism

"Nepotism" is the award of employment or appointment on the basis of kinship. The practice is contrary to sound public policy, which is why prohibitions against nepotism are common in all states, including Texas.

The Texas nepotism statute, Chapter 573 of the Government Code, forbids the city council from hiring any person who is related to a councilmember within the second degree by affinity or within the third degree by consanguinity. Since "affinity" and "consanguinity" are the controlling factors in determining nepotism, both terms need to be clearly understood.

Affinity is kinship by marriage, as between a husband and wife, or between husband and blood relatives of the wife (or vice versa).

Consanguinity is kinship by blood, as between a mother and child or brother and sister.

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The Nepotism Chart in the Appendix is provided to better help illustrate the various levels of both affinity and consanguinity.

For more specific information regarding the Texas Nepotism Statute and what constitutes nepotism, please refer to the TML Handbook for Mayors and Councilmembers.

COUNCIL MEETINGS

Types of Meetings

Regular Meetings

Generally the first and third Tuesday of the month, beginning at 7:00 p.m., at city hall. Regular meetings may be rescheduled by a majority of council, but council shall meet at least once each month. The agenda must be posted at least 72 hours in advance of the meeting.

Special Meetings

All meetings that are not regular meetings are considered to be special meetings. Special meetings are called by the City Secretary upon request of the mayor or a majority of council. Except in unusual circumstances these meetings will be held at the city hall, at a stated time. The purpose of such meetings may be to act upon matters of an expedient nature which should not be delayed until the next regular meeting. All special meetings, except for emergency meetings must be posted at least 72 hours in advance.

(1) *A workshop or work session meeting is a type of special council meeting.* Workshop meetings are subject to call by the mayor, city manager or any councilmember at the majority will. The time, place and purpose will be stated at each instance. The purpose of such meetings shall be to discuss in depth or explore matters of interest to the city, a meeting with one of the city's appointed committees, or the council alone may wish to explore a matter in detail. Normally, no official council action will be taken at such meetings. The general public can, of course, attend such meetings if they wish, but they may not participate in the proceedings unless invited to do so. Occasionally, public hearings may be held at workshop meetings for the convenience of the public.

(2) *Emergency meetings.* An emergency meeting is also a type of special meeting which may be announced up to two hours before the meeting in accordance with law. All emergency meetings shall be called as provided in the City Charter, Section 2.10.

Agenda Procedures

Placing items on the agenda. Placing items on the agenda shall be accomplished as follows:

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- 669 (1) All agenda items, including proposed ordinances and all accompanying backup
670 material must be provided to the city secretary by 12:00 noon on the Monday of
671 the week before the regular Tuesday council meeting. All agenda items for
672 special meetings must be provided to the city secretary by noon of the
673 Wednesday of the week before the special meeting. Agenda deadlines may be
674 adjusted by the city secretary or city manager due to holiday or special
675 scheduling issues provided that notice by e-mail is given to the mayor and
676 council, department heads and the city attorney at least 72 hours in advance of
677 the revised deadline. Agenda items and backup material submitted by city staff
678 are to be submitted in the approved electronic format.
679
- 680 (2) An item may be placed on the agenda in any of the following ways:
681
- 682 a. At the request of one councilmember. Agenda items submitted by a
683 councilmember do not require approval by any other person.
 - 684 b. Where council approval is required as a result of a charter requirement,
685 code requirement or council action, such as approval of minutes, bid
686 awards, parade permits, street closing applications, zoning change
687 requests.
 - 688 c. At the request of the city manager, city secretary, city attorney or municipal
689 court judge within the scope of their duties.
 - 690 d. At the request of a department head with the approval of the city manager.
 - 691 e. At the request of a city board or commission with the approval of the city
692 manager or mayor or sponsorship of a council member.
693
- 694 (3) After the agenda deadline for regular meetings, the city manager or designee
695 will hold an agenda meeting with the city secretary and department heads to
696 review the draft agenda to ensure that all agenda items have been placed on
697 the agenda and to review agenda attachments. Following this meeting, the city
698 secretary shall send an electronic copy of the draft agenda to the city manager,
699 city attorney, city manager and mayor. Agenda meetings are not customarily
700 held before special meetings.
701
- 702 (4) Following the staff agenda meeting, the city manager, mayor, city attorney and
703 city secretary will hold an agenda meeting to review and finalize the agenda for
704 the regular meeting. The mayor may change the order of items within each
705 agenda category at this time. The city attorney may suggest alternate wording
706 of an agenda item to assure compliance with law. The city secretary shall send
707 the draft agenda to the city attorney to review any new language for special
708 council meetings.
709
- 710 (5) The electronic agenda packets for all council meetings will be available on the
711 Friday afternoon preceding the meetings. This will afford ample time for all
712 councilmembers to inquire into the nature of each matter to be discussed or to
713 personally investigate the matter so as to be better informed before a council
714 meeting.
715

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- (6) Emergency items may be added if it is posted for at least two hours before the meeting is convened. Emergency items are defined as those items which constitute an emergency or an urgent public necessity for which immediate action is required because of an imminent threat to public health or safety or a reasonably unforeseen situation, as provided by law. Conditions for adding emergency ordinances are specifically defined in the Charter, Section 2.14 and V.T.C.A., Government Code §§ 551.045 and 551.047.

- (7) Limited effect. Failure to comply with this division shall not affect the validity of any action subsequently taken.

Order of Business

The agenda for meetings of the city council shall be divided into the following categories of business. Absent direction from city council, the city secretary shall prepare the agenda in the order listed below. The council may by majority vote establish alternative order of business categories for future council meetings. The city secretary shall then prepare an amending ordinance reflecting the amended agenda order. The mayor with a majority consensus of council may suspend the rules and change the order of business at any meeting of the city council for the accommodation of citizens, visitors and guests. In addition, the city council, by majority vote shall have the right to change the order of the agenda at any meeting. The mayor shall have the right to change the order of individual agenda items within each category of business during the draft agenda review process detailed in the section entitled "Agenda Procedures."

- (1) *Interview candidates for various boards and commissions.* This time shall be used to interview applicants who apply for vacant positions on the city's boards, committees and commissions.
- (2) *Presentations.* Ceremonial matters such as awards, presentations and proclamations are included in this part of the meeting.
- (3) *Public comments and announcements.* This time shall be used to hear public comment and any announcements of interest to the public or to the council. Comments shall be limited to city business or city-related business or matters of general public interest and shall not include any personal attacks. Persons or organizations who want to make comments or presentations to the council are required to register with the city secretary, up to the time the council meeting convenes, stating name, address and subject of presentation or comment. A registration form will remain in the lobby of city hall for this purpose. Each speaker shall clearly state his or her name and address to facilitate accurate recording, of which shall become part of the written minutes. The category of "Public Comments and Announcements" shall be included on every regular and special council agenda, in accordance with the City Charter, Section 2.12 which provides that the public shall be given the opportunity to speak at every council meeting in accordance with procedures established by city council.

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The item titled "Mayor, City Council and/or members of city staff may make announcements about city/community events" shall be a standing item under Public Comments and Announcements.

- (4) *Specific public hearings.* Specific public hearings are held on all ordinances which amend the comprehensive zoning ordinance, some preliminary re-plats and such other items as are dictated by the Code or law. Each item must have been published pursuant to section 2.04 of appendix A, the comprehensive zoning ordinance, and V.T.C.A., Local Government Code § 211.007. The public shall have the opportunity to speak on each item during this portion of the meeting only. Any person or organization who wishes to speak should follow the procedures listed in subsection (3) of this section.
- (5) *Bid awards.* All awards for purchase and/or service after there has been opportunity for competitive bidding as provided for by law or ordinance are made during this portion of the meeting.
- (6) *Consent agenda.* The consent agenda may consist of items about which no controversy or need for discussion is anticipated. All consent agenda items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a councilmember, 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. Complete written explanations and documentation must be submitted to the city secretary before any item will be placed on the consent agenda by the time established for placing items on the regular agenda as stated in the section "Agenda Procedures" above. Items which may be placed in the consent agenda are as follows:
- a. Approve minutes of regular and special council meetings.
 - b. Receive written reports from individual councilmembers, city manager, city engineer, auditor or other professionals hired by the city and/or city directors. City boards/commissions may also submit minutes and written reports.
 - c. Establish specific dates for future meetings and public hearings. Alternatively, this item may be placed under "Routine Business."
 - d. Consider and approve second readings of proposed ordinances. Ordinance readings can be no closer than two weeks apart in accordance with the City Charter, article II, subsection 2.13(a) the reading aloud of the title and caption of the ordinance at each reading shall suffice as the reading of the entire ordinance, subject to the requirements of the Charter, subsection 2.13(d).
 - e. Consider and approve proposed resolutions.

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- 809
810 f. Consider and approve specifications.
811
812 g. Consider and approve expenditures and budget amendments.
813
814 h. Authorize mayor, city manager and city secretary to execute contracts.
815
816 i. Approve special permits.
817
818 j. Approve excused absences for councilmembers.
819
820 k. Approve the action items checklist. Alternatively, this item may be placed
821 under "Routine Business."
822
823 l. Routine appointments for which no discussion is necessary may be placed
824 under this category. Appointments where there are several candidates for
825 one position, or where discussion is anticipated shall be placed under "New
826 Business."
827
828 (7) *New business*. The business under this category shall be written action items
829 considered for the first time which have not been listed under the consent
830 agenda or have been deferred without discussion from the immediate prior new
831 business agenda. The first reading of any ordinance shall always be placed
832 under this item.
833
834 (8) *Old business*. All business under this category may be those written action
835 items which have not been listed under the consent agenda or which have been
836 tabled or deferred from the immediate prior agenda after having been
837 discussed.
838
839 (9) *Discussion items*. Items for discussion, not requiring formal action by council,
840 are placed in this portion of the agenda.
841
842 (10) *Routine business*. Items under this category consist of items of a routine
843 nature, not placed under any of the above categories. The item "Establish future
844 meeting dates and agenda items" shall be a standing item under routine
845 business. Approval of the "Action Items Checklist" and "Establishing specific
846 meeting dates" may be placed in "Routine Business" if not considered as part of
847 the "Consent Agenda."
848
849 (11) *Executive sessions*. The executive session shall consider items as authorized
850 by V.T.C.A., Government Code § 551.071 et seq. which includes Consultation
851 with Attorney, Real Property, Deliberation Regarding a Prospective Gift,
852 Personnel Matters and Economic Development. No action may be taken in
853 Executive Session.

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Council Meeting Procedures

These procedures shall apply to all meetings of the City Council. Pursuant to the City Charter, Section 2.04, the mayor shall be the presiding officer at all meetings of the city council and shall have a voice in all of its proceedings. Councilmembers shall speak only upon being recognized by the presiding officer whose recognition shall not be unreasonably withheld. In the event of the absence of the mayor and mayor pro tem, the mayor shall designate the presiding officer. If the mayor has failed to designate the presiding officer, the councilmember with the most seniority shall serve as presiding officer. In the event of equal seniority, the councilmember with the lowest numbered place shall preside.

Parliamentary Procedure

In regular and special meetings, Robert's Rules of Order, Newly Revised, will be followed unless otherwise noted in this section.

(1) The following commonly used procedures shall be followed:

		Debatable	Amendable	A majority vote (of those present)	Two-thirds
a.	To adjourn	No	No	Yes	No
b.	To take a recess	No	Yes	Yes	No
c.	For previous question	No	No	Yes	No
d.	Continue to time certain	Yes	Yes	Yes	No
e.	Commit, refer or recommit	Yes	Yes	Yes	No
f.	To amend	Yes	Yes	Yes	No
g.	To amend amendment	Yes	No	Yes	No
h.	To offer substitute amendment	Yes	Yes	Yes	No
i.	To amend a substitute amendment	Yes	No	Yes	No
j.	Postpone indefinitely	Yes	No	Yes	No
k.	Take under indefinitely	Yes	No	Yes	No
l.	For the original motion	No	No	Yes	No
m.	To table	No	No	Yes	No

(2) Any councilmember may call for the question on any issue, and upon seconding by another councilmember; the issue shall immediately be put to vote. This shall be done by the member calling for the previous question. Passage of the motion to address

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the previous question shall terminate debate on the motion, amendment or amend motion, and the matter shall move on immediately.

(3) The council may agree to limit debate on any business before it. That agreement may be formalized by a majority of the council on roll call vote.

(4) Any member may request a roll call vote at any time.

(5) The presiding officer shall not entertain any dilatory motions.

Decorum and Debate

(a) When a measure is presented for consideration to the council, the presiding officer shall recognize the appropriate individual to present the case. When two or more members wish to speak, the presiding officer shall name the member who is to speak first. No member of the council shall interrupt another while speaking except to make a point of order or to make a point of personal privilege. No member shall speak more than five minutes on any amendment to the question except as further provided in this rule.

(b) No member shall speak more than the time limits provided in subsection (a) of this section on any subject or amendment, and such member may use his or her time in any combination, in separate speech or comments totaling the number of minutes permitted. The mayor shall not be obligated to recognize any councilmember for a second comment on the subject or amendment until every councilmember wishing to speak has been allowed a first comment. Councilmembers shall also have the right to yield a portion of time to another member.

(c) Any member deciding to speak more than five minutes on any question or more than five minutes on any amendment to the question shall be accorded the privilege without objection or with objection and upon motion supported by two-thirds of the council.

(d) No councilmember shall be permitted to indulge in personalities, use language personally offensive, arraign motives of members, charge deliberate misrepresentation, or use language tending to hold a member of the city council up to contempt.

(e) If a member is speaking or otherwise transgressing the rules of the council, the presiding officer shall, or any councilmember may, call him or her to order in which case he or she shall immediately be quiet unless permitted to explain. The council shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he or she shall be at liberty to proceed, but not otherwise.

Citizen Participation at Meetings

- (a) All citizens attending any regular or special council meeting may be asked to sign the roster provided. Any citizen wishing to speak at a meeting shall be required to sign the roster as provided in section 2-48 above.
- (b) To maintain decorum, the mayor, at any meeting will ask the citizens present if they wish to speak for or against any item on the agenda. If so, they will be given an opportunity to do so at the proper time, when recognized by the chair.
- (c) Citizens who wish to bring up a matter not on the agenda at a meeting may do so, but only under "public comments." Comments shall be limited to city business or city-related business or matters of general public interest and shall not include any personal attacks.
- (d) Except for comments under "public comments," as a general rule, citizens may not participate in the discussions of the council at council meetings unless the agenda provides for a public hearing.
- (e) In order to maintain decorum, no person shall be permitted to enter the public portions of city hall facilities or speak for or against any item on any agenda unless that person is appropriately attired. "Appropriately attired," as used in this subsection, shall include, but not be limited to, wearing pants and a shirt or a dress or some equivalent clothing, and shoes or sandals.
- (f) Jeering, booing, cheering, clapping or otherwise vocally or audibly expressing agreement or disagreement with council or a speaker in a council meeting shall not be tolerated and if necessary, the sergeant at arms (chief of police or his or her designee) shall be asked to clear the room of the offending boisterous parties.
- (g) All cell phones and pagers are to be turned off in the council chambers or in any other room or building in which an official city meeting is held when the council or any other official body of the city is in session. Notice of this rule shall be posted at the entrance of the council chambers and at any other official meeting place. If necessary, the sergeant at arms (chief of police or his or her designee) shall be asked to clear the room of the offending parties.

PUBLICATION AND POSTING OF OFFICIAL CITY NOTICES AND ITEMS OF INTEREST

All notices of city council meetings and of any city board or commission and all bid notices shall be posted in accordance with state law. All notices required to be published in the city's official newspaper shall also be posted and published in accordance with state law. Council may direct that additional items of public interest shall also be posted on the city's bulletin board and/or in the official newspaper. Every notice, agenda, bid proposal or other item of information advertised on the city's bulletin board and/or in the city's official newspaper shall also be published on the city's

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homepage (on the internet) and the city's communication TV channel when operable. The city's internet homepage and TV channel shall be used for publication purposes when operable; however, such publication shall not be legally binding unless otherwise required by state law.

PROCEDURES FOR PASSAGE OF ORDINANCES AND RESOLUTIONS

The City Council takes official action by two means: resolutions and ordinances. Both of these play important roles in their own respective ways, and they share certain similarities. But there are distinctions between the two, and it is good to know the differences.

The distinction between an ordinance and a resolution is in subject matter, not terminology. An ordinance cannot be changed into a resolution merely by calling it a resolution, nor may the requirements for enacting an ordinance be bypassed by simply passing a resolution. An ordinance is more formal and authoritative than a resolution. An ordinance is a local law that usually regulates persons or property and usually relates to a matter of a general and permanent nature. Only ordinances can carry penalties for non-compliance.

The rules and procedures for the introduction and passage of ordinances are contained in the Seabrook Charter, Article II, Section 2.13. All ordinances, except emergency, budget, bond or election ordinances, must have two readings before council and each reading must be at least two weeks apart. Ordinances do not become effective until after passage of the second reading. In addition, any ordinance containing a penalty clause must have the caption published in the official city newspaper before it can become effective. Resolutions do not require a second reading and may be approved at the time they are introduced at a meeting. As resolutions do not have penalty clauses, publication and posting after passage is not required.

OPEN MEETINGS ACT

Every meeting of the city council must be conducted in accordance with Chapter 551 of the Government Code, commonly referred to as the Texas Open Meetings Act. The Act is based on the notion that public officials should discuss and vote on public business under public scrutiny, so that the public will have the opportunity to know what their public officials are doing. You should remember that the Act contains criminal penalties for violations of the Act. To help educate government officials on the Act's requirements, each elected or appointed member of a governmental body must take at least one hour, but not more than two hours, of training in the Open Meetings Act. The training must be completed no later than 90 days after the member takes the oath of office or assumes the responsibilities of the office.

The attorney general's office allows the requirement to be met by completing online training available at the Attorney General's web site. A certificate is available for print out immediately after the training and must be submitted to the City Secretary.

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Occasionally, the Texas Municipal League (TML) also offers onsite training for which a certificate is given upon completion. Please visit the Attorney General's web site or call TML for more information on the training.

The training needs to be conducted in coordination with the City Secretary who is responsible for certifying that all elected and appointed officials are in compliance with the requirements under Government Code Chapter 551.

For more information on the Texas Open Meetings Act, please see TML Handbook for Mayors and Councilmembers.

CITY COUNCIL MAIL PROCESS

The City Secretary's Office receives and processes the City Council's incoming mail. All mail to the Mayor and to Councilmembers is received and distributed to the mailboxes located in City Hall. Mail to the Councilmembers is not opened and reviewed unless the Councilmember so requests.

All mail addressed to the Mayor that is not marked "confidential" is opened and reviewed as to priority for response, copies needed for City staff and/or City Council, notation of upcoming events, etc. Important official letters addressed to the Mayor are copied to the Mayor and the original is kept in the official files in the City Secretary's Office in accordance to the records retention schedule.

All needed responses to letters are coordinated with the Mayor/City Manager/City Secretary.

TELEPHONE/APPOINTMENT/CALENDAR PROCESS

Telephone calls to the City's telephone number for the Mayor and City Council are received through the City Secretary's offices. If the City staff can help with the inquiry or request, it is handled by the City staff. If the party wants to speak only to the Mayor and/or City Council, the City staff takes a message and contacts the Mayor and the City Council.

Appointments for the Mayor and City Council are usually handled by direct contact with the Mayor and City Councilmembers. Appointment messages are also taken by the City staff and discussed with the Mayor and City Council and either responded to by the Mayor or the individual City Councilmember or the City staff. If the appointment is at City offices, City staff will make any special arrangements required, at the direction of the Mayor and City Councilmembers.

Notices and reminders of meetings and appointments are usually sent by Microsoft Outlook.

EMAIL GUIDELINES

E-mail has become a familiar form of communication between the public and its elected officials. It is important to remember that e-mails held by elected officials regarding their position are a form of public record and must be maintained as per the Open Records Act. When a Council member receives a personalized e-mail, the Council member should acknowledge the receipt of the e-mail by a reply e-mail. The response should be polite and careful in regard to any personal opinions expressed on the issue. If a reply is sent, the City Manager should be copied if there is any further action and/or official response needed in regard to the e-mail. All responses should be copied to the city secretary so that the email may be retained in accordance with the Open Records Act.

Each councilmember will receive a city email address. Councilmembers are advised to use the city email address for all matters pertaining to the city. Email access should only be used in an acceptable and professional manner. It is recommended that councilmembers check their email at least daily, as staff will send communications to the city email addresses.

CITY LOGO

The City of Seabrook logo and colors are key elements for establishing and maintaining the identity of the City of Seabrook. The logo must be used appropriately and consistently across all printed and on-screen applications. It is important the logo retains its intended shape, form and color. Therefore, it is imperative that no attempts be made to modify or recreate the logo under any circumstances.

The City of Seabrook Logo Guidelines were reviewed and approved by Council on February 21, 2012 and are included **in the Appendix**. A logo CD will be provided for Council members upon request.

SOCIAL MEDIA

Social media has become a popular tool for communication from Twitter to Facebook to Blogs. However, social media presents some challenges for government that aren't there for businesses or individuals. In particular, interaction between council members on a social media network could very likely result in a violation of the Open Meetings Act. As such, the following guidelines are suggested:

- Council members are encouraged NOT to post comments on any of the official City of Seabrook social media applications.
- Council members are encouraged to refrain from posting comment related to official City businesses on the social media page of another City Council member.
- Operate under the assumption that any discussion of official city business on social media networks is considered open to the public.

- Refrain from using social media during the course of a city council or open meeting.

The City of Seabrook Guidelines, Best Practices and Policy for Social Media were adopted by City Council on February 21, 2012 and are included in the Appendix.

MEDIA RELATIONS

The City of Seabrook desires to maintain consistent communication with the public through various information outlets, marketing tools, and positive media relations. To ensure city policies and programs are clearly and consistently communicated to the media, all media relations on behalf of the City of Seabrook employees are coordinated through the Director of Communications. However, given the nature of the position, Council members may at times receive interview requests directly from the media.

Council should recognize that the news media are an important link between the city and the public. Therefore Seabrook City Council must establish a professional working relationship to help maintain a well-informed and educated citizenry.

- If approached or contacted by the local media please inform the Director of Communications about your interview.
- The Mayor is the designated spokesperson representing Council and matters regarding policy decisions.
- Council members may defer media inquiries directly to the Mayor or the City Manager.
- **It is up to the discretion of the individual Council member whether or not to conduct a media interview.**
- Council members who are directly contacted by the media, must clearly identify that they speak only for themselves and not for other councilmembers or city staff.
- The City Manager is the official spokesperson for all other city related issues and may designate management staff to speak on his/her behalf.

Remember to...

1. Call the Director of Communications.
2. Prepare for an interview. You don't have to talk to the media at the very moment someone calls you or puts a camera into your face. It is okay to say, "I am not able to talk at this moment, but let's set up a time to talk about this."
3. Keep your answers short and simple. The average sound bite is 5 to 15 seconds. In most cases, that is what will be used on radio and TV. Even print reporters use one or two sentence quotes.
4. Focus on 2 to 3 talking points. Know the subject of an interview in advance and why the reporter wants to interview you. Know the main points that YOU want to communicate. Continually reinforce these points during the interview by bridging the conversation back to your main points.
5. Tell the truth.

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6. Listen to the reporter's question before responding.
7. Pause and think before you answer.
8. It is best to say, "I don't know" when you don't know. Then follow by saying you will find out.
9. Check your appearance.
10. Pay attention to news deadlines by quickly responding to media requests.

Also be sure you never...

1. Don't lie – EVER!
2. Do not go "off the record". While many members of the media have high levels of integrity and ethics, do not trust them to keep their word. One bad experience can be catastrophic. Remember words that are not said, cannot be quoted.
3. Do not say "no comment", but be sure to say something. Instead say something like... "I am not able to comment on a pending lawsuit".
4. Don't say anything you wouldn't want on the Evening News or Page 1. Comments can be taken out of context and cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking to the media.
5. Don't speculate, offer personal opinions, or speak beyond your expertise. Questions about third parties should be referred to the third party. Beware of questions that begin with "What if..."
6. Don't use jargon.
7. Don't play favorites.
8. Don't ignore media calls.
9. Don't become angry or provoked. Always be polite and remain calm. Council members should remember that they represent the city and should conduct themselves accordingly. Even if a reporter is hostile, remain calm and in control.
10. Do not disclose confidential information. Refer questions about confidential information to the City Manager. Examples include medical records, certain personnel records, pending employee discipline, actual proceedings of City Council executive sessions, pending litigation, legal opinions, certain law enforcement records, and matters relating to internal and external security measures.

News Releases

All City press releases should be routed through the Director of Communications for distribution. The director is responsible for maintaining an accurate contact list for all local media outlets that may cover Seabrook.

In order to ensure all media outlets are treated fairly, news releases should be submitted to the Director of Communications for review and distribution. When submitting press releases, please pay attention to news deadlines. Ideally all information should be submitted one week prior to release.

NOTE: If a Council member wishes to send information directly to the media, the information must be presented as coming from the individual council member

rather than from the City of Seabrook. Council members may not use the City's logo when sending a press release directly to the media.

TECHNOLOGY AND CITY EQUIPMENT USE

City Council members may be issued computers and computer related equipment, and other pieces of equipment to enable them to better serve the citizens of Seabrook. Council members are responsible for items formally issued to them by the City. All council members will also be assigned an identification badge that serves as a card key to enter city hall. The mayor may also be issued a mobile phone to use in the performance of his/her duties.

City issued card keys, telephones, computers and computer related equipment will be assigned to individuals for use when holding office. At the time of issuance, Council members may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment. The City Secretary will work with the IT Director to assign and/or collect this equipment at the time a councilmember leaves office.

Council members should notify the City Secretary immediately if any equipment is lost or appears to be damaged, defective, or is in need of repair. The City Manager will refer the issue to the responsible individual for appropriate action.

Acceptable Uses

Acceptable uses of city equipment are limited to those activities that support reference, research, internal/external communication and conducting City business in line with the user's job responsibilities. Users must understand that use of any City-provided, publicly accessible computer network such as the Internet and email is a privilege. Information that is created and/or distributed on the City's electronic communication system is considered a public record and must adhere to the guidelines set forth in the Public Information Act and any other stipulations set forth. The City is not responsible for personal communications sent on its electronic communications systems.

Unacceptable Uses of Electronic Communications Systems

1. Displaying, downloading or distributing messages or material that are sexually explicit, profane, obscene, harassing, offensive or unprofessional or with derogatory, inflammatory or otherwise unwelcome remarks or content regarding race, religion, color, sex, national origin, age, disability, physical attributes or sexual preferences.
2. Using the systems for financial gain or any commercial activity unrelated to city business.
3. Using for systems to campaign for office.
4. Using the systems in such a manner as to create a security breach.

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5. Copying or downloading any commercial software without authorization of the IT Director.
6. Using the systems for any illegal purpose or in a manner that is contrary to the city's best interest.

BUDGET PROCESS

The City of Seabrook's fiscal year starts on October 1 and ends on September 30 of the following calendar year. At least 60 days before the end of the fiscal year, the city manager must present a budget and accompanying budget message for the upcoming budget. The proposed budget will also contain a budget calendar that shows the order of actions needed to approve a budget and accompanying tax rate. Council will then review the budget and may make changes. Budget review is usually done in a series of budget work sessions. The new budget must be approved by Council no later than September 27 of the preceding budget year. The budget process is explained in greater detail by the Director of Finance at the time the budget review process begins. The Seabrook City Charter, Article V. contains information about the budget process.

TRAVEL POLICY

The city will reimburse Councilmembers for travel that has been budgeted in accordance with the city's Travel Policy which has been **included in the Appendix**. Completed travel advance and expense forms shall be given to the city secretary who will process the claim with the finance department.

Normally the city secretary will make all necessary reservations for fees, travel and hotel after consulting with the council member to determine dates, times and other information about the requested trip. If a council member wishes to make his/her own reservations, s/he is asked to notify the city secretary so that duplicate reservations are not made. Councilmembers shall notify the City Secretary's office as far in advance as possible to provide greatest flexibility in obtaining advantageous airfares, lodging rates and registration fees.

If a Councilmember is unable to attend a scheduled trip, he or she should notify the City Secretary's office as soon as possible to ensure that notification can be made to airlines or hotels for allowable reimbursement of deposits in a timely manner so that additional costs are not incurred. Whenever possible, the City Secretary shall contact the remaining Councilmembers to see if anyone would like to attend.

A Councilmember may be responsible for non-refundable costs incurred by the City if cancellation is not due to an emergency.

STIPEND FOR EXPENSES

Councilmembers may apply for reimbursement of expenses related to their positions that are not specifically budgeted. Items may include local meetings, training and mileage incurred as part of a council member's duties. A maximum amount for reimbursement per member is established by Council for each budget year. Currently

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the maximum annual amount is \$2,400 for the mayor and \$1,800 for each council member. Allowed expenses will be reimbursed up to the maximum allocated amount upon proper documentation of the expenditure. Each member is encouraged to submit an expense report on a monthly basis. Expense reports must be submitted at least once every quarter for any incurred expenses. Money allotted but not spent cannot be carried over to the next budget year. Any mayor or council member, who due to term limits, will not serve for a complete budget year, will be allocated a pro rata portion based on the expected months in service. New council members elected in May will also be allocated a pro rata portion for the first year based on the expected months in service. A sample expense form is included in the Appendix.

COUNCILMEMBER TRAINING AND PROFESSIONAL DEVELOPMENT

Councilmembers are encouraged to attend training events, as found beneficial to performance of their elective duties, subject to the availability of funds as appropriated in the annual budget. Budget funds are usually made available for each new Council - member to attend the orientation for new Councilmembers offered by the Texas Municipal League each summer. Councilmembers are encouraged to visit the TML website at www.tml.org periodically to get information about on site and online training opportunities. Training that is not budgeted may be funded by each Councilmembers' annual expense stipend as explained above.

Council Orientation:

The City Manager and City Secretary will, in a timely manner, provide appropriate orientation services for new Councilmembers. Such services shall include, but not be limited to, the following:

- Availability of Texas Municipal League conferences and seminars.
- An individual meeting with new Members informing them about City facilities and procedures.
- Printed documents and resource materials necessary to the performance of the office of the councilmember.

COUNCIL - STAFF RELATIONS

The City Manager is the primary link between the Mayor/Council and the professional staff. The Council's relationship with the staff shall be through the City Manager except for the City Secretary, City Attorney and Municipal Court Judge who are appointed by and who report directly to the City Council.

Questions to Staff

Questions of city staff and/or requests for additional background information should be directed only to the City Manager, City Attorney, City Secretary, or Department Directors unless those persons recommend direct contact with a non-supervisory employee for informational purposes only. The City Manager's Office should be

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copied on any request. Materials supplied to a Council member in response to a request will be made available to all members of the Council so that all have equal access to information.

The rules and procedures governing Council right of inquiry shall apply only to the administrative staff reporting directly or indirectly to the City Manager and shall not be in any way construed to limit the right of Council to direct access, either verbal or written, with the City Manager, City Secretary, City Attorney, or Municipal Court Judge unless otherwise specifically provided herein.

Directives to Staff

Requests for follow-up or directives to staff should be made only through the City Manager or the City Secretary, Municipal Court Judge or City Attorney as applicable. When in doubt about what staff contact is appropriate, Council members should ask the City Manager for assistance. Materials supplied to a Council member in response to a request will be made available to all members of the Council so that all have equal access to information. Council members must not attempt to influence City staff in the performance of their duties. The City Charter, Section 4.01 (d) also addresses the role of the City Council in regard to administrative functions.

Presentations to Council:

The City Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Council. Presentation should be professional, timely, and allow for discussion of options for resolving the issue. Staff shall make it clear that no Council action is required, present the staff recommendation, or present the specific options for Council consideration.

Problem Resolution:

If the City Manager or staff time is being dominated or misdirected by a Councilmember or in any conflict arising between staff and Council, the City Manager shall:

1. Visit with the Councilmember and discuss the problem and/or impact on City Manager or staff time;
2. If unresolved, ask the Mayor to arbitrate a resolution to the issue;
3. If still unresolved, ask the Mayor to present the concerns to the Council.

BOARDS AND COMMISSIONS

The City Council appoints citizens to serve on several standing boards and commissions. They are:

- Board of Adjustment (Duties defined by charter and state law)
- Economic Development Corporation (Duties defined by bylaws and state law)
- Ethics Review Commission (Duties defined by charter and Seabrook Code)

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- Planning and Zoning Commission (Duties defined by charter, Seabrook Code and state law)
- Open Space and Trails Committee. (Duties defined by resolution)

In addition, the Charter provides that a Charter Commission and Master Plan Review Commission, consisting of seven members each, shall be appointed by Council every five years for a six-month term to review the charter and master plan as applicable.

Members of the Civil Service Commission are appointed by the City Manager, subject to ratification by the City Council.

Staff support personnel are appointed by the City Manager/City Secretary to assist boards in furthering their mission.

COUNCIL LIAISONS AND REPRESENTATIVES

The Council appoints a Mayor Pro Tem, a Council Economic Development Corporation member and liaisons/members to other local organizations such as the Clear Lake Emergency Management Corporation (CLEMC), Bay Area Transportation Project (BAYTRAN) and Bay Area Houston Economic Project (BAHEP). Appointments are for one-year terms and are made no later than the second meeting in June each year. Council members may volunteer for a particular position that is then confirmed by a majority vote of Council. It is recommended that each councilmember volunteer for at least one position.

CITY DIRECTORY

A city directory listing the names and contact information for councilmembers, staff, city consultants and city boards and commissions is distributed to each councilmember. The directory also contains contact information for neighboring cities, governmental agencies and organizations in which the city is a member. This directory is periodically updated.

TEXAS PUBLIC INFORMATION ACT

Texas Government Code, Chapter 552, known as the Texas Public Information Act, requires that most City records, including those in the possession of Councilmembers, be open to the public for inspection.

"Public records" are broadly defined under the act to include "the portion of all documents, writings, letters, memoranda, or other written materials which contain public information." "Public information" includes "all information collected, assembled, or maintained by or for governmental bodies pursuant to law or ordinance or in connection with the transaction of official business."

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Certain information is specifically excluded from the requirements of the Texas Public Information Act. While the list of exempt materials is too long to recite here, it includes such items as certain personnel records, information that would, if released, give an advantage to bidders, documents protected because of attorney-client relationships, and documents related to pending or ongoing litigation.

Despite the narrow exemptions established in the law, its effect is to require that most of the written and electronic material used or produced by Councilmembers be made available upon request, to the news media and other members of the public. If it is felt that certain records are exempt from the requirements of the law, and there has been no previous determination that particular types of records are exempt, the City official must request an opinion from the Attorney General no later than the 10th business day after the date of receiving the written request.

If an Attorney General's opinion is requested, and the opinion subsequently holds that the information is public the City must release the material unless it files suit to challenge the Attorney General's determination. The appeal must be filed in Travis County within 10 days of the Attorney General's opinion.

The City of Seabrook has designated the City Secretary as the Public Information Officer in regards to the Public Information Act and therefore all training requirements discussed under Chapter 552 of the Government Code are satisfied. All request made under the Public Information Act shall be directed to the City Secretary, except that requests for information in the police department or municipal court shall be directed to those departments.

For more information regarding the Public Information Act, please refer to the TML Handbook for Mayors and Councilmembers.

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.	Tabled on 12/3/13 for re-evaluation in six months.
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 recommends future discussion/consideration be deferred until the waterfront improvements are complete.
19	OPEN/IN WORK	8/20/2013			City Manager			4.5	Coordinate and lead project to attempt to have Surf Oaks Drive dedicated to allow Precinct 2 to repave.	On 3/18/14 City Mgr reported that survey is complete and surveyor will meet with residents to review survey.
23	OPEN/IN WORK	12/3/2013			Mayor/ City Mgr.			5.1	Provide periodic updates on TxDOT's progress to improve/widen SH 146.	Last update on 4/15/14.
25	OPEN/IN WORK	1/21/2014			Council			5.1	Appointments to Charter Review & Master Plan Review Commission in 07/14.	Reminder to Council to begin looking for candidates.
28	OPEN/IN WORK	1/21/2014			City Manager & TxDOT			4.3	Determine if Option 1 is enforceable concerning left hand turns on SH 146 and write a letter to TxDOT asking for assistance in funding.	Option 2 selected as Option 1 not enforceable. On 3/4/14 Ms. Cook reported that TxDOT did not like Option 2 (delineators) due to maintenance costs; TxDOT considering whether to install curbs to prevent left turns.

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Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 Open Space & Trails	2	3 Keels & Wheels
4 Keels & Wheels	5	6 Council	7	8 EDC	9	10 City Election Cancelled
11	12	13 Council Mtg New members take office	14	15 P&Z HCMCA	16	17 Spring Marsh Mania Pine Gully Park 8:30 a.m. to 1:00 p.m.
18	19	20 Citizens in Space 5/20 To 5/23	21	22 Hurricane Workshop 7 pm	23 Citizens in Space Ends	24
25	26 City Hall Closed Bay Area Veterans Memorial Day Ser- vice 10 am—12 noon	27 Harris Co. primary runoff	28	29 CERT Disaster Drill 6:30 pm	30	31

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Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 6 pm bonds work session 7:00 pm regular council meeting	4	5 Open Space & Trails 5 pm	6	7
8	9	10	11	12 EDC 7 pm.	13	14
15	16	17 Council meeting 7 pm	18	19 P&Z 7 pm	20	21
22	23	24	25	26	27	28
29	30					