

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, NOVEMBER 18, 2014 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY NOVEMBER 18, 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 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.

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

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

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

 ATTACHMENT 1

- 2.1 Consider approval of second and final reading of Ordinance No. 2014-27, "Appropriation for Lakeside Drive Lift Station Repair." (Chairez)

AN ORDINANCE AUTHORIZING AN APPROPRIATION IN AN AMOUNT NOT TO EXCEED \$400,000 FOR THE REPAIR AND EMERGENCY BYPASS SYSTEM TO THE NETWORK OF MANHOLE CONNECTIONS AT THE LIFT STATION AT 1904 LAKESIDE DRIVE; AND REPLACING EMERGENCY ORDINANCE NO. 2014-26 APPROVED ON OCTOBER 21, 2014

 ATTACHMENT 2

- 2.2 Approve/ratify the contract for Emergency Lift Station Repair with Boyer, Inc., Houston. (Weathered)

 ATTACHMENT 3

- 2.3 Approve the October 2014 Building Reports. (Landis)

 ATTACHMENT 4

- 2.4 Approve the October 2014 Public Safety Report. (Wright)

 ATTACHMENT 5

- 2.5 Approve the November 4, 2014 minutes of the regular City Council meeting. (Glaser)

END OF CONSENT AGENDA

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

 ATTACHMENT 6

- 3.1 Consider approval of Resolution No. 2014-11, "Canvass of the November 4, 2014 Special Bond Election. (Glaser)

A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION HELD ON NOVEMBER 4, 2014; AND OTHER MATTERS IN CONNECTION THEREWITH

 ATTACHMENT 7

- 3.2 Approve a contract with Waste Management for garbage/trash collection and recycling effective January 1, 2015 for three years with a possible three year extension. Waste Management has requested an approximate 5.5 percent increase in monthly residential rates, a reduction in the number of holidays on which no pickup is offered from six days to three days annually and increases to commercial dumpster rates. (Cook)

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

 ATTACHMENT 8

- 4.1 Review periodic update of the Strategic Plan. (Cook)

 ATTACHMENT 9

- 4.2 Approve the Action Items Checklist which is attached and made a part of this

agenda. (Council)

 ATTACHMENT 10

- 4.3 Establish future meeting dates and agenda items, including finalizing dates for November and December Council meetings. (Council)

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

CERTIFICATE

I certify that this notice was posted on the bulletin board on or before Friday, November 14, 2014 and that this notice will remain posted until the meeting has ended.

Michele L. Glaser, TRMC
City Secretary

ORDINANCE NO. 2014-27
APPROPRIATION FOR LAKESIDE DRIVE LIFT STATION REPAIR

AN ORDINANCE AUTHORIZING AN APPROPRIATION IN AN AMOUNT NOT TO EXCEED \$400,000 FOR THE REPAIR AND EMERGENCY BYPASS SYSTEM TO THE NETWORK OF MANHOLE CONNECTIONS AT THE LIFT STATION AT 1904 LAKESIDE DRIVE; AND REPLACING EMERGENCY ORDINANCE NO. 2014-26 APPROVED ON OCTOBER 21, 2014

WHEREAS, Section 2.14 of the City Charter provides for the adoption of emergency ordinances to meet public emergencies affecting life, health, property or public peace; and

WHEREAS, Section 5.05 of the City Charter provides for emergency appropriations to be adopted by ordinance with a favorable vote of five or more council members; and

WHEREAS, a repair and emergency bypass system was needed to the network of manhole connections at the lift station located at 1904 Lakeside Drive; and

WHEREAS, City Council determined that the need for such immediate repair was an emergency affecting the life, health, property and/ or public peace and so approved the passage of Emergency Ordinance No. 2014-26 on October 21, 2014 by five or more council members; and

WHEREAS, the Seabrook Charter, Article II, Section 2.14 provides that emergency ordinances shall be automatically repealed as of the 61st day following the day on which the emergency ordinance became effective, but this shall not prevent the reenactment of a regular ordinance; now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEABROOK, STATE OF TEXAS:

Section 1. Findings of fact.

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

Section 2. Appropriation.

An appropriation in an amount not to exceed \$400,000 for the repair and emergency bypass system to the network of manhole connections at the lift station located at 1904 Lakeside Drive is hereby approved.

Section 3. Effective Date.

This ordinance shall be effective immediately upon passage.

Ordinance No. 2014-27
Appropriation Repair of Lakeside Lift Station
Page 2

Section 4. Severability.

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

AND IT IS SO ORDERED.

APPROVED on first reading on the 4th day of November 2014.

APPROVED and ADOPTED on second and final reading of the 18th day of November 2014.

By: _____
Glenn R. Royal, Mayor

ATTEST:

By: _____
Michele L. Glaser, TRMC
City Secretary

APPROVED AS TO FORM:

By: _____
Steven L. Weathered
City Attorney

City of Seabrook
Lakeside Lift Station Emergency Repairs

AGREEMENT

Section 00500

AGREEMENT

THIS AGREEMENT is dated as of 11/3, 2014, by and between City of Seabrook (hereinafter called OWNER) and Boyer, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The work is generally described as follows:

"Lakeside Lift Station Emergency Repairs"

Article 2. ENGINEER

Cobb Fendley & Associates, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES

- 3.1 The Work will be substantially completed within 45 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Times commence to run.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred and no/100 dollars (\$ 500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred and no/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

City of Seabrook

Lakeside Lift Station Emergency Repairs

AGREEMENT

Article 4. CONTRACT PRICE

The OWNER shall pay to the CONTRACTOR in current funds on the basis of cost-plus for all work performed, where such payments are to be subject to the General and Special Conditions of the Contract. The total amount awarded is **not to exceed \$400,000.00.**

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the last day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to 95% of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions. Payment will not be made for materials on site but not construction in place.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract

City of Seabrook

Lakeside Lift Station Emergency Repairs

AGREEMENT

Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect costs, progress, performance or furnishing the Work.

- 7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions provided in paragraph 4.02 of the General Conditions, and accepts the determination of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTS in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions. .
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.7 Under Section 231.006, Family code, the CONTRACTOR certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Article 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement (pages 00500-1 to 00500-5, inclusive).
- 8.2 Performance and Payment Bonds
- 8.3 Notice of Award
- 8.4 General Conditions (pages 00700-0 thru 00700-62, inclusive) and
- 8.5 Specifications: N/A.
- 8.6 CONTRACTOR'S Proposal.
- 8.7 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.8 Certificate of Insurance.
- 8.9 Reference Drawings & Reports: "NASA Road 1 Lift Station Sheet 8 & 14 of 18" and Geotechnical Study "NASA Road 1 Sanitary Sewer Trunkline – Seabrook, Texas"
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, officers, directors, shareholders,

City of Seabrook

Lakeside Lift Station Emergency Repairs

AGREEMENT

successors, assigns and legal representatives to the other party hereto, its partners, officers, directors, shareholders, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on 11/3, 2014 (which is the Effective Date of the Agreement).

OWNER

CONTRACTOR:

CITY OF SEABROOK

Boyer, Inc.

By: John R. Royce

By: Mark L. Boyer

Title: President

Mark L. Boyer

Attest: Michelle Z. Glaser

Attest: Lyda Boyer

Lyda Boyer

Address for giving notice:

Address for giving notice:

1700 First Street

8904 Fairbanks N. Houston Road

Seabrook, Texas 77586

Houston, Texas 77064

Agent for service of process:

Southern American Insurance Agency Co.

Kenneth L. Meyer 281 890-9294

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

END OF SECTION



CITY OF SEABROOK

Date of Meeting: November 18, 2014

Submitter/Requestor: Sean Landis

Presenter: Sean Landis

Description/Subject: Monthly Building Department Report for October 2014.

Purpose/Need: Policy Issue ☐ Administrative Issue ☐

Background/Issue (What prompted this need?): - None

Impacted Parties (Expected/Notified): Council, staff & citizens - None

Miscellaneous Comments:

In the month of October, there were two (2) new residential permit issued totaling \$500,000.00. No new commercial permits were issued in October.

Attachments:

- Monthly Permitting report page for October
- 2014-2015 Year to Date report
- Code Enforcement and Building Inspection report for October
- Fire Marshal inspection report for October.

Fiscal Impact: Budgeted ☐ Yes ☐ No

Finance Officer Review:

Budget Amendment Required ☐ Yes ☐ No

Future/Ongoing Impact ☐ Yes ☐ No

Budget Dept/Line Item Number

Funding Comments: none

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

Agenda Briefing Form
Page 2

Suggested Motion: none required

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.

Building Department Statistics SEPTEMBER 2014

PERMIT TYPES	# ISSUED	VALUATION	FEE PAID
New Residential	2	\$500,000.00	\$2,730.00
Building Additions	15	\$115,171.81	\$1,650.00
Swimming Pools	0	\$0.00	\$0.00
New Commercial	0	\$0.00	\$0.00
Commercial Additions	2	\$81,550.00	\$380.00
New City	0	\$0.00	\$0.00
City Additions	0	\$0.00	\$0.00
Electrical	12	\$78,198.00	\$905.00
Fill	0	\$0.00	\$0.00
Irrigation	1	\$11,000.00	\$272.50
Mechanical	14	\$164,948.05	\$2,239.00
Plumbing	17	\$177,785.00	\$1,247.50
Sign	1	\$22,126.30	\$217.50
Demolition	0	\$0.00	\$0.00
Fire Alarm/Sprinkler	2	\$22,500.00	\$262.50
Miscellaneous	1	\$5,194.28	\$90.00
TOTALS	67	\$1,178,473.44	\$9,994.00

	#	Water Impact Fees	#	Sewer Impact Fees		#	Water Impact Fees	#	Sewer Impact Fees	
October	2	\$ 3,567.12	2	\$ 8,078.10	April					
November					May					
December					June					
January					July					
February					August					
March					September					
					V-T-D Total	2		\$3,567.12	2	\$8,078.10
					Water Impact					Sewer Impact

Code Enforcement Update for October 2014

- **Building Inspections Completed**

- August: 257
- September: 122
- October: 185

- **Open Code Enforcement Cases:**

- August: 288
- September: 254
- October: 232

- **Code Enforcement Abatement Liens Filed during budget year 2013 - 2014:**

- December: (4) Liens: Mowing & debris removal \$1,371.00
- May: (8) Liens: mowing & debris removal \$2,340.77
- July: (3) Liens: mowing & debris removal \$ 860.95
- August(4) Liens: mowing & debris removal \$1,124.38

- **Code Enforcement Abatement Liens Paid during budget year 2013 - 2014:**

- December: (1) Lien: mowing & Debris Removal \$ 496.87
- January: (8) Liens: Mowing & debris removal \$2,806.12
- April: (7) Liens, Mowing & Debris removal, Demo \$7,388.39
- June: (7) Liens, mowing & debris removal \$2,040.51
- August (1) Lien: Mowing & debris removal \$ 274.00

Fire Inspector Report for October 2014

New (or annual) Inspections	20
Re-inspections (follow-ups)	6
Consultations	14
Plan Reviews	3
Investigations	0
Total Inspections	43
Outstanding Inspections	38

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {10/01/2014} And
{10/31/2014}NASA2301 AER Supply
 2301 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/17/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

MOSKOWITZ110 Able Plumbing
 1105 Moskowitz ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/17/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2900#260 Asian Arts and Health
 2900 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/31/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
10/10/2014		820 CONSULTATION - Fire Protection	0.00	
10/15/2014		830 CONSULTATION - Building	0.00	
Total Activities for Occupancy: 2			0.00	

Seabrook Volunteer Fire Department**Inspections by Occupancy****Date Completed Between {10/01/2014} And
{10/31/2014}****VACA09 Blue Palms
 2320 Nasa Pkwy
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/10/2014		250 INSPECTION - Permit	0.00	
10/17/2014		821 CONSULTATION - Fire Alarm	0.00	
10/31/2014		121 PLAN REVIEW - Fire Alarm	0.00	
Total Activities for Occupancy: 3			0.00	

**REPSDORPH194 Bosone Automotive
 1940 Repsdorph
 PO Box 7
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/03/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

**NASA3222 Cameron Sails
 3222 Nasa Pkwy
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/17/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

**NASA2321 Coastline Marine
 2321 Nasa Pkwy
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/03/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department**Inspections by Occupancy****Date Completed Between {10/01/2014} And
{10/31/2014}****NASA3101 Endeavour Marina
3101 Nasa Pkwy
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/03/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

**1717SECOND Fatty's
1717 2nd (Second) ST
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/10/2014		870 CONSULTATION - Assembly	0.00	
Total Activities for Occupancy: 1			0.00	

**240001 Gulf Winds Storage II
5801 Highway 146 (Seabrook) HWY
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/09/2014		821 CONSULTATION - Fire Alarm	0.00	
10/10/2014		122 PLAN REVIEW - Sprinkler System	0.00	
10/15/2014		822 CONSULTATION - Sprinkler System	0.00	
Total Activities for Occupancy: 3			0.00	

**NASA3709 Hansen Travel
3709 Nasa Pkwy
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/17/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department**Inspections by Occupancy****Date Completed Between {10/01/2014} And
{10/31/2014}****KOAS01 KOA Sailing
2321 Nasa Pkwy
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/03/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

**NASA3636 La Quinta Inn
3636 Nasa Pkwy
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/10/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
10/10/2014		122 PLAN REVIEW - Sprinkler System	0.00	
10/17/2014	00:00	220 INSPECTION - Fire Protection	0.00	
Total Activities for Occupancy: 2			0.00	

**NASA2301B Lakewood Yacht Service
2301 Nasa Pkwy
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/17/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department**Inspections by Occupancy****Date Completed Between {10/01/2014} And
{10/31/2014}****CHUR01 Living Word Church
 2900 Nasa Pkwy
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/02/2014		822 CONSULTATION - Sprinkler System	0.00	
10/27/2014		820 CONSULTATION - Fire Protection	0.00	
10/31/2014		222 INSPECTION - Sprinkler System	0.00	
Total Activities for Occupancy: 3			0.00	

**SECOND1305 Melind's La Petit Boutique
 1305 2nd (Second) ST
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/03/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

**NASA2338 Moody National Bank
 2338 Nasa Pkwy
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/17/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

**BAYPORT2010 RDC Rustic Furniture
 2010 Bayport Blvd (SH 146)
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/31/2014		201 INSPECTION - Final	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department**Inspections by Occupancy****Date Completed Between {10/01/2014} And
{10/31/2014}****REPSDORPH255 Regatta Bay Apartments
2555 Repsdorph
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/03/2014		205 INSPECTION - Follow Up	0.00	
10/31/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			0.00	

**MARVINCIR190 Seabrook Machine
1901 Marvin CIR
(PO BOX 543 Kemah TX 77565)
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/10/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
10/03/2014		201 INSPECTION - Final	0.00	
10/10/2014		810 CONSULTATION - Site	0.00	
Total Activities for Occupancy: 2			0.00	

**TODVILLE1010 Seabrook Sailing Club
1010 Todville RD
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/09/2014		820 CONSULTATION - Fire Protection	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department**Inspections by Occupancy****Date Completed Between {10/01/2014} And
{10/31/2014}****NMEYER913 Seabrook Visitors Center
913 N Meyer RD
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/03/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

**NASA2000 TASC
2000 Nasa Pkwy
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/03/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

**NASA3101 The Admiral on Clear Lake
3101#210 Nasa Pkwy
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/03/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

**FIFTH1320C The Barbi Shop
1320C 5th (Fifth) ST
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/03/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

**BAYPORT2004 Tigers Den
2004 Bayport Blvd (SH 146)
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/31/2014	15:19			

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {10/01/2014} And
{10/31/2014}BAYPORT2004 Tigers Den
2004 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/31/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

TIRE01 Tires By Design
2801 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/17/2014		822 CONSULTATION - Sprinkler System	0.00	
Total Activities for Occupancy: 1			0.00	

TOWE01 Towers at Seabrook
Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/13/2014		890 CONSULTATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3324 Valero
3324 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/17/2014		123 Ansul System	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2929 Wells Fargo Bank
2929 Nasa Pkwy
Seabrook, TX 77586

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

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {10/01/2014} And
{10/31/2014}

NASA2929 Wells Fargo Bank
2929 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/17/2014	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Grand Total Activities: 43

Grand Totals: 0.00 0.00



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: November 18

Submitter/Requestor: Chief Wright

Date Submitted: Nov. 10, 2014

Presenter: N/A

Description/Subject: *Monthly Public Safety Statistics Report October 2014*

Purpose/Need: Policy Issue ☐ Administrative Issue ☒ X: The public safety agencies will show activity through the statistical data monthly.

Background/Issue:

Mayor and City Council request a monthly report for the activity of the public safety agencies for the city. The reports are created by the individual agencies and submitted by the Chief of Police.

Impacted Parties (Expected/Notified):

Miscellaneous Comments:

Recommended Action:

Attachments:

Police Department Report, Fire Department Report, CLEMC Report

Fiscal Impact: Budgeted ☐ Yes ☐ No
Budget Amendment Required ☐ Yes ☐ No
Future/Ongoing Impact ☐ Yes ☐ No

Finance Officer Review:

Budget Dept/Line Item Number _____

Funding Comments:

Where on the agenda should this item be placed?

CONSENT AGENDA

Agenda Briefing Form
Page 2

Suggested Motion:

City Manager Review:

- ☐ Approved as submitted
- ☐ Submitted for Council consideration without comment
- ☐ Submitted for Council consideration with comments stated below:

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

Sent to City Attorney for review _____

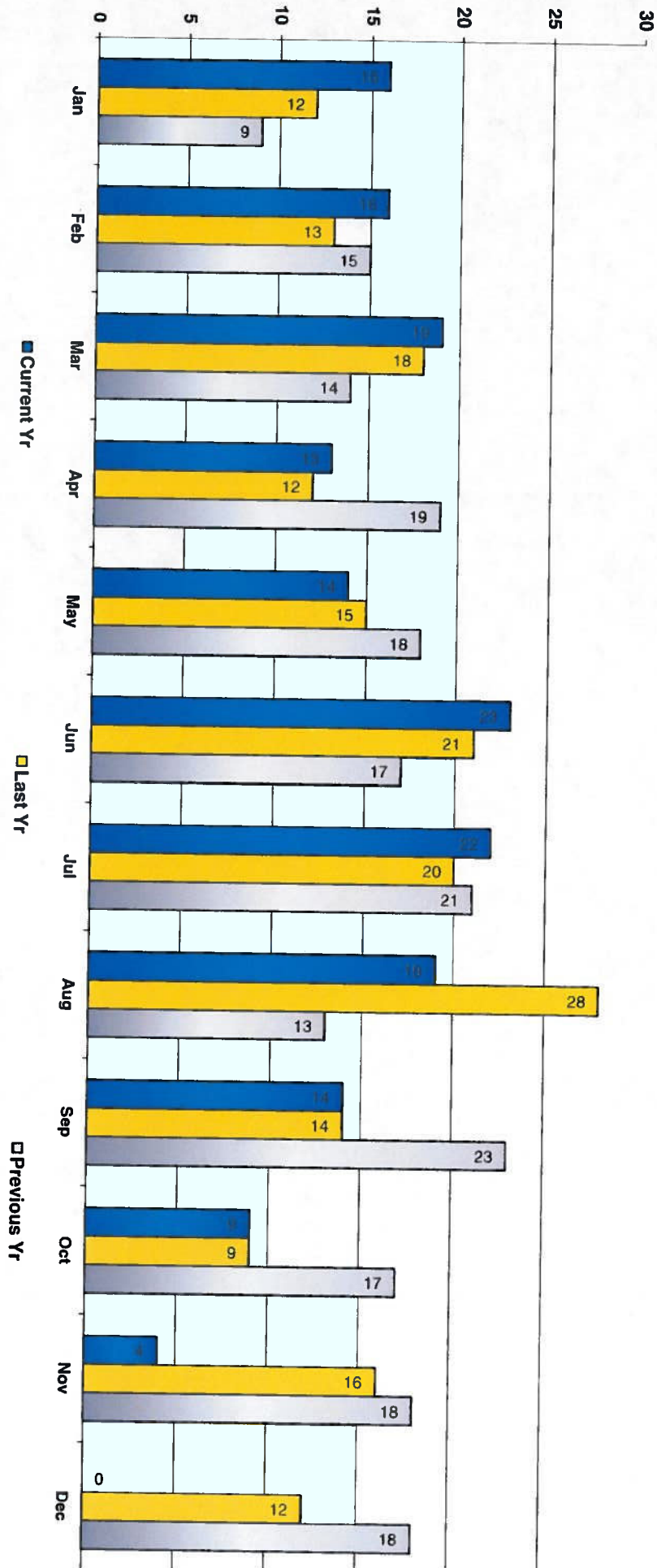
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

Received and accepted by the City Secretary/Assistant _____

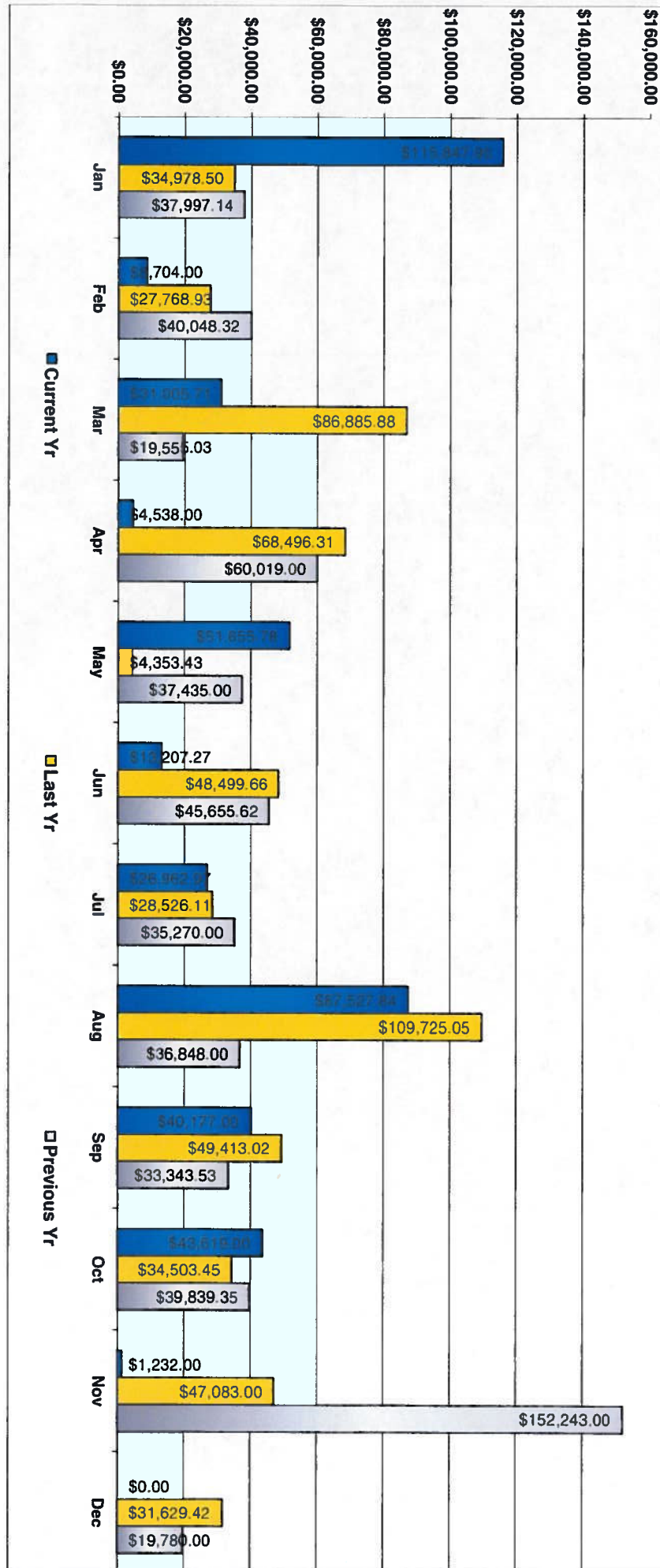
Returned by the City Secretary/Assistant (If incomplete) _____

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

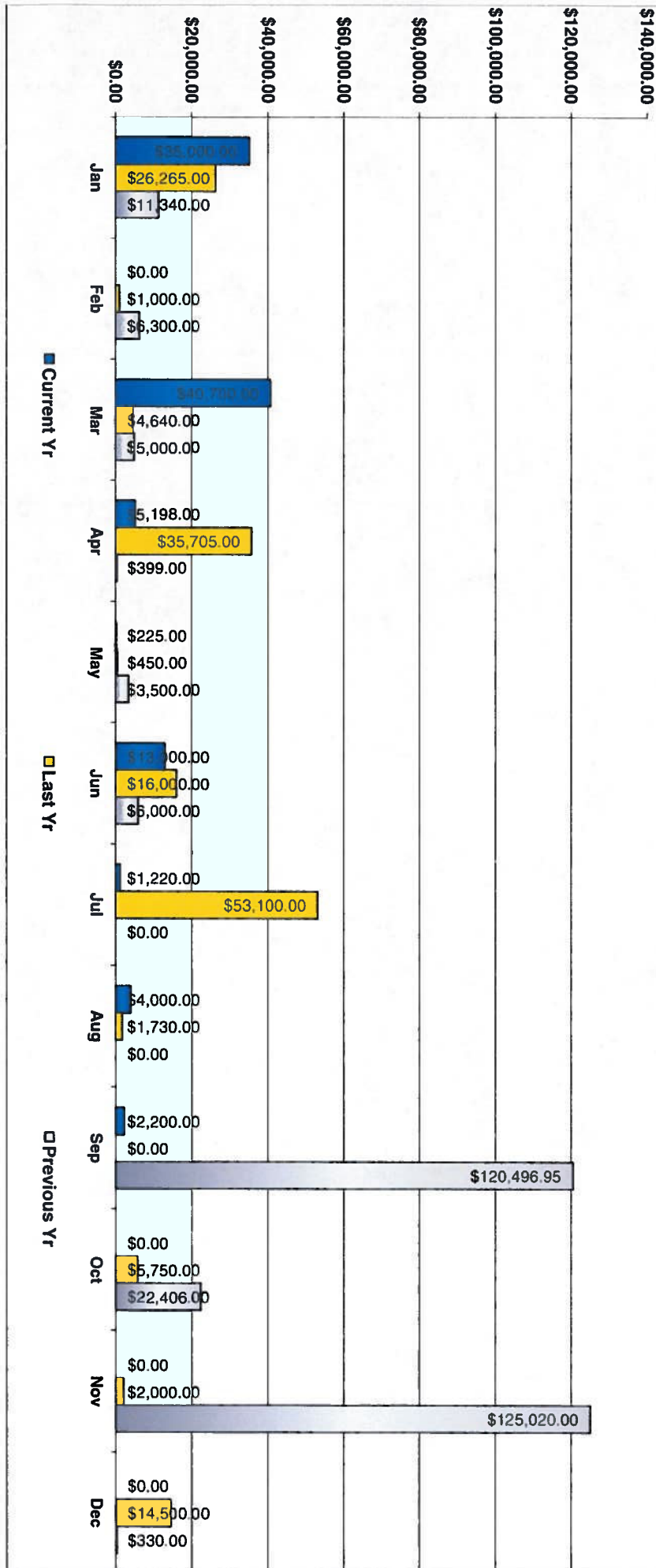
**Seabrook Police Department
ALL PART-I OFFENSES
As Of November 10, 2014**



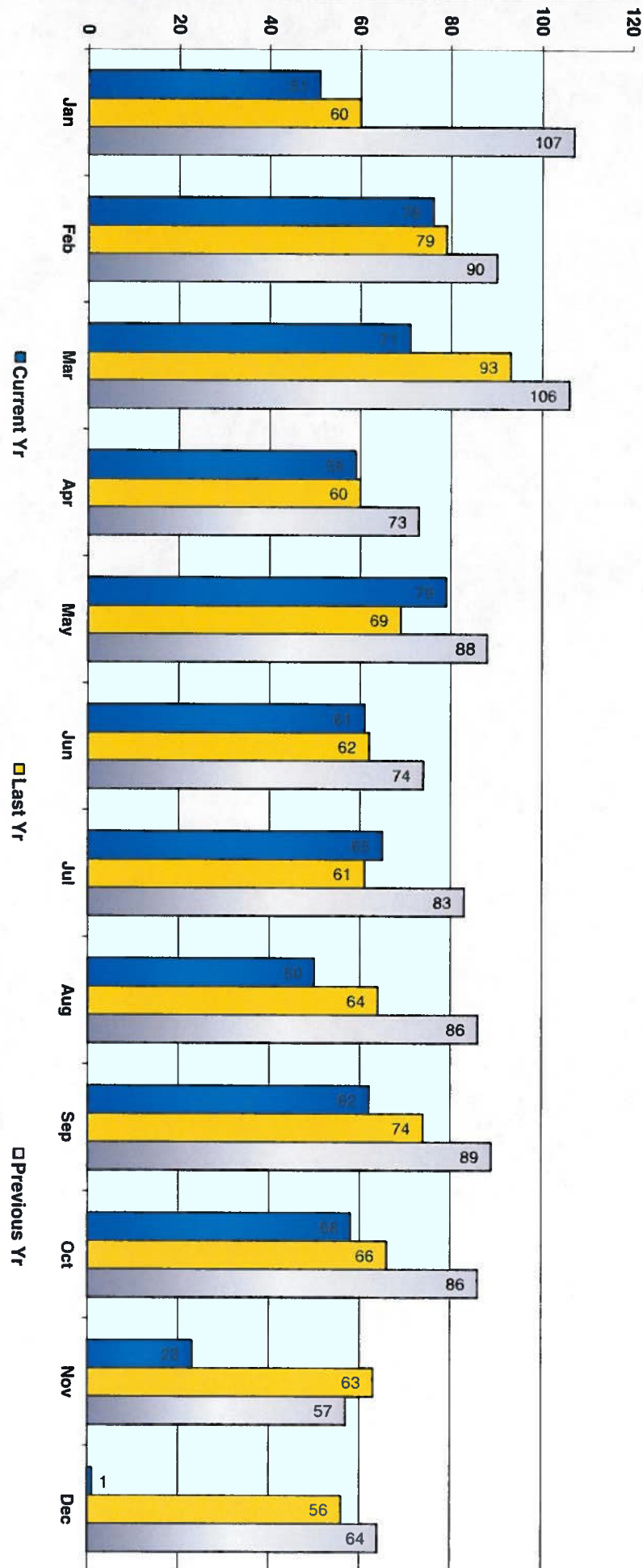
**Seabrook Police Department
Stolen Property Value
As Of November 10, 2014**



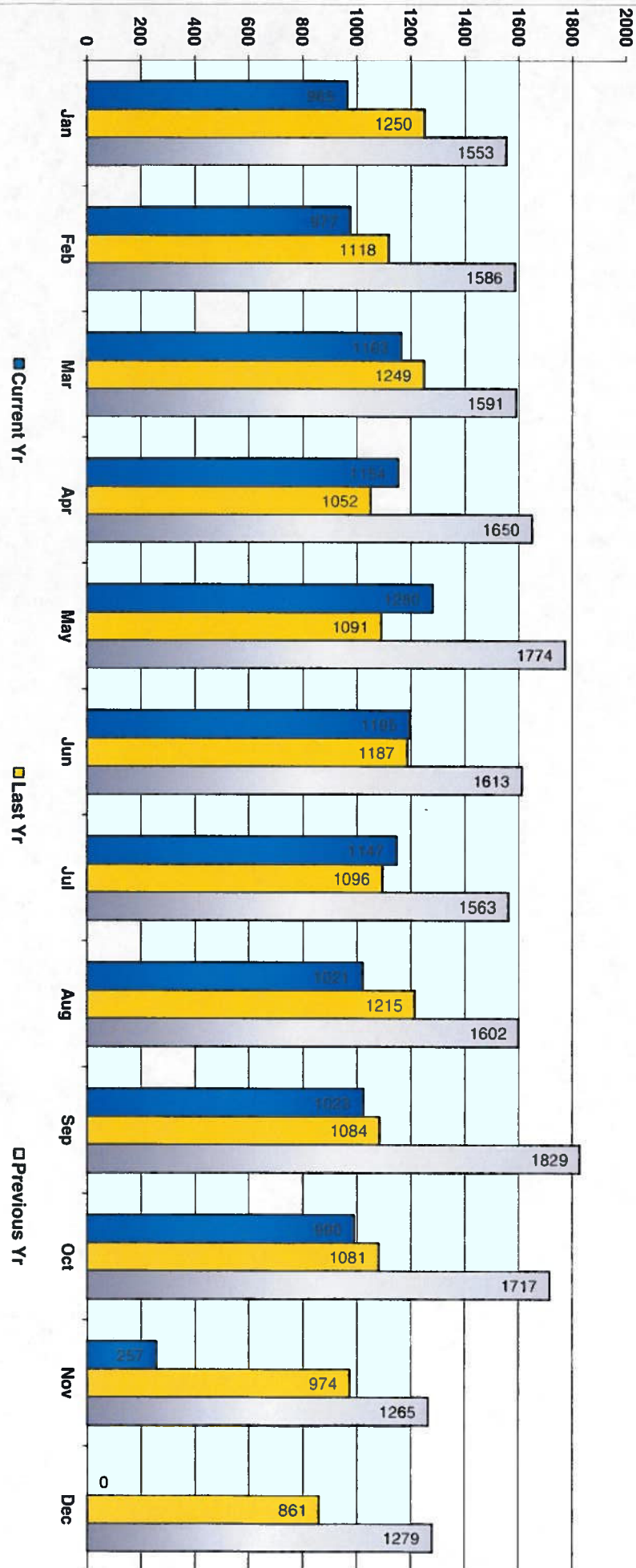
**Seabrook Police Department
Recovered Property Value
As Of November 10, 2014**



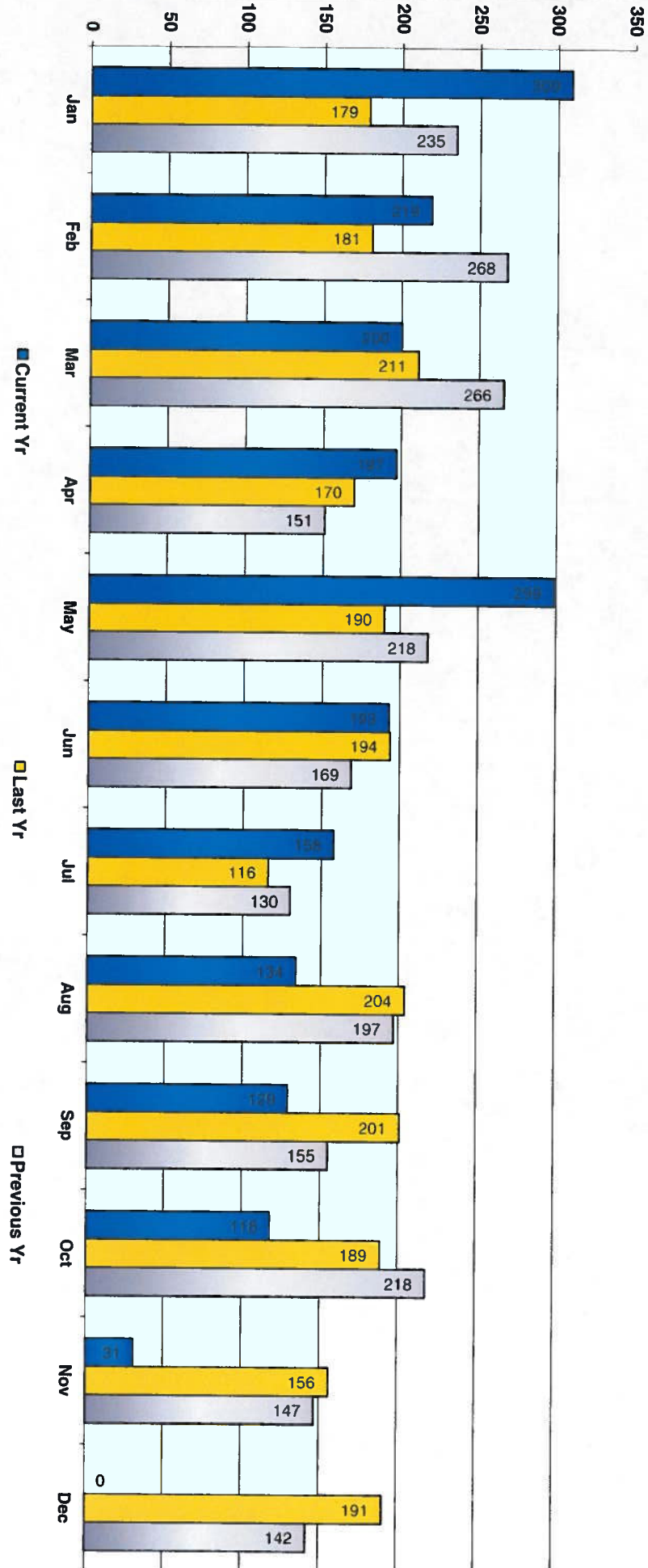
**Seabrook Police Department
Total Arrests
As Of November 10, 2014**



**Seabrook Police Department
Total Calls-For-Service
As Of November 10, 2014**



**Seabrook Police Department
Total Traffic Tickets
As Of November 10, 2014**



SEABROOK POLICE DEPARTMENT DETECTIVE ACTIVITY REPORT

10/1/2014 Through 10/31/2014

Case Status Change This Period																	
Selected Investigators	Previously Assigned Cases Carried Over (Active / Pending)	Cases Assigned This Period	Cleared							Inactivated		Closed/Unf.		Active/Warrant/Pending Cases Continuing	Stolen Property Recovered (Value)	Supplements Submitted	
			Cleared Exceptionally	Cleared By Arrest / Charges	Charges Filed				Total Cases Cleared	% Of Assigned Cases Cleared	Total Cases Suspende / Open Not Active	% Of Assigned Cases Suspended	Total Cases Closed or Unfounded				% Of Assigned Cases Closed
					Class-C Filed	Class-A/B Filed	Felonies Filed	Total Charges Filed									
Department Totals:	196	81	5	1	10	23	11	44	6	7.4%	3	3.7%	45	55.6%	225	\$4,640	59
Sel. Investigator's Tots:	190	81	5	1	10	23	11	44	6	7.4%	3	3.7%	45	55.6%	219	\$4,640	49
Sel. Investigator's Avg:	27.1	11.6	0.7	0.1	1.4	3.3	1.6	6.3	0.9	7.4%	0.4	3.7%	6.4	55.6%	31.3	\$663	7.0
Imbrie, David	27	19	0	0	5	1	1	7	0	0.0%	0	0.0%	4	21.1%	42	\$0	18
Morris, Clinton	44	7	2	0	0	0	0	0	2	28.6%	1	14.3%	2	28.6%	46	\$0	9
Breeding, Ross	22	10	1	0	0	0	0	0	1	10.0%	0	0.0%	5	50.0%	26	\$0	11
Pickell, Michael	14	5	0	0	1	5	2	8	0	0.0%	0	0.0%	1	20.0%	18	\$0	0
Warner, Robert	40	8	2	1	0	0	1	1	3	37.5%	2	25.0%	0	0.0%	43	\$0	11
Bryant, Hulien	11	0	0	0	0	0	0	0	0	0.0%	0	0.0%	0	0.0%	11	\$4,640	0
Patrol	32	32	0	0	4	17	7	28	0	0.0%	0	0.0%	33	103.1%	33	\$0	0

**CITY OF SEABROOK TEXAS
MONTHLY HUMANE OFFICER REPORT
MONTH OF October 2014**

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	YEAR TO DATE LAST YEAR
Dogs and Cats Picked Up	05	22	139	197
Wildlife: Deceased & Alive	19	14	166	122
Animals Adopted Out	01	01	19	46
Animals Returned to Owners from Shelter	00	04	42	49
Animals Returned to Owners on the Street	04	01	39	42
Animals Destroyed	04	12	48	71
Rabid Animals Verified	00	00	00	00
Complaints Received by Residents	87	52	635	646
Revenue Received by Residents	\$00.00	\$24.00	\$1699	\$1403
Animal Bites Reported	00	00	09	07
Citations Issued	00	02	25	70
Calls Received at the Shelter	53	--	559	--

Humane Officer D.VANSELOUS

Seabrook City Council Regular Meeting
Minutes of November 4, 2014
Page 1

The City Council of the City of Seabrook met in regular session on Tuesday, November 4, 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	COUNCIL PLACE NO. 1
MIKE GIANGROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM &
	COUNCIL PLACE NO. 3
MELISSA BOTKIN	COUNCIL PLACE NO. 4
THOM KOLUPSKI	COUNCIL PLACE NO. 5
O. J. MILLER	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. and led the audience in the United States and Texas Pledges of Allegiance.

1.0 PRESENTATIONS

1.1 Present a proclamation declaring November 3-7, 2014 as "Municipal Courts Week." (Court)

Mayor Royal presented the proclamation to Judge Carolyn Webbon, Court Administrator Jessica Ancira and Assistant Court Administrator, Karen Lemay and thanked the court for its service.

1.2 Presentation by the Galveston Bay Foundation concerning a Galveston Bay Report Card. (GBF)

Ana Borski, Galveston Bay Foundation spoke about a new project entitled "The Galveston Bay Report Card." She stated that a public interest survey is available on line and input will be accepted until early December.

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS – None.

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

Several announcements were made about upcoming events.

**Seabrook City Council Regular Meeting
Minutes of November 4, 2014
Page 2**

3.0 CONSENT AGENDA

3.1 Approve the minutes of the October 21, 2014 regular City Council meeting. (Glaser)

3.2 Approve proposed Resolution No. 2014-10, "Adoption of the City's Investment Policy."

A RESOLUTION ADOPTING THE INVESTMENT POLICY FOR THE CITY OF SEABROOK IN ACCORDANCE WITH STATE LAW AND THE PUBLIC FUNDS INVESTMENT ACT (PFIA). (Lab)

Motion was made by Councilor Johnson and seconded by Councilor Botkin

To approve the Consent Agenda.

MOTION CARRIED BY UNANIMOUS CONSENT.

END OF CONSENT AGENDA

4.0 NEW BUSINESS

4.1 Consider approval of first reading of Ordinance No. 2014-27, "Appropriation for Lakeside Drive Lift Station Repair." (Chairez)

AN ORDINANCE AUTHORIZING AN APPROPRIATION IN AN AMOUNT NOT TO EXCEED \$400,000 FOR THE REPAIR AND EMERGENCY BYPASS SYSTEM TO THE NETWORK OF MANHOLE CONNECTIONS AT THE LIFT STATION AT 1904 LAKESIDE DRIVE; AND REPLACING EMERGENCY ORDINANCE NO. 2014-26 APPROVED ON OCTOBER 21, 2014

Motion was made by Councilor Llorente and seconded by Councilor Botkin

To approve first reading of Ordinance No. 2014-07, with the reading of the caption serving as the reading of the ordinance and to authorize the city manager and mayor to execute the contract after review by the city attorney.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.0 ROUTINE BUSINESS

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

Mrs. Cook announced that Harris County had approved the expenditure for the improvement of Surf Oaks.

Seabrook City Council Regular Meeting
Minutes of November 4, 2014
Page 3

91
92 Motion was made by Councilor Kolupski and seconded by Councilor Llorente
93

94 To reinstate the action item about SH 146 improvements as requested by Mayor Royal and to
95 approve the Action Items Checklist with this amendment.
96

97 **5.2 Establish future meeting dates and agenda items, including finalizing dates for**
98 **November and December Council meetings. (Council)**
99

100 There was no objection from Council to cancel the December 16 regular meeting unless either
101 the mayor or city manager determined that the meeting was needed.
102

103 Mrs. Cook announced that the city would hold a meeting with the Waterfront property owners
104 on December 8.
105

106 Upon motion, Mayor Royal adjourned the meeting at 7:32 p.m.
107

108 Approved this 18th day of November 2014.
109
110

111
112 _____
113 Glenn R. Royal, Mayor
114

115 _____
116 Michele L. Glaser, TRMC
117 City Secretary
118
119

RESOLUTION NO. 2014-11
CANVASS OF THE NOVEMBER 4, 2014 SPECIAL BOND ELECTION

**A RESOLUTION CANVASSING THE RETURNS AND DECLARING
THE RESULTS OF A BOND ELECTION HELD ON NOVEMBER 4, 2014;
AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, on August 6, 2014, the City Council (the “*Council*”) of the City of Seabrook, Texas (the “*City*”) ordered an election to be held on November 4, 2014 for the purpose of determining whether the resident, qualified voters of the City would authorize the issuance of general obligation bonds by the City; and

WHEREAS, the Council has reviewed and investigated all matters pertaining to this election, including the resolving, notices, election officers, holding, and returns thereof; and

WHEREAS, the Council hereby canvasses the returns of this election, at which there were submitted to all resident, qualified voters of the City for their action thereupon, the following proposition:

PROPOSITION 1

“Shall the City Council of the City of Seabrook, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$6,850,000 for the purpose of making permanent public improvements or other public purposes, to wit: designing, acquiring, constructing, improving, renovating, demolishing, expanding, and equipping a Public Works and Animal Shelter and Adoption Center building to house City public works and animal control departments and related storage and support structures and facilities for such departments and expenses incidental and necessary to the foregoing (including necessary technology networking improvements, utility relocation, acquisition of easements, rights-of-way, and other real property interests, landscaping, and streetscape modification and improvements), such bonds to mature serially or otherwise (not more than forty (40) years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?”

Resolution No. 2014-11
Canvass of Special Bond Election
Held on November 4, 2014

PROPOSITION 2

“Shall the City Council of the City of Seabrook, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$725,000 for the purpose of making permanent public improvements or other public purposes, to wit: acquiring public safety equipment, including a new fire engine, such bonds to mature serially or otherwise (not more than forty (40) years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION 3

“Shall the City Council of the City of Seabrook, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$525,000 for the purpose of making permanent public improvements or other public purposes, to wit: designing, constructing and installing technology improvements, including a fiber optic network, such bonds to mature serially or otherwise (not more than forty (40) years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION 4

“Shall the City Council of the City of Seabrook, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$450,000 for the purpose of making permanent public improvements or other public purposes, to wit: designing, constructing, improving, renovating, expanding, and equipping City parks and recreation facilities, including the construction of splash pads at Pelican Bay municipal pool

**Resolution No. 2014-11
Canvass of Special Bond Election
Held on November 4, 2014**

complex and Monroe Fields on Repsdorph Road, such bonds to mature serially or otherwise (not more than forty (40) years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?"and

WHEREAS, the Council has diligently inquired into the poll lists and the official election returns which were duly and lawfully made to the Council by the judges and clerks holding and conducting such election; the poll lists and the official election returns showing separately the votes cast in the election; and

WHEREAS, from these returns, this Council hereby finds that the following votes were cast in the election by voters who were resident, qualified voters of the City:

PROPOSITION 1

"THE ISSUANCE OF NOT TO EXCEED \$6,850,000 OF CITY OF SEABROOK, TEXAS GENERAL OBLIGATION BONDS FOR DESIGNING, ACQUIRING, CONSTRUCTING, AND EQUIPPING A PUBLIC WORKS AND ANIMAL SHELTER AND ADOPTION CENTER BUILDING AND RELATED STORAGE AND SUPPORT STRUCTURES AND FACILITIES, AND THE LEVYING OF A TAX IN PAYMENT THEREOF"

	<u>For</u>	<u>Against</u>
Early Votes		
Provisional Votes		
Election Day Votes		
TOTAL		

PROPOSITION 2

"THE ISSUANCE OF NOT TO EXCEED \$725,000 OF CITY OF SEABROOK, TEXAS GENERAL OBLIGATION BONDS FOR PUBLIC SAFETY EQUIPMENT, INCLUDING A NEW FIRE ENGINE, AND THE LEVYING OF A TAX IN PAYMENT THEREOF"

**Resolution No. 2014-11
Canvass of Special Bond Election
Held on November 4, 2014**

	<u>For</u>	<u>Against</u>
Early Votes		
Provisional Votes		
Election Day Votes		
TOTAL		

111 PROPOSITION 3

112 “THE ISSUANCE OF NOT TO EXCEED \$525,000 OF CITY OF SEABROOK,
113 TEXAS GENERAL OBLIGATION BONDS FOR DESIGNING,
114 CONSTRUCTING AND INSTALLING TECHNOLOGY IMPROVEMENTS,
115 INCLUDING A FIBER OPTIC NETWORK, AND THE LEVYING OF A TAX
116 IN PAYMENT THEREOF”

	<u>For</u>	<u>Against</u>
Early Votes		
Provisional Votes		
Election Day Votes		
TOTAL		

117 PROPOSITION 4

118 “THE ISSUANCE OF NOT TO EXCEED \$450,000 OF CITY OF SEABROOK,
119 TEXAS GENERAL OBLIGATION BONDS FOR PARKS AND RECREATION
120 FACILITIES, INCLUDING THE CONSTRUCTION OF SPLASH PADS AT
121 PELICAN BAY MUNICIPAL POOL COMPLEX AND MONROE FIELDS ON
122 REPSDORPH ROAD, AND THE LEVYING OF A TAX IN PAYMENT
123 THEREOF”

	<u>For</u>	<u>Against</u>
Early Votes		
Provisional Votes		
Election Day Votes		
TOTAL		

124
125 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
126 OF SEABROOK, TEXAS THAT:

127 SECTION 1: The Council officially finds, determines, and declares that the election was
128 duly and properly ordered, that proper legal notice of such election was duly given in the
129 English, Spanish, Vietnamese and Mandrin Chinese languages (to the extent required by law),
130 that proper election officers were duly appointed prior to the election, that the election was duly

Resolution No. 2014-11
Canvass of Special Bond Election
Held on November 4, 2014

and legally held, that all resident, qualified voters of the City were permitted to vote at the election, that due returns of the results of the election had been made and delivered, and that the Council has duly canvassed such returns, all in accordance with the laws of the State of Texas and of the United States of America, and the order calling the election.

SECTION 2: A MAJORITY of the resident, qualified voters of the City of Seabrook, Texas voting in such election, having voted FOR the authorization and issuance of \$6,850,000 of bonds and the levy and pledge of the tax in payment thereof as provided in Proposition 1, the Council hereby finds and determines that Proposition 1 carried at the election, that the election was duly called, that proper notice was given, and that the election was held in all aspects in conformity with the law, and that the Council is hereby accordingly authorized to issue the bonds and to levy the tax in accordance with the authority granted in the Proposition 1 and with law.

SECTION 3: A MAJORITY of the resident, qualified voters of the City of Seabrook, Texas voting in such election, having voted FOR the authorization and issuance of \$725,000 of bonds and the levy and pledge of the tax in payment thereof as provided in Proposition 2, the Council hereby finds and determines that Proposition 2 carried at the election, that the election was duly called, that proper notice was given, and that the election was held in all aspects in conformity with the law, and that the Council is hereby accordingly authorized to issue the bonds and to levy the tax in accordance with the authority granted in the Proposition 2 and with law.

SECTION 4: A MAJORITY of the resident, qualified voters of the City of Seabrook, Texas voting in such election, having voted FOR the authorization and issuance of \$525,000 of bonds and the levy and pledge of the tax in payment thereof as provided in Proposition 3, the Council hereby finds and determines that Proposition 3 carried at the election, that the election was duly called, that proper notice was given, and that the election was held in all aspects in conformity with the law, and that the Council is hereby accordingly authorized to issue the bonds and to levy the tax in accordance with the authority granted in the Proposition 3 and with law.

SECTION 5: A MAJORITY of the resident, qualified voters of the City of Seabrook, Texas voting in such election, having voted FOR the authorization and issuance of \$450,000 of bonds and the levy and pledge of the tax in payment thereof as provided in Proposition 4, the Council hereby finds and determines that Proposition 4 carried at the election, that the election was duly called, that proper notice was given, and that the election was held in all aspects in conformity with the law, and that the Council is hereby accordingly authorized to issue the bonds and to levy the tax in accordance with the authority granted in the Proposition 4 and with law.

SECTION 6: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 7: All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Resolution No. 2014-11
Canvass of Special Bond Election
Held on November 4, 2014

SECTION 8: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 9: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 10: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 11: This Resolution shall be in force and effect from and after its final passage and it is so resolved.

APPROVED AND ADOPTED on first and final reading this 18th day of November, 2014.

CITY OF SEABROOK, TEXAS

Glenn Royal, Mayor

ATTEST:

Michele L. Glaser, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

Cumulative Report — Unofficial

Harris County, Texas — General and Special Elections — November 04, 2014

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11/06/2014 02:49 PM

Total Number of Voters : 686,951 of 2,044,361 = 33.60%

Precincts Reporting 1,069 of 1,069 = 100.00%

Party	Candidate	Absentee		Early		Election		Total	
Nassau Bay, Proposition 5 (Proposed Amendment to the City Charter), Vote For 1									
	FOR	141	76.22%	317	70.92%	382	69.84%	840	71.25%
	AGAINST	44	23.78%	130	29.08%	165	30.16%	339	28.75%
	Cast Votes:	185	89.81%	447	84.82%	547	82.38%	1,179	84.40%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	21	10.19%	80	15.18%	117	17.62%	218	15.60%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	1,397	3,099	45.08%

Nassau Bay, Proposition 6 (Proposed Amendment to the City Charter), Vote For 1

	FOR	178	91.75%	408	89.67%	503	87.63%	1,089	89.04%
	AGAINST	16	8.25%	47	10.33%	71	12.37%	134	10.96%
Cast Votes:		194	94.17%	455	86.34%	574	86.45%	1,223	87.54%
Over Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Under Votes:		12	5.83%	72	13.66%	90	13.55%	174	12.46%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	1,397	3,099	45.08%

City of Seabrook, Proposition 1, Vote For 1

	FOR	124	62.00%	551	61.09%	859	64.20%	1,534	62.87%
	AGAINST	76	38.00%	351	38.91%	479	35.80%	906	37.13%
Cast Votes:		200	89.69%	902	83.36%	1,338	86.10%	2,440	85.34%
Over Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Under Votes:		23	10.31%	180	16.64%	216	13.90%	419	14.66%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	2,859	7,435	38.45%

Cumulative Report — Unofficial

Harris County, Texas — General and Special Elections — November 04, 2014

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11/06/2014 02:49 PM

Total Number of Voters : 686,951 of 2,044,361 = 33.60%

Precincts Reporting 1,069 of 1,069 = 100.00%

Party	Candidate	Absentee		Early		Election		Total	
X City of Seabrook, Proposition 2, Vote For 1	FOR	157	76.96%	656	73.21%	972	72.75%	1,785	73.28%
	AGAINST	47	23.04%	240	26.79%	364	27.25%	651	26.72%
Cast Votes:		204	91.48%	896	82.81%	1,336	85.97%	2,436	85.20%
Over Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Under Votes:		19	8.52%	186	17.19%	218	14.03%	423	14.80%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	2,859	7,435	38.45%

X City of Seabrook, Proposition 3, Vote For 1	FOR	131	65.83%	584	65.25%	861	64.74%	1,576	65.02%
	AGAINST	68	34.17%	311	34.75%	469	35.26%	848	34.98%
Cast Votes:		199	89.24%	895	82.72%	1,330	85.59%	2,424	84.78%
Over Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Under Votes:		24	10.76%	187	17.28%	224	14.41%	435	15.22%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	2,859	7,435	38.45%

X City of Seabrook, Proposition 4, Vote For 1	FOR	112	55.17%	511	56.97%	797	59.48%	1,420	58.20%
	AGAINST	91	44.83%	386	43.03%	543	40.52%	1,020	41.80%
Cast Votes:		203	91.03%	897	82.90%	1,340	86.23%	2,440	85.34%
Over Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Under Votes:		20	8.97%	185	17.10%	214	13.77%	419	14.66%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	2,859	7,435	38.45%



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, NOVEMBER 18, 2014

Submitter/Requestor: Cook

Date Submitted: 9/24/2014 3:07:47 PM

Presenter: Cook/Waste Management

Description/Subject:

Waste Management has submitted a contract to continue servicing Seabrook. Although they are asking for a rate increase, the benefits of renewing with this company may outweigh bidding out this service. If approved, with the minor changes, we would negotiate a new three-year contract with Waste Management for trash collection. Waste Management has requested an approximate 5.5 percent increase in monthly residential rates, a reduction in the number of holidays on which no pickup is offered from six days to three days annually and increases to commercial dumpster rates. (Cook)

Purpose/Need: NA

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

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

Current rates

New Contract

Fiscal Impact:

Budgeted

Yes

Budget Amendment Required

Yes

Future/Ongoing Impact

Yes

Finance
Review:

Officer

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Approve.

Agenda Language:

Approve a contract with Waste Management for garbage/trash collection and recycling effective January 1, 2015 for three years with a possible three year extension. Waste Management has requested an approximate 5.5 percent increase in monthly residential rates, a reduction in the number of holidays on which no pickup is offered from six days to three days annually and increases to commercial dumpster rates. (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.)

**RESOLUTION NO. 2014-02
UPDATE IN SANITATION PROCEDURES AND RATES**

A RESOLUTION REESTABLISHING SANITATION PROCEDURES AND UPDATING RESIDENTIAL CHARGES AND COMMERCIAL CHARGES FOR SANITATION SERVICES AND REPEALING RESOLUTION NO. 2013-06.

WHEREAS, the City Council of the City of Seabrook approved a new contract with Waste Management Inc on December 21 2007 which amended the city residential and Commercial sanitation procedures and rates

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

THAT, sanitation procedures and rates for residential and commercial customers shall be revised effective January 15, 2014 in accordance with the new contract. Such revisions are shown on Exhibit 1 which is attached and made a part of this Resolution.

THAT, twice a week garbage collection shall be provided to residents (excluding any complex with dumpster service) at the rate indicated in Exhibit 1. Once a week pick-up of recyclables shall be provided to residents at no extra charge. Multi-family complexes using dumpsters shall be charged an additional rate per unit, per month for recycling as shown in Exhibit 1. Residents shall have the option of using a 101 gallon tote cart or plastic garbage bags to be provided to residents as part of the monthly sanitation fee. If a resident selects bags these will be made available three times per year in January May and August. After the initial selection, change in service from carts to bags or from bags to carts must coincide with the delivery of bags as stated above.

THAT, persons sixty-five (65) years and older shall be exempt from paying a residential sanitation charge but shall still be eligible for carts or bags from the City. Proof of age is required for this exemption.

THAT Resolution 2013-06 is hereby repealed with the adoption of Resolution 2014-02.

AND IT IS SO ORDERED.

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF JANUARY, 2014.

ATTEST:

GLENN R. ROYAL, MAYOR

MICHELE L. GLASER, TRMC
CITY SECRETARY

Resolution 2014-02

Exhibit 1

Page 1

City of Seabrook, Texas

January 1, 2014 Base Rates
First quarter fuel adjustment 3%

Prices- Residential –\$19.84

Light Commercial -\$45.86

Multi-Family Recycle- 2.97

	1x	2x	3x	4x	5x	6x
2yd.	83.61	112.57	138.86	161.55	178.61	212.64
4yd.	106.46	188.19	213.33	278.53	354.85	424.68
6yd.	138.26	253.46	308.15	421.75	531.41	649.39
8yd.	187.34	321.04	417.74	562.07	723.22	862.10

Compactor per pick up

	Haul Rate	Disposal	Total
40 cubic yard	284.86	427.26	712.12
28 cubic yard	284.86	299.08	583.94

Front Load Compacted per cubic yard \$16.71

Castor Charge per container per month \$24.53 limited to 2 cubic yard containers

Extra Pick up Fee

2 yd.	61.59
4 yd.	86.24
6yd.	110.93
8 yd.	135.55

Temporary Roll off

Delivery fee 107.83

Resolution 2014-02

Exhibit 1

Page 2

Rental per month 203.12

Rental per day 10.77

Permanent Roll off 12 months or longer

Delivery Fee 0

Rental per month 157.24

Rental per day 5.94

	Haul	Disposal	Total
20 cubic yard	225.50	204.15	429.64
30 cubic yard	225.50	306.21	531.71
40 cubic yard	225.50	408.28	633.78

Misc. Rates

Dead Head Fee 221.80

Relocate Fee 133.09

Truck Time 133.08/hour

Following prices do not include city's add on fees

Bulky Waste, Brush, and other pick up

27.41 per loose cubic yard

82.25 per compacted cubic yard

Roll off transportation

146.21 hour plus disposal

137.09 delivery fee

MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

This Municipal Solid Waste Collection and Transportation Agreement (this "Agreement") is entered into as of the ___ day of _____, 2014, between the City of Seabrook, Texas ("City"), acting by and through its duly authorized City Manager, and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

- 1.01. **Bag or Bags:** Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed 40 pounds.
- 1.02. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes debris resulting from services of a Commercial Service Provider. Additionally, no limb shall exceed four (4) feet in length.
- 1.03. **Bulky Waste:** White Goods, furniture, auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods. In no event shall any item of Bulky Waste exceed a size or dimension such that two (2) men cannot pick up such item and place it in the bed of a pick-up truck.

- 1.04. **Bundle or Bundles:** Tree, shrub and brush trimmings or unrecycled newspapers and magazines securely tied together forming an easily handled package, not to exceed four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight.
- 1.05. **City:** The City of Seabrook, Texas.
- 1.06. **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.07. **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.
- 1.08. **Commercial Waste:** All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.
- 1.09. **Commercial Service Provider:** A commercial business enterprise or commercial service provider.
- 1.10. **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.11. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.12. **Container:** A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.
- 1.13. **Contract Administrator:** That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.14. **Contractor:** Waste Management of Texas, Inc.
- 1.15. **Customer:** The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.

- 1.16. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.17. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.18. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.
- 1.19. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.20. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.21. **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.22. **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.
- 1.23. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in [Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland)], nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- 1.24. **Multi-Family:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising more than four families or separate tenants, including a condominium dwelling of more than four units. Each unit within the Multi-Family dwelling shall be treated as a Residential Unit.
- 1.25. **Polycart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid

capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.

- 1.26. **Recyclable Material(s) or Recyclables:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material. The Recyclable Materials specifications pursuant to this Agreement are set forth in Schedule B attached hereto.
- 1.27. **Recycling Container:** A plastic receptacle, designed for the purpose of curbside collection of Recyclable Materials, with minimum capacity of 18 gallons.
- 1.28. **Refuse:** Same as Rubbish.
- 1.29. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.30. **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.
- 1.31. **Roll-off Bin:** Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20 cubic yard, 30 yards or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.
- 1.32. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.33. **Solid Waste:** Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and

agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
- c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*), or
- d) Unacceptable Waste.

- 1.34. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".
- 1.35. **Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.36. **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges

subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

- 1.37. **Unusual Accumulations:** As to Residential Units, any Waste placed curbside for collection in excess of the volumes permitted by this Agreement, or placed outside a Polycart, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service.
- 1.38. **Waste:** All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.
- 1.39. **White Goods:** Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

2. **GRANT OF EXCLUSIVE FRANCHISE:**

Except for temporary Roll-Off Bin services, Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Waste from Residential Units, Commercial Units, and Industrial Units, and collection of Recyclable Materials from Residential Units, subject to the terms hereof, within the corporate limits of the City, any tracts, territories and areas hereafter annexed to or acquired by City.

3. **TERM:**

The term of this Agreement shall commence January 1, 2015 ("Commencement Date"), and continue to remain in full force and effect for a period of three (3) years; provided, however, the term of this Agreement shall automatically extend without further action of the parties for additional terms of three (3) years, each, unless, not less than ninety (90) days before the termination of the then current term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the then current term of the Agreement.

4. **RATES:**

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Schedule "A" attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. **CONTRACTOR SERVICES:**

5.01. **Residential Collection**

- (a) **Residential/Commercial Hand Collect Collection:**
- (i) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart twice per week during the term of this Agreement. No Waste shall be placed outside the Polycart.
 - (ii) Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit twice per week. No Waste shall be placed outside the Polycart.
 - (iii) Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.03 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.
- (b) **Brush/Bulky Waste Collection:** Contractor shall provide a once per week collection service to Residential Units for collection of Brush, Bulky Waste and Bundles. Contractor agrees to collect up to, but not to exceed, two (2) cubic yards of Brush per week, either loose or placed in Bundles, and two (2) items of Bulky Waste per week from each Residential Unit. Contractor shall have no obligation to collect any Brush or Bulky Waste in excess of the above limitations, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. Brush, Bulky Waste and Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle
- (c) **Recyclable Collection:** Contractor shall provide once per week single stream collection of Recyclable Materials placed in Recyclable Containers from Residential Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Container. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste. Residential Unit Customers shall comply with the Recyclable Materials Specifications attached to this Agreement as **Schedule B**.

(i) **Multi-Family Recyclable Collection:** Contractor will determine the number and provide Polycarts to each Multi-Family complex for Recyclable Materials collection by the Multi-Family residents. Residents of the Multi-Family complex shall deposit their Recyclables into the Polycarts, and Contractor shall provide once per week collection of the Polycarts. Residents shall comply with the Recyclable Materials Specifications attached hereto as Schedule B.

(d) **Carts:**

- (i) Contractor shall provide one (1) Polycart and one (1) Recycling Container to each Residential Unit at the commencement of this Agreement. Polycarts and Recycling Containers (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.
- (ii) Contractor shall not be required to collect (i) any Residential Waste that is not placed in a Polycart, (ii) any Residential Waste from a Polycart that is overloaded, or (iii) a Polycart that is not properly placed curbside.
- (iii) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall be responsible for all loss or damage to the Carts, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Any Cart removed from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation by the City therefore. The Customer shall not overload (by weight or volume) a Polycart, and shall use the Polycart only for its proper and intended purpose. Additional Carts are available for residential Customers at an additional charge to be paid by the Customer. In the event a Cart should be lost or damaged, Contractor agrees to replace such lost or damaged Cart with a new Cart, equal to Contractor's actual cost of such Cart.

- 5.02. **Commercial and Industrial Collection:** Except for temporary Roll-Off Bin services, Contractor shall have the exclusive right to collect and transport Commercial Waste and Industrial Waste from the Commercial Units and Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested by such Commercial Unit Customer or Industrial Unit Customer. The Dumpster, Compactor or Roll-Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial Customers and Industrial Customers to enter into individual contracts with Contractor, subject to the terms of this Agreement
- 5.03. **Unusual Accumulations Collection:** Contractor shall have no obligation to collect Unusual Accumulations, and may charge for the collection of any Unusual Accumulations in accordance with the rates set forth in Schedule "A."
- 5.04. **Special Waste:** Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or environmental protection occasioned by the material.
- 5.05. **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

6. **COLLECTION OPERATION:**

- 6.01. **Hours of Operation:** Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 6:00 P.M. No collection shall be made on Sunday. Collection of Commercial Waste and Industrial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.
- 6.02. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.
- 6.03. **Holidays:** The following shall be holidays for purposes of this Agreement:

New Year's Day
Thanksgiving Day
Christmas Day

- 6.04. For any week that includes a Holiday, Contractor agrees to provide Residential Waste collection services at least once during that week to all Residential Units.
- 6.04. **Complaints:** Customer complaints shall be directed by the City to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to subsequently properly set out such Waste.
- 6.05. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 6.06. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency.
- 6.07. **Spillage:** The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.
- 6.08. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of

such condition and of his inability to make collection.

- 6.09. **Protection From Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.
- 6.10. **Point of Contact.** All dealings and contacts between Contractor and the City shall be directed between Municipal Marketing Director of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. **LICENSE AND TAXES:**

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State, and shall maintain same in full force and effect.

8. **BILLING:**

(a) City shall provide billing and bill collection services for Residential Units, Commercial Unit, and Industrial Units, except for temporary Roll-Off Bins which are not exclusive to Contractor, during the term of this Agreement. Contractor shall provide billing and bill collection services for any temporary Roll-Off Bin services or equipment it provides. Within fifteen (15) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement to Residential Units, Commercial Unit, and Industrial Units, except for temporary Roll-Off Bins, for the prior month. The City shall remit to Contractor payment for services to Residential Unit Customers, Commercial Unit, and Industrial Units, within thirty (30) days after receipt of invoice. All past due invoices shall bear interest at the highest rate permitted by law. Invoices sent for temporary Roll-Off Bins by Contractor shall be paid within fifteen (15) days after receipt of such Customer.

(b) The City shall notify Contractor in writing of any Residential Unit, Commercial Unit, and Industry Units, except for temporary Roll-Off Bins, Customer that has failed to pay the City for waste collection services, and Contractor, upon written direction from City, shall cease servicing such delinquent Residential Unit until notified by the City. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.

(c) The City shall be entitled to receive a twenty-three percent 23% fee which includes a fifteen percent 15% franchise fee (the "Franchise Fee") and an eight percent 8% billing fee (the "Billing Fee") for all exclusive services rendered by Contractor hereunder. The City shall retain the Franchise Fee and Billing Fee prior to payment of

Contractor's invoices based on payments actually received by the City. The City's Franchise Fee and Billing Fee shall not apply to non-exclusive temporary Roll-Off Bin services or equipment provided by Contractor.

9. **MODIFICATION TO RATES:**

- 9.01 **CPI Adjustment** . Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" and will not be adjusted for changes in the CPI (as hereinafter defined), until January 1, 2016. On January 1, 2016, and each January 1 thereafter, the then existing Base Rates shall be adjusted by the percentage equal to the same percentage as the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the preceding twelve months.. During any renewal term of this Agreement, the then existing Base Rates shall be adjusted annually, on each anniversary date of this Agreement, by the same percentage as the C.P.I. shall have increased during each of the preceding twelve (12) months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

Commercial Dumpster Price Adjustment. Base rates charged by the Contractor for Commercial Unit Dumpsters will increase by eight percent (8%) on January 1, 2016; and by twelve percent (12%) on January 1, 2017, over and above the annual CPI adjustment.

- 9.02 **Fuel Surcharge** Every calendar or calendar quarter, the Base Rates shall be subject to a fuel surcharge as follows: an additional one percent (1%) for every twenty cent (\$0.20) increase in the price of diesel fuel above and including \$3.65 per gallon (with a 1% surcharge beginning at \$3.65 per gallon and a 2% surcharge at \$3.85 per gallon, etc.). The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the "Gulf Coast". The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The determination of the average price of diesel fuel from the aforesaid website shall be made on the first Monday prior to the end of the quarter (or the first business day thereafter if such Monday is a Federal Holiday).
- 9.03 **Additional Adjustments**. Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon sixty (60) days' written notice to the City, to offset any change in

conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Documentation of such increases shall be submitted to the City at its request.

10. CITY'S OBLIGATIONS:

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The City shall notify Contractor of Customers to be added or dropped from Contractor services, or of any change in Customer service;
- (c) The City shall timely pay Contractor pursuant to Section 8 of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers;
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues; and
- (f) The City shall educate Customers to encourage, promote and obtain proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out, and proper recycling techniques to minimize commingling.

11. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

12. OFFICE:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

13. ENFORCEMENT:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its remedy of enforcing this Agreement or any other City ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Commercial Unit and Industrial Unit Customers. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

14. TRANSFERABILITY OF AGREEMENT:

Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City which consent shall not be unreasonably withheld. Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall have the right to assign this Agreement, without the City's consent, (i) to an affiliate of Contractor, (ii) to a third party that acquires substantially all solid waste collection and transportation assets of Contractor utilized by Contractor in connection with Contractor's performance of its obligations hereunder, or (iii) to a third party that acquires the solid waste collection and transportation operating division of Contractor performing Contractor's services hereunder.

15. LANDFILL CAPACITY:

Contractor shall have and maintain during the term hereof, adequate disposal capacity for the City's needs.

16. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it

may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

17. **MEDIATION:**

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation, to be conducted in Harris County, Texas, unless otherwise agreed. The parties shall try in good faith to settle the dispute by mediation, but in no event shall they be obligated to pursue mediation that does not resolve the issue within thirty (30) days after the mediation is initiated or forty five (45) days after mediation is requested. The parties shall share the costs of the mediation equally.

18. **FORCE MAJEURE:**

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- (a) An actual or threatened act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;
- (b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
- (c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or
- (d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative

ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

19. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement, with a carrier reasonably acceptable to City, insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The policy or policies shall name the City as an additional insured, subject to Contractor's indemnities set forth herein, and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability- Property Damage	\$500,000	

20. INDEMNITY:

CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST ANY CLAIMS, LOSSES,

DAMAGES, ACTIONS, OR SUITS OF EVERY KIND, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES, TO THE EXTENT ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES OR WORK DONE BY CONTRACTOR UNDER THIS AGREEMENT, AND CAUSED BY CONTRACTOR'S NEGLIGENT OR WILLFUL MISCONDUCT IN PROVIDING THE SERVICES REQUIRED BY THIS AGREEMENT.

Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. In any matters where the Contractor is providing a defense to the City under its indemnity obligation, the City will reasonably cooperate with the Contractor in the defense, which includes making City witnesses available or providing access to information reasonably required in such defense.

21. PERFORMANCE BOND:

The Contractor will furnish a performance bond as security for the faithful performance of this Agreement. Said performance bond must be in an amount equal to \$100,000 for a term of three (3) years (or be renewed on an annual basis). The Contractor shall pay premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

22. OWNERSHIP:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

23. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

24. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

25. RECORDS:

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

26. ATTORNEY'S FEES AND VENUE:

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this agreement, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be exclusively in Harris County, Texas.

27. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at:

City of Seabrook, Texas
1700 First Street
Seabrook, Texas 77586
ATTN: City Manager

If to the Contractor at:

Waste Management of Texas, Inc.
3520 Pansy
Pasadena, Texas 77505

with a copy to:

Waste Management of Texas, Inc.
9708 Giles Road

Austin, Texas 78754
Attn: Senior Legal Counsel; and

CT Corporation System
350 North St. Paul Street
Dallas, Texas 75201

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

28. DISCRIMINATION PROHIBITED:

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

29. APPROPRIATION; SOVEREIGN IMMUNITY:

The City hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not applicable to this Agreement due to the nature of the services rendered by Contractor hereunder, and the City will not use such statute as a defense to payment hereunder. In addition, the City and Contractor acknowledge that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Government Code, specifically including §§ 271.151 through 271.160 of that Code, and including the attorney's fees provisions of §271.159.

30. STORM DEBRIS:

Contractor and City understand and agree that, in the event of a hurricane, tornado, major storm, natural disaster, Contractor shall have no obligation under this Agreement to collect any storm debris resulting therefrom.

31. NO COST SERVICES

Contractor agrees to provide to the City, at no additional cost to the City, Dumpster service at all City facilities, with size of such Dumpsters and frequency of collection as necessary based on the amount of Waste generated at such City facility. Contractor also agrees to provide, at no cost to the City, Waste collection and disposal services for the City's "Trash Bash" and Operation Sparkle events.

EFFECTIVE AS OF THE ____ DAY OF _____, 2014.

CITY:

CITY OF SEABROOK, TEXAS

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS,
INC.

BY:
Mayor

BY: _____
ITS: _____

ATTEST:

City Secretary,
City of Seabrook, Texas

APPROVED:

City Attorney

SCHEDULE "A"
Base Rates
City of Seabrook, Texas
January 1, 2015
(All Rates Include the City's Franchise Fee and Billing Fee)

Residential –\$20.95/per month
Commercial Hand Collect -\$45.86/per month
Multi-Family Recycle- \$2.97/per family unit per month

Container Size	Commercial Collection Frequency					
	1x/wk	2x	3x	4x	5x	6x
2yd.	\$88.63	119.32	147.19	171.24	189.33	225.40
4yd.	\$112.85	199.48	226.13	295.24	376.14	450.16
6yd.	\$146.56	268.67	326.64	447.06	563.29	688.35
8yd.	\$198.58	340.30	442.80	595.79	766.61	913.83

Compactor per pick up

	Haul Rate	Disposal	Total
40 cubic yard	\$284.86	427.26	712.12
28 cubic yard	\$284.86	299.08	583.94
Front Load Compacted per cubic yard		\$16.71	
Castor Charge per container per month		\$25.00 limited to 2 cubic yard containers	

Extra Pick up Fee

2 yd.	65.00
4 yd.	88.00
6yd.	111.00
8 yd.	136.00

Permanent Roll off Bin:

Delivery Fee 0

Rental per month 157.24

Rental per day 5.94

	Haul	Disposal	Total
20 cubic yard	225.50	204.15	429.64
30 cubic yard	225.50	306.21	531.71
40 cubic yard	225.50	408.28	633.78

Misc. Rates

Dead Head Fee 221.80

Relocate Fee 133.09

Truck Time 133.08/hour

Any additional services requested by Customers will be negotiated directly between the Customer and the Contractor.

SCHEDULE B RECYCLABLE MATERIALS SPECIFICATIONS

Recyclable Materials shall be loose, not bagged, and include the following:

- Aluminum food and beverage containers – rinsed and empty
- Glass food and beverage containers (brown, clear, or green) – rinsed and empty
- PET plastic containers with the symbol #1 – rinsed and empty
- HDPE plastic containers (natural and pigmented) with the symbol #2 – rinsed and empty
- Mixed plastics with symbols #3, #4, #5, #6, and #7 (excluding polystyrene foam, e.g. packing peanuts, etc.) – rinsed and empty
- Newsprint and associated inserts
- Old corrugated cardboard boxes/sheets
- Mixed paper which shall include magazines, catalogs, telephone books, paperboard/ boxboard containers, paperback books, printer paper, copy paper, mail, and all other office/school paper without wax liners or plastic coatings

All tin cans, glass containers, and aluminum cans must be rinsed and empty. All plastic containers must be rinsed and empty, with caps removed. All Fiber must be dry and free of food debris and other contaminating material. Tissues, paper towels or other paper that has been in contact with food is not acceptable.

Any material not a listed Recyclable is a Non-Recyclable.

Non-Recyclable Materials include but are not limited to:

- Microwave trays
- Expanded polystyrene or polystyrene foam (e.g., foam packing peanuts)
- Mirrors
- Window or auto glass
- Bagged materials (even if containing Recyclables)
- Light bulbs
- Ceramics
- Porcelain
- Plastic bags
- Wire/metal hangers
- Glass cookware/bakeware
- Household appliances, such as coffee pots, toaster, etc.
- Tissues, paper towels or similar paper products that have been in contact with food
- Batteries
- Tires
- Medical waste/sharps
- Materials that will impair the durability of the receiving facility's equipment

- Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension
- Materials that: (a) contain chemical or other properties deleterious, or capable of causing material damage, to any part of Contractor's property, its personnel or the public; and/or (b) may materially impair the strength or the durability of the Contractor's structures or equipment.

If a load of materials does not meet these Specifications, the load may be rejected and/or the Customer may be charged additional processing, return, or disposal costs. Recyclable Materials may not contain more than 10% non-Recyclables.

Contractor makes no representations as to the marketability of the Recyclable Materials, and may dispose of Recyclable Materials when no reasonable commercial market exists. Recyclables may be deleted from the list by Contractor if no reasonable commercial market for the Recyclable Material no longer exists.



strategicPLAN

The City of Seabrook's 2014 Strategic Plan and Report is a road map that helps guide the city through the next few years. The plan identifies several areas of emphasis and the strategic initiatives needed to build a solid organization and community through responsible financial planning, excellent customer service, transparent communication, community involvement, regional partnerships, sustainability, livability, neighborhood preservation, infrastructure improvements, tourism and economic development.

visionSTATEMENT

Seabrook is a sustainable, energetic and beautiful coastal community that embraces environmental stewardship, fosters safe neighborhoods and promotes tourism and economic diversity.

City's Mission

The City of Seabrook is responsive, innovative and fiscally sound in delivering services that preserve, protect and enhance quality of life.



2014 Seabrook City Council

Robert Llorente, Mike Giangrosso, Mayor Pro Tem Gary Johnson,
Mayor Glenn Royal, Melissa Botkin, Thom Kolupski, O.J. Miller

leadershipPHILOSOPHY

Seabrook City Council will....

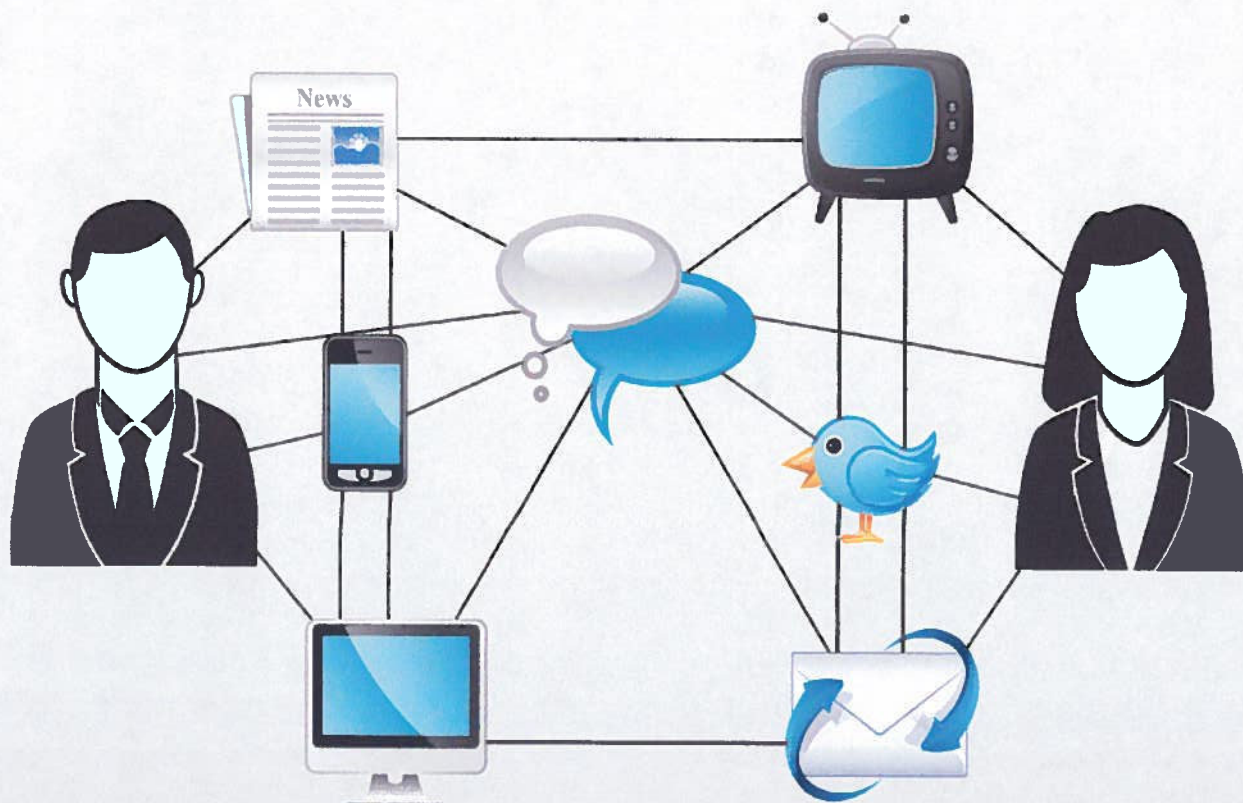
- › Lead by example - willing to act first.
- › Be empathic.
- › Be creative.
- › Educate citizens.
- › Ask questions.
- › Find consensus.
- › Make good policy.
- › Be a good listener.
- › Be a good student.
- › Be fiscally responsible.
- › Compromise when possible.
- › Have a long-range vision.
- › Focus on the main things.
- › Have and use a filter.
- › Be approachable - open door policy.
- › Be inclusive of all Council members.
- › Respect their peers and their peers' opinions.
- › Be a positive cheerleader... an ambassador.
- › Understand individual Council members' strengths and weakness
- › Overlook personality traits and look to the issues.
- › Meet the community's expectations as best as possible.
- › Respectfully recognize that Council members are still colleagues after the meeting.
- › Respect the administrative chain of command.
- › Understand their role as policy makers acting through the City Manager.
- › Understand the details of issues and implications of decisions.
- › Understand and manage expectations.
- › Support the decision of the majority in the community.
- › Keep the negative to a minimum.
- › Emphasize the values of the individual Council members - honesty, respect, trustworthy, loyalty, a moral compass, sincerity, accountability and pride.



communication**PHILOSOPHY**

Seabrook City Council will communicate....

- › Clearly.
- › By responding.
- › By listening first.
- › By being honest.
- › By admitting uncertainty.
- › Through proper channels.
- › Person to person when possible.
- › In a timely, reliable and accurate manner.
- › According to the rules of the City Charter.
- › By developing a clear consistent message.
- › By not making promises that cannot be kept.
- › By first investigating before giving the answer.
- › By utilizing social media and new technologies.



city**EXPECTATIONS**

COUNCIL

expects fellow members to...

- › Respect one another.
- › Be civil with one another.
- › Be honest with one another.
- › Be open and transparent.
- › Cooperate with one another.
- › Properly deliver their position.
- › Allow speakers to complete their point.
- › Seek and understand each other's perspectives.

COUNCIL

expects city staff to...

- › Work in a cooperative manner.
- › Be an informative resource.
- › Be educated on issues.
- › Provide training to Council.
- › Be consistent and reliable.
- › Understand the city's vision.
- › Provide expert recommendations.
- › Communicate clearly.
- › Be accountable to Council & citizens.
- › Bring up issues for Council's consideration.
- › Be comfortable when approaching Council.
- › Develop pros & cons for Council's consideration.

STAFF

expects city council to...

- › Be practical with solutions.
- › Have realistic expectations.
- › Disagree agreeably.
- › Ask questions.
- › Use the proper channels.
- › Be involved in the community.
- › Be supportive of staff.
- › Trust their opinions, expertise & knowledge.
- › Speak out on issues appropriately.
- › Support staff when unfunded mandates arise.
- › Avoid negative media attention.
- › Make the *right* decision - not just the *popular* one.



economicDEVELOPMENT

Economic development strategies reflect the diversity, values, interests and desires of Seabrook businesses and citizens.

SH 146



Expansion

- ▶ Hire consultant to develop Master Comprehensive Plan and Design Plan
HIGH PRIORITY > EDC/GF BUDGET EST. \$60k-\$100k > COMPLETE
- ▶ Update, complete & present Master Comprehensive Plan
HIGH PRIORITY > AUGUST 2015
- ▶ Present design plans to assist P&Z in creating standards for SH 146
MID PRIORITY > SEPTEMBER 2015

Diversify



Economy

- ▶ Seek Class "A" office space and higher end retail
MID PRIORITY > ONGOING
- ▶ Define and communicate areas of prime development
HIGH PRIORITY > IN PROGRESS
- ▶ Maintain and expand existing incentive packages
MID PRIORITY > JANUARY 2015
- ▶ Expand and refine facade improvement incentives
MID PRIORITY > EDC BUDGET > IN PROGRESS
- ▶ Recruit a grocery anchor
HIGH PRIORITY > EDC BUDGET > IN PROGRESS
- ▶ Recruit a full service hotel
HIGH PRIORITY > EDC BUDGET > IN PROGRESS
- ▶ Create destination type development
HIGH PRIORITY > EDC BUDGET > IN PROGRESS
- ▶ Attract medical services
HIGH PRIORITY > EDC BUDGET > ONGOING
- ▶ Attract professional office space
HIGH PRIORITY > EDC BUDGET > ONGOING

Improve City



Services

- ▶ Work with City Engineer to develop new Capital Improvement Plan (CIP)
HIGH PRIORITY > EDC/GF BUDGET > COMPLETED SEPT. 2014
- ▶ Pasadena Water Contract
HIGH PRIORITY > OFFERS DECLINED > 5-YEAR WATER RATE STUDY
- ▶ Seek out funding for infrastructure development and improvements
MID PRIORITY > ONGOING

Team Facilitator: Paul Chavez

Team Members: Pam Lab and Sean Landis

Partners: Comprehensive Planning Committee, Planning & Zoning Commission, City Staff, H-GAC/TxDOT, BAHEP/Economic Alliance/Greater Houston Partnership, City of Pasadena, State & Federal Government Agencies

organizationalDEVELOPMENT

Organizational development is the driving force that serves the employees the organization and the Seabrook community.



Bond Election

- ▶ **Conduct an internal Needs Assessment**
HIGH PRIORITY > COMPLETE
- ▶ **Create a staff committee**
HIGH PRIORITY > COMPLETE
- ▶ **Conduct workshops with architect, staff and Council**
HIGH PRIORITY > COMPLETE
- ▶ **Conduct a cost workshop**
HIGH PRIORITY > COMPLETE
- ▶ **Informative three month campaign**
HIGH PRIORITY > COMPLETE
- ▶ **Construction**
HIGH PRIORITY > FUNDS RELEASED JANUARY 2015



Improve City Facilities

- ▶ **Conduct Needs Assessment of city facilities**
MID PRIORITY > FEBRUARY 2015
- ▶ **Meet with employees in high need departments**
MID PRIORITY > MARCH 2015
- ▶ **Develop detailed report of improvements**
MID PRIORITY > APRIL 2015
- ▶ **Meet with management staff to prioritize needs**
MID PRIORITY > APRIL 2015
- ▶ **Meet with finance to discuss finance options**
MID PRIORITY > APRIL 2015
- ▶ **Select financing options and develop improvement schedule for CIP**
MID PRIORITY > MAY 2015



Comprehensive Capital Improvement Plan

- ▶ **Develop staff and management committee**
HIGH PRIORITY > ONGOING
- ▶ **Complete an updated draft of the 5-year Comprehensive CIP**
HIGH PRIORITY > APRIL 2015
- ▶ **Hold workshops with Council and staff during Budget Process**
HIGH PRIORITY > APRIL 2015
- ▶ **Finalize and approve CIP with timeline for improvements**
HIGH PRIORITY > SEPTEMBER 2015

organizational**DEVELOPMENT**

Organizational development is the driving force that serves the employees the organization and the Seabrook community.



Recruitment Retention

- ▶ **Develop RFP and conduct a personnel survey**
HIGH PRIORITY > GF BUDGET \$22k > SEPTEMBER 2015
- ▶ **Develop a draft of the 5-year Personnel Plan**
HIGH PRIORITY > MARCH 2015
- ▶ **Develop and fund Personnel Training and Certification Program**
MID PRIORITY > SEPTEMBER 2015
- ▶ **Develop and fund Recruitment Incentives**
HIGH PRIORITY > IN PROGRESS
- ▶ **Develop recruitment marketing campaign**
HIGH PRIORITY > JULY 2015
- ▶ **Develop new retention strategies**
MID PRIORITY > IN PROGRESS
- ▶ **Develop and start generational training**
MID PRIORITY > JULY 2015

Team Facilitator: Chief Sean Wright

Team Members: Jessica Ancria, Myra Bergeron, Arthur Chairez, Jeff Galyean, Mike Gibbs, Kevin Padgett and Jose Sanchez

Partners: City Engineer, Outside Consultants, TML and Professional Organization, HGAC, Training Academies and Institutions

cityGOVERNANCE

The City of Seabrook will continue to have the governing body recognize their responsibility for proper governance and the need to conduct its business in an orderly and effective manner.



Charter Limitations

- ▶ Recommendation for review by Charter Review Commission for an amendment to term limits for elected officials
HIGH PRIORITY > IN PROGRESS FEBRUARY 2015
- ▶ Recommendation for review by Charter Review Commission for an amendment to spending limits for the city budget
HIGH PRIORITY > IN PROGRESS FEBRUARY 2015
- ▶ Provide for a city charter review by Council and staff prior to the appointment of a Charter Review Commission
HIGH PRIORITY > COMPLETE



Advance Legislative Influence

- ▶ Identify and utilize networking opportunities with national, state and local organizations
MID PRIORITY > ONGOING
- ▶ Research and investigate intergovernmental and inter-local model agreements; need for an Emergency Services District
HIGH PRIORITY > IN PROGRESS (ELECTION NOV. 2015)
- ▶ Lobby and advocate for the City of Seabrook
MID PRIORITY > ONGOING



Full Disclosure Policy

- ▶ Develop ordinance revisions to require annual disclosure
HIGH PRIORITY > COMPLETE
- ▶ Review and research possible language for charter amendments by staff for Charter Review Commission
HIGH PRIORITY > COMPLETE
- ▶ Provide annual training to elected officials on responsibilities and communicate ongoing training opportunities
MID PRIORITY > COMPLETED SPRING 2014 > ONGOING IN 2015

Team Facilitator: Gayle Cook

Team Members: Joyce Bice, LeaAnn Dearman, Michele Glaser, Rene Trevino and George Szakacs

Partners: Seabrook Mayor and City Council, Seabrook Management Staff, charter Review Commission, Texas Municipal League and Neighboring Cities

cityCOMMUNICATION

The City of Seabrook will inform and engage with citizens, businesses and visitors by providing and responding with timely, reliable and accurate information.



Team Facilitator: LeaAnn Dearman

Team Members: Paul Chavez, Gayle Cook, Jeff Galyean, Michele Glaser, Jose Sanchez, George Szakacs and Chief Sean Wright
Partners: Seabrook Mayor and City Council, Seabrook Management Staff, Outside Vendors, Citizens, Texas Municipal League, Certified Public Communicators, Texas Association of Municipal Information Officers, Texas Association of Telecommunication Officers and Advisors, Economic Development Partners, Bay Area Houston Convention and Visitors Bureau, Bayport Cruise Terminal and Seabrook Businesses and Hotels

In April 2014, the Seabrook City Council and key staff held a Strategic Planning Workshop for the 2014/2015 fiscal year. The strategic planning process was facilitated by Ron Cox Consulting and as a result the 2014 Strategic Plan and Report was developed.

The plan highlights the city's vision and mission plus their leadership and communication philosophies and expectations. Several areas of emphasis were identified that included Economic Development, Organizational Communication, Governance and Communication. Initiatives were then outlined followed by action steps that were given a priority and time-frame for completion.

The 2014 Strategic Plan and Report was approved and adopted by the Seabrook City Council in July 2014. This document is subject to change.

SEABROOK

strategicPLAN

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
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.	Resurfacing should start by 11/14
23	OPEN/IN WORK	11/4/2014			Mayor/ City Mgr.			5.1	Provide periodic updates on TxDOT's progress to improve/widen SH 146.	
29	OPEN/IN WORK	9/16/2014			Staff			6.1	Provide updates on resurfacing of Todville	

November 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 Master Plan Review 6 p.m.	4 ELECTION DAY 7 a.m.—7 p.m. Council 7 p.m.	5	6 Open Space 5 p.m. EDC 7 p.m. P&Z 7 p.m.	7	8
9	10 Charter Review 7 p.m.	11	12	13 Economic Alliance Banquet 6 p.m.	14	15 Happy Hikers
16	17 Master Plan 6pm Charter Review 7 pm	18 Council 7 p.m.	19	20 P&Z	21	22
23	24	25	26	27 Thanksgiving Holiday	28 Thanksgiving Holiday	29
30						

December 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 Joint meeting 6 pm. Council 7 p.m.	3	4 Open Space 5pm Xmas Tree Lighting 7 p.m.	5	6 Breakfast with Santa
7	8 Charter Review	9	10	11 EDC	12	13
14	15 Charter Review	16 Council?	17	18 HCMCA	19	20
21	22	23	24 Christmas Holiday	25 Christmas Holiday	26	27
28	29	30	31	1/1 New Year's Holiday		