SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, MAY 19, 2015 - 7:20 PM

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY MAY 19, 2015 AT 7:20 PM** IN THE SEABROOK CITY HALL COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

THIS MEETING WILL BEGIN AFTER THE SPECIAL MEETING TO CANVASS THE ELECTION AND THE RECEPTION TO HONOR INCOMING AND OUTGOING COUNCILMEMBERS.

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 Approve nominations for volunteer recognition which include Melanie Bentley, David Fosdick, Cristin Rogers, Jess Strickland and Tara Canales. Nominations were made by the Open Space & Trails Committee and if approved by Council,

will be recognized at the June 2 meeting. (OSC)

ATTACHMENT 2

2.2 Approve an Interlocal Agreement with Harris County Department of Education for the purpose of purchasing goods and services under competitively bid contracts as provided by Section 271.102 of the Texas Local Government Code and authorize the city manager to execute the agreement. (Cook)

2.3 Approve excused absences for Councilors Giangrosso and Llorente for the May 5, 2015 Council Meeting and for Councilor Llorente for the May 19, 2015 Council meeting. (Glaser)

ATTACHMENT 3

2.4 Approve Resolution No. 2015-15, "Amendment to Personnel Policies - Vacation Policies". (Sanchez)

A RESOLUTION AMENDING RESOLUTION NO. 2008-08, "PERSONNEL POLICIES" ADOPTED ON MAY 6, 2008 AND RESOLUTION NO. 2010-15, AMENDMENT TO PERSONNEL POLICIES" ADOPTED ON AUGUST 3, 2010 BY AMENDING CHAPTER 5, SECTION 23 AND CHAPTER 6, SECTION 10, DEALING WITH VACATION POLICIES, INCLUDING ACCRUAL AND FINAL PAYMENT AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENT 4

2.5 Approve the April 10, 2015 special City Council meeting minutes. (Glaser)

ATTACHMENT 5

2.6 Approve the May 5, 2015 regular City Council meeting minutes.

ATTACHMENT 6

2.7 Approve the April 2015 Building Report. (Landis)

ATTACHMENT 7

2.8 Approve the April 2015 Public Safety Report. (Wright)

END OF CONSENT AGENDA

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

ATTACHMENT 8

3.1 Consider approval authorizing the City to convey a 12' wide easement to Dow Hydrocarbons and Resources, LLC for a 12" Ethane Pipeline and authorize the city manager to execute.
(Cook)

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

ATTACHMENT 9

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

ATTACHMENT 10

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

5.0 EXECUTIVE SESSION

The City Council will now hold a closed executive meeting pursuant to the provisions of the open meetings Act, Charter 551, Government Code, and Vernon's Texas Codes Annotated, in accordance with the authority contained in one or more of the following sections: Section 551.071, Consultation with Attorney; Section 551.072, Real Property; Section 551.073, Deliberation Regarding a Prospective Gift; Section 551.074, Personnel Matters; Section 551.076. Security Devices; and Section 551.087, Economic Development.

Section 551.071

5.1 Consult with attorney to receive legal advice to address legal issues associated with proposed right of way use agreement requested by Dow Hydrocarbons and Resources LLC, as provided by Section 551.071 of the Texas Government Code. (Cook)

6.0 OPEN MEETING

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

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

CERTIFICATE

I certify that this notice was posted on the bulletin board on or before Friday, May 15, 2015 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

_____

Michele L. Glaser, TRMC
City Secretary

EXCERPT FROM THE DRAFT MINUTES OF OPEN SPACE & TRAILS COMMITTEE MEETING OF MAY 7, 2015.

2.3 Confirmation of volunteer recognition and presentation to Council.

Ms. Burton stated that at the April meeting members had unanimously voted on the selection of Tara Canales, David Fosdick, Jess Strickland and Cristin Rogers to receive recognition as Super Volunteers at the June 2 council meeting. She proposed that Melanie (Mel) Bentley also be included for all the work she has done in the city. Members agreed to the addition of Ms. Bentley.

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, MAY 19, 2015

Submitter/Requestor: Cook **Date Submitted: 5/7/2015 3:16:38 PM**

Presenter: Cook

Description/Subject:

Consider approval of an Interlocal Agreement with Harris County Cooperative Agreement with Harris County Department of Education for the purpose of purchasing goods and services under competitively bid contracts as provided by Section 271.102 of the Texas Local Government Code.

Purpose/Need: NA

Background/Issue(What prompted this need):

Choice Partners Purchasing Co-op, a division of Harris Co. Dept. of Education (a school district, not affiliated with the county) offers 5 areas of contracts (see attached Awarded Contracts) that the city could access by signing an interlocal agreement. Membership is FREE. Choice Partners promote a 1:1 relationship between city and the vendor where Choice Partners act as an ombudsman to assist when needed.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

One of the areas offered is technology including copiers. Dahill, a Xerox rep, has spoken with George Szakacs regarding the pricing he can offer through Dahill's Choice contract. Per the language of our interlocal (attached), Seabrook may begin using any of our contracts after the initial signature.

Attachments:

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

HCDE Interlocal Agreement

HCDE Current Pre-bid Contract as of 3-2015
HCDE - Additional Information

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

Funding Comments:

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

Suggested Motion:

Motion to approve an Interlocal Agreement with Harris County Department of Education to participate in a Cooperative Purchasing Program for the purpose of purchasing goods and services as provided by Section 271.102 of the Texas Local Government Code.

Agenda Language:

Approve an Interlocal Agreement with Harris County Department of Education for the purpose of purchasing goods and services under competitively bid contracts as provided by Section 271.102 of the Texas Local Government Code and authorize the city manager to execute the agreement. (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.)

Interlocal Contract - City
Between Harris County Department of Education
& City of Seabrook

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal and Cooperative Purchasing Program Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and City of Seabrook ("CITY"), located in Harris County, for the purpose of providing services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and CITY desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.

2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

3. Purpose and Scope of Work.

A. HCDE agrees to:

- Provide CITY with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
- Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
- Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.

B. CITY agrees to:

- Participate in any or all of the services that HCDE has to offer.
- Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
- Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.

- Assign the appropriate person to act as representative to each respective program delivered.

4. As is. HCDE makes this Contract available to HCDE participating entities "as is" and are under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of CITY.

5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

6. Conflict of Interest. During the Term of HCDE's service to CITY, CITY, its personnel and agents, shall not, directly or indirectly, whether for CITY's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

7. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education	City of Seabrook
Attn: James Colbert, Jr.	Attn: Gayle Cook
County School Superintendent	Title: City Manager
6300 Irvington Blvd.	Address: 1700 First Street
Houston, Texas 77022	City, State, Zip: Seabrook, TX 77586
713-694-6300	Phone: 281-291-5688
	Email: gcook@seabrooktx.gov

9. Relation of Parties. It is the intention of the parties that CITY is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and CITY or HCDE and any of CITY's agents.

10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide CITY these services. During the Term of Contract, CITY reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.

11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
    - By CITY upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
    - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
    - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the CITY. Both parties agree to allow the CITY to use any or all of the services with no charge from HCDE, including Choice Partners.

    The CITY agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interlocal Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Master Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

14. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

15. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

16. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and CITY have executed this Contract to be effective on the date specified in Article 1. Term above:

Seabrook	Harris County Department of Education
Name of City	
Authorized Signature	
Gayle Cook	James Colbert, Jr.
Printed Name	
City Manager	County School Superintendent
Title	
Date	Date

New contracts are awarded frequently.

MARCH 2015

AWARDED CONTRACTS

FACILITY SERVICES

APPLIED TECHNOLOGY LAB
Creative Learning Systems

ART & ARTWORK

ADVISORY SERVICES
Art + Artisans Consulting*

ATHLETIC SURFACES
Hellas Construction, Inc.
Jelco
Paragon Sports Constructors
Soil Express

BUILDING CLEANING, EXTERIOR
Americlean

BUILDING CONTROLS
Automated Logic
Digital Air Control, Inc.

BUILDING SUPPLIES
McCoy's Building Supply

COMMUNICATIONS CABLING
Interfacing Company of Texas
Pfeiffer & Son

CONCRETE SERVICES
Corestone Construction Services*

CONSTRUCTION PHOTOGRAPHIC DOCUMENTATION SERVICE
Delta-T Digital Archiving
Multivista

CONSTRUCTION-IDIQ (JOC)
Adept Facilities & Design*
Alpha Building Corporation*
BaseLine Paving & Construction, Inc.*
Basic IDIQ
Centerline Construction Services, Inc.
Construction Masters of Houston
E Contractors USA
Facilities Sources*
Falkenberg Construction Co., Inc.*
Herrera & Hunt Inc.*
Horizon International Group LLC*
Hunt & Associates Inc.
Kellogg Brown & Root LLC (KBR)
Millennium Project Solutions, Inc.*
P2MG
Panhandle Steel Buildings Inc.*
Quad-Tex Construction, Inc.,
Tommy Klein Construction*
Vaughn Construction

DIASTER MITIGATION
Blackmon Mooring/BMS CAT
Facilities Sources*
Gerloff Company, Inc.
Mooring Recovery Services
Polygon US Corporation
Power Vac America, Inc.
Rapid Recovery

DIASTER MITIGATION (Continued)
SERVPRO Spring/Tomball
SERVPRO Woodlands/Conroe*
Texas General Contractors, Inc.

DISASTER RECOVERY & RESTORATION
Blackmon Mooring/BMS CAT
Facilities Sources*

DOOR HARDWARE SUPPLIES
Acme Architectural Hardware

ELECTRIC VEHICLE CHARGING STATIONS
ABM Building Services, Inc.

ELECTRICAL CONTRACTOR SERVICES
LMC Corporation*
Millennium Project Solutions, Inc.*
Open Tech
Trio Electric

ELECTRICAL SUPPLIES
Crawford Electric Supply Co.

ELEVATOR SERVICE
A & F Elevator
EMR Elevator, Inc.

ENERGY CONSULTING & PROCUREMENT
Amerex Energy Services

ENERGY MANAGEMENT & CONSERVATION (ESCO)
Ameresco, Inc.
Chevron Energy Solutions

ENERGY PURCHASE & AGGREGATION
Reliant Energy

FENCING SERVICES
Acme Fence Services, Inc.*

FIRE SUPPRESSION SERVICE
Detection & Suppression International, Ltd

FLOORING SERVICES
Business Flooring Partners, LLC*
Clean Tile and More, Inc.
Corporate Care
Maintenance Solutions, Inc.
Tandus Centiva US, LLC

FUEL & LUBRICANTS
Blenders Direct*
Diplomat Petroleum, LLC*
Octcet, Inc.
Petroleum Traders
Petroleum Wholesale, L.P.
Sun Coast Resources, Inc.*
Sundance Fuels, Ltd.

HVAC EQUIPMENT & SERVICE
A/W Mechanical Services, LP
ABM Building Services, Inc.
Automated Logic
Custom Air Products & Services, Inc.

HVAC EQUIPMENT & SERVICE (Continued)
Dominion Air & Heat, LLC*
ERC Environmental & Construction Services*
Facilities Sources*
Goes Sales of Texas*
Gowan, Inc.
Heat Transfer Solutions
Hunton Services
Letsos Company Mechanical Contractors
Open Tech
T&R Mechanical, Inc.*
Texas Specialty Products, LTD
The Brandt Companies, LLC.
Washington & Sons A/C and Heating, LLC*

HVAC EQUIPMENT & SUPPLIES
Century A/C Supply, LP
Johnson Supply
Lennox International

INDUSTRIAL EQUIPMENT
H&V Equipment Inc.
Lansdowne Moody Co L.P.
United Rentals
Zimmerer Kubota & Equipment

LANDSCAPE & MAINTENANCE SERVICES
Bio Landscape & Maintenance, Inc.
Houston GroTech Services
Metropolitan Landscape Management

M&O PARTS & EQUIPMENT
BEVCO Consultants LLC*
Interline Brands

MECHANICAL, ELECTRICAL, & PLUMBING SERVICES (MEP)
Raven Mechanical, LP

MODULAR BUILDINGS
GroundFORCE Building Systems
M Space Holdings, LLC
Modular Management Group, Inc.*

PAINTING SERVICES
BaseLine Paving & Construction, Inc.*
ERC Environmental & Construction Services*
LMC Corporation*

PARKING LOT & STREET CLEANING SERVICES
Southern Care Sweeping & Paving Co.

PEST CONTROL SUPPLIES
Ensystex Inc.

PLAYGROUND SYSTEMS
Adventure Playground Systems, Inc.
Duraplay, Inc.
McKenna Contracting Inc.*
Playgrounds Today Inc.*

PLUMBING SERVICES
C.M. Grossman Plumbing
Gowan, Inc.
Letsos Company Mechanical Contractors

PLUMBING SUPPLIES
City Supply Co. Inc.

PRE-ENGINEERED STEEL BUILDINGS
Schramme Construction

RAMPS, WALKWAYS, STAIR SYSTEMS
REDD Team by Sapa

REPAIR & RENOVATION SERVICES - IDIQ
AAA Time Saver Services*
Facilities USA, LLC
Mitchell Contracting*
Nash Industries, Inc.
Soteria Safety Services, LLC
Williamson Restoration, Inc. *

ROOFING (BUILDING ENVELOPE)
American Contracting USA, Inc.*
Atlas Universal*
Benco Construction*
CBS Roofing Services
Centennial Moisture Control, Inc.
CS Advantage USAA Inc.*
D&G Quality Roofing*
Facilities USA
Hefner Roofing, LLC
Hi-Mark Roofing & Waterproofing
J Reynolds & Company
John A. Walker Roofing Co., Inc.
LD Tebben Company, Inc.
Liqua Tech*
Lydick-Hooks Roofing Co. of Lubbock, Inc.
PRC Roofing & Sheet Metal*
Reliable Commercial Roofing Services, Inc.
Saratoga Roofing & Construction
Sea-Breeze Roofing Inc.
Tadco Roofing*
Tecta America CS LLC
Tri-Lam Roofing & Waterproofing, Inc.
Weatherproofing Services*

SAFETY (FIRE, SECURITY & SURVEILLANCE)
Alarm Integrations, LLC
Quality Security Systems*
Video Insight
Zed Security LLC*

* HUB/MWBE

(Continued on next page)

AWARDED CONTRACTS

MARCH 2015

New contracts are awarded frequently.

SIDEWALK TRIP HAZARD REMOVAL SERVICE
- Precision Safe Sidewalks, LLC

SIGNAGE
- Kaiser International, Inc.
- National Signs, Ltd

THIRD PARTY CODE INSPECTION SERVICE
- Bureau Veritas

TREE TRIMMING
- Asplundh Tree Expert Co.
- Bartlett Tree Expert Company

TRENCHLESS TECHNOLOGY REHABILITATION
- SAK Construction, LLC

WASTE & RECYCLING SERVICES
- Waste Management*

WINDOWS, DOORS & HARDWARE
- ERC Environmental & Construction Services*
- LMC Corporation*
- Miracle Method Mid-Cities
- SpecPro, Inc.

FOOD/CAFETERIA SUPPLIES

BREAD PRODUCTS
- Kurz & Company

CASH COUNTING SYSTEMS
- Automated Financial Systems

DAIRY PRODUCTS
- Borden Milk

DIGITAL SIGNAGE FOR FOOD SERVICE
- Epicure Digital Systems
- Schoool Nutrition and Fitness

FOOD EQUIPMENT
- ISI Commercial Refrigeration
- Preferred Food Service Design
- Shepherd Food Equipment*
- Texas Food Service Equipment*

FOOD EQUIPMENT & SMALL WARES
- Ace Mart
- Edward Don & Company
- Jean's Restaurant Supply
- Kommercial Kitchens
- Pasco Brokerage*

FOOD EQUIPMENT PARTS
- Heritage Food Service

FOOD EQUIPMENT SERVICE
- Hobart Service

FOOD SERVICE MANAGEMENT
- Lagniappe Dining Services

FOOD SERVICE SUPPLIES
- Calico Industries, Inc.
- Orr Textile Company, Inc.*
- Pollock Paper Distributors
- Pyramid School Products*
- Wallace Packaging, LLC
- Xpedx

FROZEN & CHILLED BEVERAGE PRODUCTS
- Sunny Sky Products/Iced D Lites
- Trident Beverage
- Tropical Flurry

GROCERY PRODUCTS
- Glazier Foods Company
- Labatt Food Service

ICE CREAM PRODUCTS
- Blue Bell Creameries
- La Brisa Ice Cream*

KITCHEN CLEANING & SERVICES
- AutoChlor
- Ecolab, Inc.
- Hygeia Enviro-Clean, Inc.
- Magnus Procurement & Logistic Solution, Inc.
- Pollock Paper Distributors
- SFSPortion Pac

NUTRIENT ANALYSIS SOFTWARE
- Health-e Meal Planner Pro

PIZZA PROGRAM
- Smart Mouth Foods

PRODUCE
- Brothers Produce
- Chef's Produce
- Scarmardo Produce
- Third Coast Fresh

SCHOOL NUTRITION SOFTWARE
- Heartland School Solutions
- Meals Plus
- PCS REvenue Control Systems, Inc.

VENDING MACHINES
- H.A. Franz

WATER (DRINKING) & COOLERS
- Ozarka (Nestle Waters North America)
- Sparkletts (DS Waters)

SERVICES

AUTOMOTIVE TECHNOLOGY TRAINING
- Atech Training, Inc.

AVIATION MAINTENANCE TRAINING
- MIAT Institute of Technology

AWARD JACKETS, SCREEN PRINTING, & EMBROIDERY
- Balfour Company
- Butler Business Products, LLC*
- DBS Texas
- Positive Promotions

BUS ARM VIOLATION DETECTION SYSTEM
- American Traffic Solutions
- Bus Shield, LLC*
- Redflex Student Guardian
- Texserve

BUS SERVICE (CHARTER)
- AFC Transportation
- Goodman Bus*

DIGITAL IMAGING & ARCHIVING
- Databank IMX
- The Windward Group, LLC.

DRUG TESTING SERVICES
- Forward Edge, Inc*
- Pinnacle Medical Management

FUEL CARD MONITORING
- WEX, Inc. (Wright Express Financial Services Corp)

FUEL CARD MONITORING, GPS, & BULK FUEL
- Impac Fleet*

HEALTHCARE TRAINING
- Matters of Health

JANITORIAL CLEANING SERVICES
- ABM Janitorial Services
- Ambassador Services, LLC
- Hospitality Cleaning Solutions*
- Metroclean Commerical Building Services*
- Tulip Building

MOVING SERVICES
- A-Rocket Moving & Storage*
- Pioneer Contract Services
- Roadrunner Moving & Storage

ONLINE TUTORING
- Focus EduVation, Inc.
- Laureate Learning Center
- Tutor Pace, Inc.

PEST CONTROL SERVICES
- Holder's Pest Solutions

PRINTING & COPYING SERVICES
- Bayside Printing*
- Houston ISD (PS1)
- Pamela Printing
- Signature Aspen Imaging, LLC
- Simon Printing
- Texas Litho*
- Thomas Printworks (A&E Graphics)

SECURITY OFFICER SERVICES & PRIVATE INVESTIGATION WORK (OFF-DUTY POLICE)
- Executive Threat Solutions LLC*

TELE-MEDICINE
- Doc-Aid Telemedicine Services*
- Lone Star Telemedicince Services
- Phonoscope Health Network

TEMPORARY PERSONNEL SERVICES
- ExecuTeam Staffing LP*
- National ProSource
- ObjectWin Technology, Inc.*
- Prime Systems*
- Staffmark
- Superior Talent Resources, Inc.
- TEK Systems, Inc.

WEB-BASED EDUCATION & CERTIFICATION
- Certification Partners
- Digital Quest
- New Horizons Computer Learning Center*
- Odysseyware
- TCC Learning, LLC
- Teaching Systems, Inc.

SUPPLIES & PRODUCTS

ACADEMIC PROGRAMS (QZAB)
- Compass Learning*
- Imagine Learning
- National Education Foundation

ART SUPPLIES
- Blick Art Materials
- Butler Business Products, LLC*
- Commercial Art Supply
- Discount School Supply
- Pyramid School Products*
- S&S Worldwide, Inc.
- School Specialty Inc.
- Standard Stationery Supply Co.
- Texas Teacher Supply
- Triarco Arts & Crafts

ATHLETIC SUPPLIES
- BSN Sports*
- Buddy's All Stars
- Orr Textile Company, Inc.*
- Pyramid School Products*
- S&S Worldwide, Inc.
- School Specialty Inc.

AUTOMOTIVE EQUIPMENT & TIRE REPAIR SUPPLIES
- All Tire Supply Company*
- MTF Equipment Sales
- Texas Pride Marketing

* HUB/MWBE

A Service of Harris County Department of Education

www.ChoicePartners.org

CHOICE PARTNERS

BOXES (CORRUGATED), SHIPPING, & PACKAGING SUPPLIES
- Xpedx*

CLASSROOM TEACHING SUPPLIES
- Butler Business Products, LLC*
- DGS Educational Products
- Discount School Supply
- Pyramid School Products*
- S&S Worldwide, Inc.
- Standard Stationery Supply Co.

COSMETOLOGY PRODUCTS
- The Burmax Company

CTE/VOCATIONAL TEACHING AIDS
- Cengage Learning
- Education Associates, Inc.
- Henry Schein, Inc.

EDUCATIONAL MATERIALS
- 3P Learning
- Abecedarian
- AbleNet Inc.
- Accelerated Learning
- Ace Educational Supplies
- Achieve3000
- Adventures in Learning
- Agile Mind Educational Holdings, Inc.
- Art In History, Inc.
- Assessment Services, Inc.
- Attainment Company
- Audio Optical Systems of Austin
- B.E.Publishing
- Benchmark Education Company
- Brain Hurricane/Wowzers*
- Brainchild
- Brainstorm
- Capital Microscope Services
- Capstone
- Carnegie Learning, Inc.
- Carolina Biological Supply Company
- Cengage Learning
- Constructive Playthings
- Curriculum Associates
- Delaney Educational Enterprises
- Discount School Supply
- DLB Educational Corporation
- DrumFit
- Dynastudy, Inc.*
- EAI Education
- Education Associates, Inc.
- Education Plus
- Educator's Depot, Inc.
- eInstruction
- Escue & Associates
- Express Booksellers
- Flinn Scientific, Inc.
- Frey Scientific

EDUCATIONAL MATERIALS (Continued)
- Frog Street Press
- Hands-On Tasks, Inc.
- Harrison & Company*
- Health Edco, Childbirth, Health Impressions
- Heinemann
- Herff Jones/Nystrom
- Inter-state Studio & Publishing
- Istation
- JADE Distributing*
- Jarret Publishing Company
- K12 Virtual Schools
- Kamico Instructional Media, Inc.*
- Kaplan Early Learning Company
- Keystone Books & Media
- Knowledge-First Empowerment Center
- Lab Resources, Inc.*
- Lakeshore Learning Materials
- Laureate Learning Systems, Inc.*
- Learning Zone
- Lectorum Publications Inc.*
- LEGO Education
- Lerner Publishing
- Lightspeed Technologies
- McGraw-Hill Education
- Mentoring Minds, L. P.
- National Reading Styles Institute
- New Readers Press
- Newmark Learning*
- Northwest Evaluation Association
- Oriental Trading Company, Inc.
- Pearson Clinical Assessment
- Peggy McGuire
- Peoples Education
- Pitsco Education
- Positive Promotions
- Primary Concepts
- Rainbow Book Company
- Rally Education
- S&S Worldwide, Inc.
- Saddleback Educational Publishing, Inc.*
- Scholastic Classroom & Community Division
- Scholastic Library Publishing Inc.
- School Specialty, Inc.
- ShopK12
- Show What You Know Publishing
- Southwest Education
- Steps To Literacy
- TCC Learning, Inc.
- Teacher Heaven, Inc.*
- Teaching Systems, Inc.
- Technical Lab Systems
- Texas Teacher Supply

EDUCATIONAL MATERIALS (Continued)
- The Student Planner
- Triumph Learning
- Troxell Communications, Inc.
- Unity Education Resources
- VWR/Sargent Welch

FLAGS & FLAG POLES
- Eagle Mountain Flag & Flagpole
- Lady Liberty Flag & Flagpoles*
- Pyramid School Products*
- School Specialty, Inc.

FURNITURE
- Business Interiors by Staples
- Butler Business Products, LLC.*
- Carroll's Discount Office Furniture
- Computer Comforts, Inc.
- Debner+Company
- Educator's Depot, Inc.
- Harrison & Company*
- Kaplan Early Leaning Company
- Kay Davis Associates, LLC.*
- Lakeshore Learning Materials
- Library Design Systems, Inc.
- Library Interiors of Texas*
- Schoool Specialty, Inc.
- Sheldon Laboratory Systems, Inc.
- Vanguard Environments*

GRADUATION, YEARBOOKS, & COMMEMORATIVE
- Balfour Company
- Balfour Yearbooks
- Herff Jones
- Herff Jones Scholastic
- Jostens

JANITORIAL SUPPLIES
- Buckeye Cleaning Center
- Calico Industries, Inc.
- Complete Supply, Inc.*
- Ecolab, Inc.
- Gulf Coast Paper Company
- High Point Sanitary Solutions*
- Pollock Paper Distributors
- Ridley's Vacuum & Janitorial Supply

MEDICAL & FIRST AID SUPPLIES
- AOSS Medical Supply Inc.*
- Heartsafe America
- Henry Schein, Inc.
- NAO Global Supply
- Pyramid School Products
- School Health Corporation*

MUSICAL INSTRUMENTS
- Bandstar Music
- H&H Music/Brook Mays
- Music & Arts Center
- Sam Ash Music
- Taylor Music
- The Mariachi Connection
- Washington Music Center

OFFICE SUPPLIES
- Bosworth Paper
- Butler Business Products, LLC*
- Challenge Office Products, Inc.*
- Educator's Depot, Inc.
- Elgin School Supply Co, Inc.
- Hallmark Office Products, Inc.
- National Art & School Supplies
- Office Depot
- Pyramid School Products*
- Reliant Business Products*
- School Specialty Inc.
- Standard Office Products*
- Standard Stationery Supply Co.
- Tejas Office Products*
- Texas Teacher Supply
- Unity Education Resources
- Xpress Business Products*

PAPER
- Bosworth Paper
- Butler Business Products, LLC*
- Olmsted-Kirk Paper Company

PROMOTIONAL ITEMS
- 4Imprint
- American Screen Graphics*
- Andersons
- Authentic Promotions
- Butler Business Products, LLC*
- Corporate Incentives*
- Custom Sportswear
- EMRJ Marketing
- Graphics Unlimited
- J. Harding & Co.
- Popular Embroidery*
- Positive Promotions
- Rain Ponchos Plus

SCIENTIFIC LABORATORY EQUIPMENT
- Arbor Scientific
- World Precision Instruments

TONER & INK CARTRIDGES
- Beyond Technology*
- EIS Office Solutions*
- Enhanced Laser Products
- Marimon Business Systems*

TRAINING SYSTEMS DISTRIBUTOR
- Technical Lab Systems

* HUB/MWBE

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- Laguna Tools
- Penn State Industries

TECHNOLOGY

ADAPTIVE TECHNOLOGY
- Audio Optical Systems of Austin

AUDIO VISUAL EQUIPMENT
- Aves Audio Visual Systems, Inc.
- AVI-SPL
- B&H Photo & Electronics Corporation
- Commercial Sales & Service, Inc.
- Industrial Audio/Video
- iTech Solutions*
- Summit Integration Systems
- Troxell Communications, Inc.
- Unified Communications

AUTOMATED BOARD AGENDA SYSTEM
- Destiny Software*
- Provox Systems Inc.

COMPUTER MEMORY
- Silicon Mountain Memory

COPIERS
- Apollo Office Systems*
- Dahill
- Marimon Business Systems*
- Office Systems of Texas
- Zeno Imaging

DIGITAL DUPLICATORS
- Dahill
- Pinnacle Office Group*
- Zeno Imaging

DOCUMENT MANAGEMENT
- ImageNet Office Systems

ELECTRONIC PROCUREMENT SOFTWARE
- Ion Wave Technologies

EMAIL & WEB HOSTING
- Gaggle.Net, Inc.

EMERGENCY MESSAGING & BULLYING REPORTING SYSTEMS
- K12 Alerts

E-READERS & E-BOOKS
- Barnes & Noble Booksellers

EVENT MANAGEMENT SYSTEM
- SignUp4, LLC

FINANCIAL & OPERATIONS ANALYSIS EVALUATION & REPORTING SOFTWARE
- ActPoint KPI (TransACT!)

FLIGHT SIMULATION TRAINING
- Redbird Flight Simulations, Inc.

INFRASTRUCTURE AS A SERVICE
- ARC*
- IBM
- Phonoscope Light Wave, Inc.*
- SHI Government Solutions*
- SunGard

INTERNET ACCESS & CABLING
- Phonoscope Enterprise Group

IPAD, SMARTPHONE, & LAPTOP REPAIR
- Fix Ur Gadget

IT CONSULTING & INTEGRATIONS
- Accudata Systems, Inc.
- Houston Information Team, LLC
- True North Consulting Group, LLC

LCD SCREENS & LARGE FORMAT PRINTERS
- Dahill

LEASING (TECHNOLOGY & ASSETS)
- Insight Financial Services

MANAGED PRINT SERVICES
- Dahill
- Zeno Imaging

NETWORK SECURITY SOLUTIONS
- Set Solutions

PHONE SYSTEMS (VoIP)
- Jive Communications, Inc.
- Optus, Inc.
- Total Technologies*

POWER & COOLING SOLUTIONS
- Critical Infrastructure Solutions (CIS) LLC

RUGGED TECHNOLOGY PROTECTION DEVICES
- Rugged Protection, LLC

SOFTWARE AS A SERVICE
- IBM

TECHNOLOGY HARDWARE, SOFTWARE, & SERVICES
- ARC*
- Bass Computers, Inc.
- Best Buy for Business
- CDI Computer Dealers, Inc.
- CDW Government
- Exebridge (LeTigre)

TECHNOLOGY HARDWARE, SOFTWARE, & SERVICES (Continued)
- Firefly Computers, LLC
- Global Gov/Ed Solutions, Inc.
- GovConnection, Inc.
- HiEd, Inc.*
- Insource Technology Direct, LLC
- JANGA Technology, LLC
- LyncVerse Technologies*
- Mark III Systems*
- Micro Integration
- Netsync Network Solutions*
- NWN Corporation*
- PC Care, Inc.*
- PCPC Direct*
- Presidio Networked Solutions
- Prime Systems*
- QA Systems, Inc.*
- SHI Government Solutions*
- Technology Integration Group*
- Unique Digital
- Zeno Imaging

TECHNOLOGY SUPPLIES
- Butler Business Products, LLC*
- General Binding Company (GBC)
- Pyramid School Products*
- Scott Electric
- Standard Stationery Supply Co.

TECHNOLOGY TRAINING
- CTREC Hilton Academy
- Global Knowledge Training

TWO WAY RADIOS
- Houston Communications
- Industrial Communications*
- NW Radio*

UNIFIED CAMPUS AUDIO/ VIDEO SYSTEMS
- AMX SchoolView

VMWARE SOLUTIONS
- Carahsoft Technology Corporation

* HUB/MWBE

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Recent Activity

April 21, 2015
New contracts for uniforms, travel, facilities supplies and food commodities added

April 6, 2015
Leader's Choice Issue 2-Library Interiors

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Events

Public Purchasing Assn. of North Central Texas Supplier Showcase
April 21, 2015

Capital Area M&O (CAMO) Conference
April 22, 2015

Brazos Valley Public Purchasing Association
April 28, 2015

View All Events

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Colleges and universities, counties, municipalities, school districts, and other governmental agencies and political subdivisions, and nonprofits within or outside Texas, may access Choice Partners national cooperative legal, competitively bid facilities contracts under Intergovernmental Code 791, after signing an interstate participating contract or interlocal agreement (available for download by registering below). Companies that wish to respond to RFP's and bid to become a Vendor partner with an approved contract, please click here to become a bidder.

Advantages to signing an interlocal or participating contract
Purchasing officers know that obtaining a competitively bid, best value contract takes several steps – more than many end users of the needed product or service realize. Consequently on a weekly basis, purchasing officers have to juggle tasks to meet demands of other staff members who have come in with a need on a short deadline. To meet these needs on a timely basis, progressive purchasing officers will proactively advocate that the governing board of their entity sign an interlocal or participating agreement with Choice Partners national cooperative. This adds capability to the purchasing department, without the expense of adding staff. And there is no charge to become a member!

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Provides quality, quick method of delivering facilities services which:

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HCDE

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, MAY 19, 2015

Submitter/Requestor: Sanchez **Date Submitted: 5/11/2015 4:14:01 PM**

Presenter: Sanchez

Description/Subject:

Consider approval of Resolution No. 2015-15, revision to Chapter 5, Section 23, Vacation Policy in the Seabrook Personnel Policies to specify the maximum payout of hours and reflect the Civil Service accruals and to amend Chapter 6, Section 10, Terminations and Exit Interviews, in the Seabrook Personnel Policies to specify the maximum payout of vacation hours.

Purpose/Need: NA

Background/Issue(What prompted this need):

During the FY 2013-14 audit, it was a finding that the maximum payout for the vacation hours was unclear per the current policy and recommended to specify the amount as a maximum of 240 hours and to clarify the wording of maximum payout on the final paycheck if in the case an employee has accrued over 240 hours.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:
(Please list description of attachments and number of pages in each attachment)
Res. 2015-15
Exhibit A

Fiscal Impact:	Budgeted	Yes	Finance Review:	Officer
	Budget Amendment Required	Yes		

Future/Ongoing Impact Yes

Budget Dept/Line Item Number

Funding Comments:

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

Suggested Motion:

Agenda Language:

Approve Resolution No. 2015-15, "Amendment to Personnel Policies - Vacation Policies". (Sanchez)

A RESOLUTION AMENDING RESOLUTION NO. 2008-08, "PERSONNEL POLICIES" ADOPTED ON MAY 6, 2008 AND RESOLUTION NO. 2010-15, AMENDMENT TO PERSONNEL POLICIES" ADOPTED ON AUGUST 3, 2010 BY AMENDING CHAPTER 5, SECTION 23 AND CHAPTER 6, SECTION 10, DEALING WITH VACATION POLICIES, INCLUDING ACCRUAL AND FINAL PAYMENT AND PROVIDING FOR AN EFFECTIVE DATE.

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. 2010-15
AMENDMENT TO THE PERSONNEL POLICIES
VACATION POLICIES

A RESOLUTION AMENDING RESOLUTION NO. 2008-08, "PERSONNEL POLICIES" ADOPTED ON MAY 6, 2008 AND RESOLUTION NO. 2010-15, AMENDMENT TO PERSONNEL POLICIES" ADOPTED ON AUGUST 3, 2010 BY AMENDING CHAPTER 5, SECTION 23 AND CHAPTER 6, SECTION 10, DEALING WITH VACATION POLICIES, INCLUDING ACCRUAL AND FINAL PAYMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Seabrook Employees are currently governed by personnel policies contained in Resolution No. 2008-08 adopted by the City Council on May 6, 2008 and amended by Resolution No. 2010-15 adopted on August 3, 2010;

WHEREAS, Some of these personnel policies have been recently updated and revised as contained in Chapter 5, Section 23 and Section 6, Section 10, dealing with vacation accrual and payment; and

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

SECTION 1. ADOPTION OF THE AMENDMENTS.

"The Personnel Policies and Procedures Manual", Chapter 5, "Compensation and Benefits", Section 23, "Vacation" and Chapter 6, "Employee Performance", Section 10, "Termination and Exit Interview" are hereby amended as shown in Exhibit A which is made a part of the Resolution and is hereby adopted.

SECTION 2. EFFECTIVE DATE.

This Resolution shall become effective immediately upon the passage and approval of this Resolution.

AND IT IS SO ORDERED.

PASSED, APPROVED AND ADOPTED ON THE 19TH DAY OF MAY 2015.

By:

_____
GLENN R. ROYAL, MAYOR

ATTEST:

By: _____
Michele L. Glaser, TRMC
City Secretary

SEABROOK	City of Seabrook – Personnel Policies and Procedures Last Published Date:			
	VACATION			
	Revision: 2	Effective Date: 10/19/1993 Revision Date: 05/06/2008 Revision Date: 05/19/2015		**Chapter 5** **Section 23**

POLICY

Regular full-time and regular part-time employees earn paid vacation on the basis of length of service since employment or last re-employment.

Regular full-time employees are eligible for the following vacation.

Years of Continuous Service	***Vacation Per Year***
Hire Date through the completion of the 5th Year (60 months)	80 hours / year 3.08 hours / pay period
From the employee's 6th Year (61 months) through the completion of the 10th Year (120 months)	120 hours / year 4.62 hours / pay period
From the employee's 11th Year (121 months) through the completion of the 20th Year (240 months)	160 hours / year 6.16 hours / pay period
From the employee's 21st Year (241 months) and over	200 hours / year 7.70 hours /pay period

Regular part-time employees are eligible for the following vacation.

Years of Continuous Service	***Vacation Per Year***
Hire Date -	4% of hours worked Ex: 1000 hours/annually X 4% accrual rate 40 hours of vacation accrual

SEABROOK	City of Seabrook – Personnel Policies and Procedures Last Published Date:			
	VACATION			
	Revision: 2	Effective Date: 10/19/1993 Revision Date: 05/06/2008 Revision Date: 05/19/2015		**Chapter 5** **Section 23**

Police Officers are eligible for the following vacation.

Years of Continuous Service	***Vacation Per Year***
Hire Date* through the completion of the 10th Year (120 months) **(*For those hired after October 30, 2011)**	**120 hours / year** **4.62 hours / pay period**
From the employee's 11th Year (121 months) through the completion of the 20th Year (240 months)	**160 hours / year** **6.16 hours / pay period**
From the employee's 21st Year (241 months) and over	**200 hours / year** **7.70 hours /pay period**

Eligibility Employees are not allowed to take any paid vacation before 6 months of continuous employment. If an employee leaves the job before completing one year of service, that employee is not eligible for accrued vacation or vacation pay.

Maximum Vacation Accrual Employees must take vacation within 12 months after earning it. Vacation not taken within 12 months after earning may be accumulated from one year to the next, not to exceed 240 hours.

~~Accrual in excess of the maximum shall be allowed if:~~

1. ~~The employee is not able to take vacation because of the need of the City; and~~
2. ~~The employee submits a request to the Director of their department and the City Manager in writing to be allowed vacation accrual above the maximum and documents the reason the employee was unable to take vacation in time to reduce his/her balance below the maximum; and~~

SEABROOK	City of Seabrook – Personnel Policies and Procedures Last Published Date:			
	VACATION			
	Revision: 2	Effective Date: 10/19/1993 Revision Date: 05/06/2008 Revision Date: 05/19/2015		**Chapter 5** **Section 23**

~~3. The Director and the City Manager approves the request for vacation accrual in excess of the maximum.~~

An employee who has been allowed to accrue vacation in excess of the maximum shall promptly take vacation to reduce the balance to or below the maximum as soon as circumstances and needs in the City allow it as determined by the employee's supervisor upon approval of the Director.

Vacation in Lieu of Time Off Employees are not allowed to work through vacation and receive additional pay in lieu of taking vacation. Employees are allowed to wait more than 12 months to take paid vacation after it is earned if special circumstances warrant it. The City Manager may authorize payment for vacation in certain cases of employees who have accumulated their maximum amount of vacation, due to heavy workloads, and who risk losing their vacation. In such cases, payment will be limited to a maximum of 80 hours in any one calendar year.

Holidays When an official paid holiday occurs during a vacation period, an additional day off will be allowed.

Scheduling Employees must request vacation with their Supervisor or Director far enough in advance to avoid conflict with vacation of other employees. Directors shall arrange vacations at such times that would least interfere with the operations of the City.

If two employees request the same vacation time, and both cannot be scheduled, the employee with the longest length of service is granted vacation. However, employees with longer length of service cannot "bump" another employee from vacation once it is scheduled.

All employees ~~shall~~ **may** be required to take at least 5 days ~~of~~ **off** ~~vacation~~ consecutively at some time during each calendar year. Employees who are entitled to more than 15 days of vacation in a year are not allowed to take more than 15 consecutive days of vacation, except with written approval of the Director.

REIMBURSEMENT FOR UNUSED VACATION. Upon termination from the City, an employee shall be paid for accrued vacation time **up to 240 hours** but only after having reached one year of continuous employment with the City.

SEABROOK	City of Seabrook – Personnel Policies and Procedures Last Published Date: June 4, 2008			
	TERMINATIONS AND EXIT INTERVIEWS			
	Revision: 1	Effective Date: 10/19/1993 Revision Date: : 05/06/2008 Revision:Date 05/19/2015		**Chapter 6** **Section 10**

POLICY

Employment with the City is employment at will. Employment at will means that either the City or any employee has the right to terminate the employment relationship at any time.

RETURN OF PROPERTY. Prior to receiving a final paycheck, the following items that are applicable must be returned: City Credit Cards, all keys to City vehicles and buildings, ID badge, protective equipment, City cell phone/pagers/radios, laptops, and any other items so noted by the Supervisor. Charges for unreturned City property and/or unpaid phone bills will be deducted from the final paycheck as noted in the orientation paperwork.

The Supervisor shall provide the employee with an approved checklist to be presented to Human Resources at the time of the exit interview, indicating the return of each item.

BENEFITS UPON TERMINATION. Employee benefits cease on the date of an employee's termination. The benefit plans published from time to time define the terms and conditions, if any, for terminating employees to receive benefits due or to continue benefits coverage at their own expense.

EXIT INTERVIEW. The City usually provides separating employees with an exit interview prior to their last day of work. The purpose of the exit interview is to finalize all compensation due, return City equipment, provide explanation of any continuing benefits, review employment history, discuss the reason(s) for the separation, and solicit constructive feedback to improve the City. Human Resources shall complete an Exit Interview Form. Exit interviews are conducted confidentially by Human Resources, and the information discussed during the exit interview may be shared with the City Manager's office and acted upon as deemed appropriate by the City. The Department Director (or designee) is responsible for promptly notifying Human Resources of all separations and arranging for the exit interview with the employee.

FINAL PAYCHECK Final payment of compensation may be withheld pending return of City property, completion of necessary paperwork, and other requirements of separation.

Regular full-time and part-time employees who have completed one year of continuous service with the City shall be eligible to receive:

- Unused Vacation **up to 240 hours** (subject to the regulations outlined in the Vacation Policy)
- Accumulated Longevity benefits
- Accumulated Comp Time as verified by the Department Supervisor

A terminating employee may obtain their final paycheck from Human Resources on the first payday following the termination date, except in the event of a dismissal, in which case the departing employee's payroll check will be available within seventy (72) hours of the separation.

The City Council of the City of Seabrook and Department Heads of city staff met in a special planning session on Friday, April 10, 2015 at 8:30 a.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:

City Council

GLENN ROYAL	MAYOR
MIKE GIANGROSSO	COUNCIL PLACE NO. 2
MELISSA BOTKIN (arrived at 12:30 p.m.)	COUNCIL PLACE NO. 4
THOM KOLUPSKI	COUNCIL PLACE NO. 5
O.J. MILLER	COUNCIL PLACE NO. 6

City Staff

GAYLE COOK	CITY MANAGER
SEAN LANDIS	ASSISTANT CITY MANAGER
MICHELE GLASER	CITY SECRETARY
MEREDITH BRANT	ASSISTANT CITY SECRETARY
LEAANN DEARMAN	COMMUNICATIONS DIRECTOR
PAM LAB	FINANCE DIRECTOR
SEAN LANDIS	ASSISTANT CITY MANAGER/ COMMUNITY DEVELOPMENT DIRECTOR
SEAN WRIGHT	POLICE CHIEF
JESSICA ANCIRA	COURT ADMINISTRATOR
PAUL CHAVEZ	EDC DIRECTOR
JOSE SANCHEZ	HR DIRECTOR
JEFF GALYEAN	EMERGENCY MANAGEMENT COORDINATOR
ARTHUR CHAIREZ	PUBLIC WORKS DIRECTOR
KEVIN PADGETT	PUBLIC WORKS ASSISTANT DIRECTOR
GEORGE SZAKACS	IT DIRECTOR
ANDY GUTACKER	REP. FOR SVFD

Facilitator

RON COX

Mayor Royal called the meeting to order at 8:35 a.m.

1.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

There were none.

2.0 NEW BUSINESS

2.1 Strategic Planning Retreat for FY 2015/16 (Council)

Ron Cox reviewed with Council and staff past sessions at which time a vision and mission statement for the city were adopted. He also stressed the importance of governance, the process of governing.

Ms. Cook reviewed the recent Strategic Plan successes.

A break was taken at 10:05 a.m. The meeting reconvened at 10:20 a.m.

Ms. Cook explained the importance of the recent survey the city implemented through the city website and social media. The survey addressed all things relating to quality of life issues in Seabrook and the results will be a tool for consideration during this session as well as when setting the budget for the upcoming fiscal year.

Mr. Cox stated that moving forward during this session, the key issues and challenges will be examined and discussed.

A lunch break was taken at noon. The session resumed at 12:35 p.m.
Councilor Botkin arrived at 12:30 p.m.

Mr. Cox reminded participants that the issues for consideration are:

- Mobility
- Quality of Life
- Communication
- Economic Development
- Governance

Participants then divided into groups in order to discuss each issue, determine the needs associated with each issue, establish priorities and how to achieve each.

Jeff Galyean gave the presentation for Mobility.
Paul Chavez gave the presentation for Economic Development.
Melissa Botkin gave the presentation for Quality of Life.
LeaAnn Dearman gave the presentation for Governance and Communication.

Councilor Kolupski left at 1:58 p.m.

Mr. Cox stated that the determinations made in today's meeting will provide an update for the 2015/16 Strategic Plan. He added that he will provide Ms. Cook with a comprehensive report based on today's findings. Once priorities are determined, the Plan will be sent to Council for approval.

Ms. Cook and Mayor Royal expressed their appreciation to Mr. Cox and those participating in the planning session.

Upon motion, the meeting was adjourned at 2:22 p.m.

APPROVED BY THE SEABROOK CITY COUNCIL ON THE 19TH DAY OF MAY 2015.

_____
Glenn R. Royal, Mayor

_____
Meredith Brant, TRMC
Assistant City Secretary

The City Council of the City of Seabrook met in regular session on Tuesday, May 5, 2015 at 7:30 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:	
GLENN R. ROYAL	MAYOR
ROBERT LLORENTE – Ex. Abs.	COUNCIL PLACE NO. 1
MIKE GIANGROSSO – Ex. Abs.	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 Pledge of Allegiance.

1.0 PRESENTATIONS

1.1 Present a proclamation naming May as Motorcycle Awareness Month.

Mayor Royal presented the proclamation.

1.2 Present a proclamation naming May 3-9, 2015 as Municipal Clerks Week.

Mayor Royal presented the proclamation.

1.3 Presentation of the semi-annual Seabrook Economic Development Corporation report. (SEDC)

EDC President, Paul Dunphey gave the semi-annual report.

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

Ms. Carol Doran, President of Yachty Gras gave a report on the event. Alexandra Meyers explained the purpose and operation of Sea Scouts.

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

Mrs. Glaser announced that the Special Charter Amendments Election would be held on Saturday, May 9, 2015 from 7:00 a.m. until 7:00 p.m. in the lobby of City Hall.

3.0 CONSENT AGENDA

3.1 Approve excused absences for Melissa Botkin, Mike Giangrosso and Robert Llorente for the April 21, 2015 Council meeting. (Glaser)

3.2 Approve the minutes of the April 21, 2015 regular City Council meeting. (Glaser)

3.3 Approve the minutes of the April 21, 2015 special joint Council and Planning and Zoning Commission meeting. (Glaser)

3.4 Approve a request for a parade/special events permit and temporary signs for Running Alliance Sport on September 19, 2015 from 6:00 a.m. until 11:00 a.m. Participants will cross the Seabrook-Kemah Bridge twice.

Motion was made by Councilor Botkin and seconded by Councilor Johnson

To approve the Consent Agenda as presented.

MOTION CARRIED BY UNANIMOUS CONSENT.

END OF CONSENT AGENDA

4.0 NEW BUSINESS

4.1 Consider approval of first and final reading of proposed Ordinance No. 2015-12, "Amendment to the FY 2014/15 Crime Control and Prevision District Budget." (Lab)

AN ORDINANCE AMENDING THE CRIME CONTROL AND PREVENTION DISTRICT BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2014 AND ENDING ON SEPTEMBER 30, 2015 FOR THE CITY OF SEABROOK.

Motion was made by Councilor Johnson and seconded by Councilor Botkin

To approve first and final reading of Ordinance No. 2015-12, with the reading of the caption serving as the reading of the ordinance.

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)

Mayor Royal gave an update on the SH 146 project. TxDOT representatives met last night concerning the proposed SH 146 expansion and Mrs. Cook and Mayor Royal will meet with TxDOT representatives about the project next week. TxDOT will hold a public meeting about the proposed expansion on May 28, 2015 at Bay Elementary from 5:30 p.m. until 7:30 p.m.

Mrs. Cook stated that she will meet with the city engineer about several transportation issues.

Motion was made by Councilor Kolupski and seconded by Councilor Botkin

To approve the action items checklist.

MOTION CARRIED BY UNANIMOUS CONSENT.

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

The joint meeting on the Master Plan will be held on Thursday, May 14 at 6:30 p.m. Discussion of a change in name of Second Street to Main Street will be on a June agenda.

6.0 EXECUTIVE SESSION

At 8:09 p.m. Mayor Royal announced that the City Council will now hold a closed executive meeting pursuant to the provisions of the open meetings Act, Charter 551, Government Code, and Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, Real Property.

Section 551.072

6.1 Discuss the purchase, lease or exchange of real property in closed session due to the potential detrimental effect on the City in negotiations with a third party, if conducted in open session, as provided by Section 551.072 of the Texas Government Code. (Cook)

7.0 OPEN MEETING

Mayor Royal reconvened the open meeting at 8:18 p.m. and stated that Agenda Item 6.1 had been discussed, but no action had been taken in Executive Session.

Motion was made by Councilor Miller and seconded by Councilor Botkin

To direct staff to rebid the notice for property in exchange for the public works yard with revised specifications.

MOTION CARRIED BY UNANIMOUS CONSENT.

Upon a motion duly made and seconded, Mayor Royal adjourned the meeting at 8:19 p.m.

Approved this 19th day of May 2015.

_____
Glenn R. Royal, Mayor

_____
Michele L. Glaser, TRMC
City Secretary

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: May 19, 2015

Submitter/Requestor: Sean Landis

Presenter: Sean Landis

Description/Subject: Monthly Building Department Report for April 2015.

Purpose/Need: Policy Issue☐ Administrative Issue ☐

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

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

Miscellaneous Comments:
In the month of April, there were zero (0) residential permits issued totaling $0.00
No new commercial permits were issued in April.

Recommended Action:

Attachments:
- Monthly Permitting report page for April
- 2014-2015 Year to Date report
- Code Enforcement and Building Inspection report for April
- Fire Marshal Inspection report for April

Fiscal Impact:

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

Budget Dept/Line Item Number _____

Funding Comments:

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

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.

Building Department Statistics
April 2015

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	0	$0.00	$0.00
Building Additions	21	$295,937.00	$3,380.00
New Commercial	0	$0.00	$0.00
Commercial Additions	0	$0.00	$0.00
New City	0	$0.00	$0.00
City Additions	0	$0.00	$0.00
Electrical	25	$59,572.12	$930.00
Fill	0	$0.00	$0.00
Irrigation	1	$26,950.00	$428.75
Mechanical	9	$80,978.92	$1,041.00
Plumbing	20	$72,661.40	$1,037.50
Sign	2	$68,840.00	$842.50
Demolition	1	$8,000.00	$50.00
Fire/Sprinkler	3	$689,679.06	$5,534.50
Miscellaneous	5	$22,100.00	$387.50
TOTALS	**87**	**$1,324,718.50**	**$13,631.75**

Building Department Statistics
Fiscal Year 2014-2015

Date	New Residential		Residential Additions & Pools		Commercial New & Additions		City Projects New & Additions		*Miscellaneous		Electrical		Irrigation		Mechanical		Plumbing		Monthly Totals		Last Year Totals	
	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#		#	
October	2	$500,000.00	15	$115,171.81	2	$81,550.00	0	$0.00	4	$49,820.58	12	$ 78,198.00	1	$11,000.00	14	$ 164,948.05	17	$ 177,785.00	67	$1,178,473.44	52	$ 1,875,649.25
November	2	$737,666.07	12	$172,288.01	1	$5,000.00	0	$0.00	8	$82,630.00	12	$ 61,349.00	1	$1,037.00	4	$ 16,673.30	13	$ 97,374.00	53	$1,174,017.38	58	$ 601,737.83
December	2	$406,936.50	8	$269,588.00	4	$10,175,324.00	0	$0.00	6	$24,360.00	8	$ 551,460.00	2	$2,728.00	8	$ 86,891.30	14	$ 554,270.00	52	$12,071,557.80	56	$ 1,183,504.55
January	1	$846,716.00	8	$108,945.00	3	$288,203.53	0	$0.00	2	$9,900.00	11	$ 413,980.00	1	$3,100.00	9	$ 188,313.44	30	$2,952,798.25	65	$4,811,956.22	36	$ 145,896.60
February	1	$550,112.00	14	$330,932.38	4	$132,696.97	0	$0.00	7	$139,061.00	30	$1,871,650.00	1	$5,591.96	9	$ 91,129.30	18	$ 89,825.00	84	$3,210,998.61	45	$ 1,291,282.66
March	8	2,417,531.00	11	$194,015.00	2	$21,000.00	0	$0.00	4	$13,950.00	15	$1,155,797.00	1	$2,750.00	12	$ 121,567.96	12	$ 29,105.00	65	$1,538,184.96	58	$ 3,473,005.90
April	0	$0.00	21	$295,937.00	0	$0.00	0	$0.00	11	$788,619.06	25	$ 59,572.12	1	$26,950.00	9	$ 80,978.92	20	$ 72,661.40	87	$1,324,718.50	74	$ 2,034,032.28
May							0	$0.00											0	$0.00	79	$ 9,720,944.39
June							0	$0.00											0	$0.00	65	$ 10,851,196.51
July							0	$0.00											0	$0.00	79	$ 4,782,835.62
August							0	$0.00											0	$0.00	58	$ 996,279.95
September							0	$0.00											0	$0.00	64	$ 32,767,258.41
Y-T-D TOTALS	16	$3,041,430.57	89	$1,486,877.20	16	$10,703,774.50	0	$0.00	42	$1,108,340.64	113	$4,192,006.12	8	$53,156.96	65	$750,502.27	124	$3,973,818.65	473	$25,309,906.91	724	$ 69,723,623.95

Fees Paid			Fees Paid
October	$9,994.00	April	$13,631.75
November	$8,942.00	May	
December	$7,178.25	June	
January	$31,285.00	July	
February	$43,269.50	August	
March	$18,356.00	September	
		Y-T-D Total	$ 132,656.50

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

New Residential Buildings	
	16

	#	Water Impact Fees	#	Sewer Impact Fees			#	Water Impact Fees	#	Sewer Impact Fees
October	2	$ 3,567.12	2	$ 8,078.10		April		$ -		$ -
November	2	$ 3,456.58	2	$ 7,339.25		May				
December	3	$ 5,717.49	2	$ 5,093.05		June				
January	1	$ 948.00	1	$ 1,054.00		July				
February	1	$ 375.00	0	$ -		August				
March	7	$ 11,679.36	7	$ 25,288.30		September				

		Water Impact		Sewer Impact
Y-T-D Total	16	$25,743.55	14	$46,852.70

Fire Inspector Report for April 2015

New (or annual) Inspections	**28**
Re-inspections (follow-ups)	**12**
Plan Reviews	**5**
Investigations	**1**
Consultations	**11**
Total Inspections	**57**
Outstanding Inspections	**49**

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2015} And {04/30/2015}

HIALEAH1908 **Alpha Montessori**
1908 Hialeah DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/28/2015		820 CONSULTATION - Fire Protection	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
04/30/2015		800 CONSULTATION - General	0.00	
Total Activities for Occupancy: 1			**0.00**	

SECOND **Bob's Salsa with a Kick**
1717 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/10/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

CFOS01 **C. Foster & Asso.**
2100 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2015} And {04/30/2015}

NASA3410 Casa Bonita Apartments
3410 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/02/2015		700 INVESTIGATION - General	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA3146 Cellular Sales of Knoxville
3146 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA2901 Comfort Inn & Suites
2901 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA2320 Di Amici
2300 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2015} And {04/30/2015}

ELLA01 **El Lago Coffee and Antiques**
1206 Moskowitz ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/17/2015		200 INSPECTION - Annual	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
04/10/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

HIALEAH **Forever Memories**
1908 Hialeah DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/17/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

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

Date	Time	Type	Staff Hrs	Fee
04/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2015} And {04/30/2015}

WATERFRONT51 Golden Seafood
511 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/24/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

3659FNASA Gulf Coast Chiropractic
3659F Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

240001 Gulf Winds Storage II
5801 SH 146 HWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/02/2015		201 INSPECTION - Final	0.00	
Total Activities for Occupancy: 1			**0.00**	

MARVINCIR190 JD Rankin & Assoc. LLC
1909 Marvin CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/02/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2015} And {04/30/2015}

NASA2900#310 JSC Federal Credit Union
2900 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

AFFO01 Just 4 You
1002 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/17/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA3636 La Quinta Inn
3636 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/02/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

BAYPORT2119 Laredo's
2119 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2015} And {04/30/2015}

LIVI01 **Living Word Church (see suite 230)**
2900 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

HARDESTY1201 **Lucas Law PlLLC**
1201 Hardesty ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/02/2015		201 INSPECTION - Final	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA3001 **Marine Max**
3001 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/10/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA2622 #C **Nasa Nail Spa**
2622 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2015} And {04/30/2015}

BAYPORT1201 PBI Gas Depot
1201 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

PELI01 Pelican Point Plaza
1717 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/17/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

PELI02 Pelican's Nest Gate
2500 Repsdorph
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

TODVILLE409 Pier 8 Restaurantt
409 Todville RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/10/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2015} And {04/30/2015}

TODVILLE409 **Pier 8 Seafood Market**
409 Todville RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/02/2015		205 INSPECTION - Follow Up	0.00	
04/10/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			**0.00**	

NASA2727 **Pirates Landing Apartments**
2727 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/17/2015		821 CONSULTATION - Fire Alarm	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA2720 **Quality Inn**
2720 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/24/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

FIRST1606 **Quantum Sail Design Group**
1606 1st (First) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/17/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2015} And {04/30/2015}

REPSDORPH255 **Regatta Bay Apartments**
2555 Repsdorph
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/02/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

WATERFRONT50 **Rose's Seafood**
415 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/24/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA3101-B-1 **Sam's Boat**
3101 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

FIFTH1402 **Seabrook Waffle House**
1402 5th (Fifth) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2015} And {04/30/2015}

NASA1918 **Signature Bistro**
1918 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/10/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

THEP01 **The Point at Taylor Lake Gate**
4102 Boardwalk ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

TIRE01 **Tires By Design**
2801 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/01/2015		800 CONSULTATION - General	0.00	
Total Activities for Occupancy: 1			**0.00**	

BAYPORT1202 **Tookie's**
1202 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/24/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2015} And {04/30/2015}

TOOK01 **Tookie's Seafood**
1100 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/10/2015		890 CONSULTATION - Other	0.00	
04/14/2015		822 CONSULTATION - Sprinkler System	0.00	
04/15/2015		822 CONSULTATION - Sprinkler System	0.00	
04/17/2015		822 CONSULTATION - Sprinkler System	0.00	
04/20/2015		122 PLAN REVIEW - Sprinkler System	0.00	
04/29/2015		822 CONSULTATION - Sprinkler System	0.00	
Total Activities for Occupancy: 6			**0.00**	

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

Date	Time	Type	Staff Hrs	Fee
04/16/2015		822 CONSULTATION - Sprinkler System	0.00	
04/16/2015		122 PLAN REVIEW - Sprinkler System	0.00	
04/17/2015		800 CONSULTATION - General	0.00	
04/24/2015		121 PLAN REVIEW - Fire Alarm	0.00	
04/27/2015		121 PLAN REVIEW - Fire Alarm	0.00	
04/30/2015		121 PLAN REVIEW - Fire Alarm	0.00	
Total Activities for Occupancy: 6			**0.00**	

MEYER1105 **Vacant**
1105 N Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2015} And {04/30/2015}

NASA2900#200 Vacant
2900 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA3142A Vacant
3142 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA3150 Verizon Wireless
3150 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Grand Total Activities: 57 **Grand Totals:** 0.00 0.00

Building Inspection & Code Enforcement Report for April 2015

- **Building Inspections completed:**
  - February: 187
  - March: 166
  - April: 142
- **Open Code Enforcement Cases at end of month:**
  - February: 269
  - March: 251
  - April: 251
- **Code Enforcement Abatement Liens Filed during budget year 2014 - 2015:**
  - December: (11) Liens: Mowing & debris removal $1,805.00
  - March: (3) Liens: Mowing & debris removal $1,125.17
- **Code Enforcement Abatement Liens Paid during budget year 2014 - 2015:**
  - January: (1) Liens: Mowing & debris removal $619.88
  - March: (3) Liens: Mowing & Debris removal $5,866.00

SEABROOK

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: May 19, 2015

Submitter/Requestor: Chief Wright **Date Submitted: May 13, 2015**

Presenter: N/A

Description/Subject: ***Monthly Public Safety Statistics Report April 2015***

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	Finance Officer Review:
Budget Amendment Required	___ Yes	___No	
Future/Ongoing Impact	___ Yes	___No	_____

Budget Dept/Line Item Number _____

Funding Comments:

Where on the agenda should this item be placed?

CONSENT AGENDA

Suggested Motion:

City Manager Review:

- O Approved as submitted
- O Submitted for Council consideration without comment
- O 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.)

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

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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.

Council Stat Report
4/1/2015 - 4/30/2015

Offense Data

ASSAULT BY CONTACT F/VIO	10
THEFT	9
CRIMINAL MISCHIEF	4
ASSAULT BY CONTACT	3
HARASSMENT	3
ASSAULT BY THREAT	2
BURGLARY OF HABITATION / NON-FORCED	2
CREDIT CARD OR DEBIT CARD ABUSE	2
FORGERY	2
FRAUD	2
INFORMATION REPORT	2
POSSESSION OF MARIJUANA	2
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS B	1
ACCIDENT - FLEET	1
ASSAULT BY THREAT F/VIO	1
ASSAULT WITH KNIFE/CUTTING INSTRUMENT-AGGRAVATED	1
BURGLARY OF HABITATION / FORCIBLE ENTRY	1
DEATH INVESTIGATION	1
DRIVING WHILE INTOXICATED	1
DRIVING WHILE LICENSE INVALID (B)	1
FAILURE TO IDENTIFY	1
FRAUDULENT USE/POSSESSION OF IDENTIFYING INFORMATION	1
GRAFFITI	1
INDECENCY WITH A CHILD - EXPOSURE	1
INJURY TO A CHILD/ELDERLY INDIVIDUAL, OR DISABLED INDIVIDUAL	1
INTERFERE WITH DUTIES OF PUBLIC SERVANT	1
MISSING PERSON	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 2	1
ROBBERY STRONG ARM	1
THEFT OF IDENTITY	1
UNAUTHORIZED USE OF A VEHICLE (AUTO)	1
Total Offense Reports:	**62**

Arrest Data

WARRANT - AGENCY	32
WARRANT - OTHER AGENCY	30
PUBLIC INTOXICATION	17
DRIVING WHILE LICENSE INVALID (C)	9
POSSESSION OF DRUG PARAPHERNALIA	8
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY - C	7
NO DL	6
ASSAULT BY CONTACT	5
FAIL TO MAINTAIN SINGLE LANE	4
TRAFFIC OFFENSE	4
DISORDERLY CONDUCT #6 - FIGHTING	3
EXPIRED LICENSE PLATES	3
DEFECTIVE LICENSE PLATE LIGHT	2
DRIVING WHILE INTOXICATED	2
FAIL TO CONTROL SPEED	2
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY - B	2
FAILURE TO IDENTIFY	2
OBSTRUCTED/UNCLEAN REAR LP	2
POSSESSION OF MARIJUANA	2
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	2
POSSESSION OF SUBSTANCE IN PENALTY GROUP 3	2
ASSAULT BY THREAT	1
CRIMINAL MISCHIEF	1
DISORDERLY CONDUCT #10 - EXPOSING GENITALS	1
DISORDERLY CONDUCT #4 - ABUSE OR THREATEN A PERSON	1
DISREGARD TRAFFIC CONTROL DEVICE	1
DRIVING OVER, ACROSS, OR IN A DIVIDING SPACE OR BARRIER	1
DRIVING WHILE LICENSE INVALID (B)	1
DROVE ON SIDEWALK	1
DROVE ON THE WRONG SIDE OF ROAD	1
EXPIRED DRIVERS LICENSE	1
FAIL TO CHANGE ADDRESS ON DL	1
FAIL TO YIELD ROW	1
FAIL TO YIELD ROW TO EMERGENCY VEHICLE	1
FAILURE TO APPEAR	1
FOLLOW TOO CLOSELY	1
FORGERY	1
IMPEDING TRAFFIC	1
IMPROPER RIGHT TURN WRONG LANE	1
INTERFERE WITH DUTIES OF PUBLIC SERVANT	1
MINOR CONSUMPTION ALCOHOL	1
NO BRAKES ON TRAILER	1
OBSTRUCT OPERATOR`S VIEW	1
OPEN CONTAINER	1
OPERATE MOTOR VEHICLE WITHOUT TWO LICENSE PLATES	1
PARK/STOP/STAND ON A SIDEWALK	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 2	1
RESISTING ARREST SEARCH OR TRANSPORTATION	1
TURN LEFT FROM WRONG LANE	1
UNAUTHORIZED USE OF HORN	1
UNLAWFUL RESTRAINT	1
UNSAFE START OF PARKED VEHICLE	1

Total Arrests: 88 **Total Charges:** 177

CALL FOR SERVICE DATA

TRAFFIC STOP	712
SUSPICIOUS CIRC PERSON VEHICLE	129
DISTURBANCE	45
ALARM BURGLAR	44
ASSIST BY LAW	43
MINOR ACCIDENT	35
LOUD MUSIC NOISE	23
INTOXICATED DRIVER PERSON	21
RECKLESS DRIVER CONDUCT	20
WELFARE CONCERN	18
CVE INSPECTION	15
DISABLED VEHICLE	15
TRAFFIC HAZ PROB DIRECT RELAT	15
THEFT	14
FLAGDOWN	13
PARKING VIOLATION	13
ASSAULT	12
ASSIST CITIZEN	12
CRIMINAL MISCHIEF	10
HARASSMENT	7
ABUSE NEGLECT CHILD ELDERLY	6
BURGLARY	6
FRAUD	6
ID THEFT	5
VIOLATION CITY ORDINANCE	5
CIVIL PROBLEM STANDBY	4
FOLLOW UP	4
TRESPASS	4
Z ANIMAL AT LARGE	4
Z ANIMAL CARCASS	4
911 HANG UP	3
VEHICLE IN THE DITCH	3
Z ANMAL CONTROL PROBLEM ACO	3
ACCIDENT MAJOR	2
ALARM PANIC	2
ANIMAL CONTROL PROBLEM	2
LOST MISSING RECOVERED ABDUCTD	2
NARCOTICS VIOLATION	2
STRUCTURE FIRE	2
THREAT TERRORISTIC	2
OFFICER ASSIST	1
ROBBERY	1
UNAUTHORIZED USE OF M/V	1
WEAPONS OFFENSES	1
Z PICK UP ANIMAL TRAP	1
Total CFS:	**1292**

Citation Count by Officer Summary

There are 20 officer(s) in this report.
This report does not include voided, test, or deleted records,
*but does include warnings (if *ALL* or WARNINGS is selected in the Stop Result field.*

	501 Stops	689 Violations
5540 Allen	15 Stops	15 Violations
5510 Barton	5 Stops	7 Violations
5541 Christensen	51 Stops	57 Violations
5544 Dyer	23 Stops	28 Violations
5513 Gonzales	1 Stops	1 Violations
5537 Gorom	1 Stops	1 Violations
5546 Hattaway	46 Stops	75 Violations
5586 Hawkins	2 Stops	4 Violations
5512 Hough	75 Stops	83 Violations
5543 Jambrik	37 Stops	69 Violations
5532 Konvicka	6 Stops	6 Violations
5527 Moore	2 Stops	4 Violations
5536 Ojeda	32 Stops	44 Violations
5539 Oubre	76 Stops	114 Violations
5514 Schwartz	6 Stops	6 Violations

Citation Count by Officer Summary

5533 Skinner	25 Stops	41 Violations
5531 Smith	1 Stops	1 Violations
5542 Sweet	47 Stops	72 Violations
5545 Walker	50 Stops	61 Violations
Code Enforcement	**5 Stops**	**6 Violations**
3697 Wright	5 Stops	6 Violations

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CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, MAY 19, 2015

Submitter/Requestor: Cook **Date Submitted: 5/11/2015 10:47:25 AM**

Presenter: Cook

Description/Subject:

Consider approval authorizing the City to convey a 12' wide easement to Dow Hydrocarbons and Resources, LLC for a 12" Ethane Pipeline.

Purpose/Need: NA

Background/Issue(What prompted this need):

Dow Hydrocarbons and Resources, LLC approached the City of Seabrook to acquire an easement for the future construction of a 12" Ethane pipeline. If approved, the city will be conveying from the tract in front of the existing Public Works Yard (see attached exhibit). The 12' easement in width is located within an existing 120' HL&P easement.

Dow Hydrocarbons and Resources, LLC originally offered $500 per rod for the easement. After a number of counter offers, the City Manager has preliminarily approved a final offer of $2,500 per rod (18.27 rods) for a total offer of $45,675.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

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

Ethane License Agreement 5-8-2015

Exhibit "A" Ethane License Agreement - Dow

Fiscal Impact:	Budgeted	Yes	Finance Review:	Officer
	Budget Amendment Required	Yes		

Future/Ongoing Impact Yes

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?
New Business

Suggested Motion:

Agenda Language:

Consider approval authorizing the City to convey a 12' wide easement to Dow Hydrocarbons and Resources, LLC for a 12" Ethane Pipeline and authorize the city manager to execute. (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.)

ETHANE PIPELINE LICENSE AGREEMENT

This **ETHANE PIPELINE LICENSE AGREEMENT** (**"Agreement"**) is hereby made and entered into by and between the **CITY OF SEABROOK ("City")**, a home rule municipal corporation organized under the laws of the State of Texas and **Dow Hydrocarbons and Resources, LLC ("Company"),** a Delaware Limited Liability Company, with an office and place of business in Houston, Texas, with a mailing address of P. O. Box 4286, Houston, Texas 77210-4286.

The following statements are true and correct and constitute the basis upon which the City of SEABROOK has executed this Agreement.

A. Company wishes to construct a(n) twelve inch (12") nominal diameter pipeline for an approximate total distance of 301.45 linear feet within a twelve (12') foot wide right of way corridor for the transportation of ethane through the portion of properties owned or controlled by City, more specifically described in Exhibits "A" and "B" ("City Property"). Because Company is not a public utility, as that term is used in the City Charter and City Code, and because Company will not be providing services to end user customers in the City, Company is not required to obtain a franchise from the City, but is required to obtain the City's consent pursuant to a license agreement that sets forth the terms and conditions under which Company may use the City Property.

B. The City has reviewed Company's request and agrees to grant Company a license to use a portion of the surface and subsurface of the City Property as described in Section 6.4 and as further set out in Exhibit "A" in order to construct, operate and maintain a Pipeline on the terms and conditions set forth herein, solely for the transportation of ethane and solely in accordance with the terms and conditions of this Agreement. For initial construction, a temporary construction transportation access as described in Exhibit "B" is also granted as part of this Agreement.

Agreement

1. DEFINITIONS.

Capitalized terms used in this Agreement and not otherwise defined within this Agreement shall have the following meanings:

Affiliate shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

Agreement shall mean the authorization issued to Company hereunder to use a portion of the City Property in the location as set out in Exhibit "A" and in accordance with the specifications detailed in this Agreement for (i) the construction, installation,

maintenance and repair of Company's Pipeline; (ii) the use of such Pipeline for the transportation of ethane; and (iii) any other directly related uses of the City Property as requested in advance in writing by Company and approved in writing by the City, pursuant to and in accordance with this Agreement.

City shall mean the area within the corporate limits of the City of Seabrook, Texas and the governing body of the City of Seabrook, Texas.

City Facility shall mean all incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to, manholes, manhole vents, lateral line connections, valves, pipelines, junction boxes, fire hydrants, meter vaults, lift stations in, upon, under and across a portion of the City Property.

City Property shall mean that property as limited to and described in Exhibit "A."

Commission shall mean the Railroad Commission of Texas or other authority succeeding to the regulatory powers of that entity.

Company shall mean Dow Hydrocarbons and Resources, LLC, a Texas limited liability company, only and shall not include any Affiliate or third party.

Customer shall mean any Person located, in whole or in part, within the City.

Director shall mean the Director of the City's Planning and Development Department or authorized representative.

Person shall mean, without limitation, an individual, a corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust or any other form or business entity or association.

Pipeline shall mean that certain twelve inch (12") nominal diameter steel pipeline for an approximate total distance of 301.45 total linear feet (18.27 rods) and other facilities as approved by the Director that are installed by Company in or on the City Property in accordance with this Agreement and pursuant to the rules and regulations as promulgated by the U.S. Department of Transportation, Office of Pipeline Safety, as set out in the Code of Federal Regulations, Section 192 as adopted and modified by the Commission.

2. GRANT OF RIGHTS.

2.1. Reservation of Rights.

City, its successors and assigns, reserve the right to use the Land covered by this Agreement in any manner that will not prevent or interfere with Company's exercise of its rights. In addition, Company may, with prior written consent, which may include compensation to City, cut all trees, under-growth and overhanging branches and

to remove other obstructions that in Company's judgment may injure, endanger or interfere with the exercise of the rights granted to Company. City, additionally reserves the right to build a concrete commercial parking lot, along with any and all necessary appurtences thereto, including without limitation sprinkler systems, lighting systems, and drainage systems.

2.2. General Use of the City Property for Transportation of Ethane.

Subject to the terms and conditions set forth in this Agreement and the City Charter and ordinances, the City hereby grants Company a license to (i) erect, construct, install and maintain the Pipeline in, under, along and across the City Property at a depth determined in accordance with all applicable governmental requirements and specifications, including without limitation, those imposed by the Texas Railroad Commission and the U.S. Department of Transportation, but may be of no less than thirty-six inches (36") beneath the surface of the City Property and (ii) transport ethane through the portions of its Pipeline in, under, along and across the City Property as depicted in Exhibit "A". Company hereby acknowledges and agrees that this Agreement allows only the transportation of ethane through the City and does not allow Company to distribute, sell or otherwise provide ethane to any Customer.

2.3. Nonexclusive.

This Agreement and all rights granted to Company herein are strictly nonexclusive. The City reserves the right to enter into and grant other and future licenses and other authorizations for use of the City Property to other Persons and entities in accordance with applicable law and as the City deems appropriate; provided, however, that as to the grant of subsequent licenses for use of the City Property that is solely within the discretion of the City, if a dispute arises as to priority of the use of the City Property, the City will resolve such dispute in a manner that does not result in unreasonable interference with Company's operation of the Pipeline for the purposes provided for herein. This Agreement does not establish any priority for the use of the City Property by Company or by any present or future licensees or other permit holders. In the event of any dispute as to the priority of use of the City Property, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between licensees and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

2.4. Other Permits.

This Agreement does not relieve Company of any obligation to obtain permits, licenses and other approvals from the City or other regulatory agency necessary for the construction, installation, maintenance or repair of Company's Pipeline or the transportation of ethane through such Pipeline.

2.5. Bonds.

Prior to the commencement of any construction work in the City Property, that requires a cut, opening or other excavation, Company shall deliver to the City payment and performance bonds, in compliance with law, executed by a corporate surety authorized to do business in the State of Texas and acceptable to the City in the proportional amount of the cost of work under the construction contract or construction project that will be performed in the City Property. The bonds shall guarantee (i) satisfactory compliance by Company with all requirements, terms and conditions of this Agreement and (ii) full payments to all persons, firms, corporations or other entities with whom Company has a direct relationship for the performance of such construction, maintenance or repairs.

If any such construction, maintenance and repair work is undertaken by a contractor of Company, Company shall also require such contractor to deliver to Company bonds executed by a corporate surety authorized to do business in the State of Texas and acceptable to the City in the proportional amount of the cost of work under the construction contract or construction project that will be performed by the contractor in the City Property. The bonds shall guarantee (i) the faithful performance and completion of all construction, maintenance or repair work in accordance with the contract between Company and the contractor and (ii) full payment for all wages for labor and services and of all bills for materials, supplies and equipment used in the performance of that contract. Such bonds shall name both the City and Company as dual obligees.

3. TERM

This Agreement shall become effective on the date as of which both parties have executed it (**"Effective Date"**) and shall expire at 11:59 P.M. CT twenty (20) years from the last date of notarial acknowledgement, unless terminated earlier as provided herein.

4. FEES AND PAYMENTS TO CITY.

Reference Payment Letter Agreement dated 10/02/2014.

5. REGULATORY AUTHORITY OF THE CITY.

Company's property and operations hereunder shall be subject to such regulation by the City as may be reasonably necessary for the protection or benefit of the general public. In this connection, Company shall be subject to, governed by and shall comply with all applicable federal, state and local laws, including all ordinances, rules and regulations of the City, as same may be adopted and amended from time to time.

6. USE OF THE CITY PROPERTY.

6.1. Company's Rights.

Company and its representatives will have ingress to and egress from the City Property, using convenient places on the Land and any adjacent property owned or leased by City, to exercise the rights granted in this Agreement. After the Facilities' initial construction and installation, Company may use a reasonable amount of Land, with prior approval of City, as additional temporary work space to the extent reasonably necessary for the Facilities' maintenance, inspection, repair, removal or replacement, as requested by Company consistent with 6.3, 6.4 and related provisions hereafter. Company is entitled to all other rights and benefits necessary or convenient for the full enjoyment or use of the rights granted in this Agreement that are not inconsistent with the police powers of City, as provided in 6.2 hereafter. Provided, however that in the event Company reasonably requires the use of any such temporary work space, Company shall give City ten (10) days advance written notice of such intent to utilize any such temporary work space, unless the temporary work space is needed in the event of an emergency, in which case Company is expressly allowed to utilize any such temporary work space reasonably needed to address such emergency. At no time shall Company be able to fence off any portion of the City Property.

6.2. Compliance with Laws, Ordinances, Rules and Regulations.

The City has the right to control and regulate the use of the City Property, Public Rights of Way, public places and other City-owned property and the spaces above and beneath them. Company shall comply with all applicable laws, ordinances, rules and regulations, including, but not limited to, City ordinances, rules and policies related to construction permits, construction bonds, permissible hours of construction, operations during peak traffic hours, barricading requirements and any other construction rules or regulations that may be promulgated from time to time.

6.3. No Undue Burden.

The Pipeline shall not be erected, installed, constructed, repaired, replaced or maintained in any manner that places an undue burden on the present or future use of the City Property by the City and the public. If the City reasonably determines that the Pipeline does place an undue burden on any portion of the City Property, Company, at Company's sole cost and expense and within a reasonable time period specified by the City, shall modify the Pipeline or take other actions determined by the City to be in the public interest to remove or alleviate the burden.

6.4. Notice

Prior to the undertaking of any kind of construction, installation, maintenance, repairs or other work that requires the excavation, lane closure or other physical use of the City Property, Company shall, except for work required to address an emergency, provide at least twenty-four (24) hours' advance written notice to the City and the owners of property adjacent to the City Property that will be affected. In the case of emergencies Company shall provide notice to the affected landowners within twenty-four (24) hours after commencement of work. In addition, during any such work, Company shall provide

construction and maintenance signs and sufficient barricades at work sites to protect the public.

6.5 Minimal Interference.

Company will take all reasonable planning to minimize harm to the City Property and shall comply with conditions as set forth below:

6.5.1. Company shall provide the following information to the attention of the City Manager, 1700 First Street, Seabrook, Texas 77586:

a. Photographs documenting the condition of the City Property, access routes, temporary workspaces, and adjacent trees as such exist before installation of the Pipeline. All such photographs must include a visible date and time stamp indicating when the photography occurred. Company shall submit documentation of the pre-installation condition prior to beginning any construction or use of the City Property; and

b. Photographs documenting the condition of the City Property, access routes, temporary workspaces, and adjacent trees as such exist following installation of the Pipeline. All such photographs must include a visible date and time stamp indicating when the photography occurred. Post-installation documentation must be submitted no later than fifteen (15) business days after the completion of installation. Planning and Development personnel will distribute copies of the documentation to all appropriate City personnel to determine whether any damage has been done to the City Property, access routes, temporary workspaces, or adjacent trees.

6.5.2. At least seven calendar days prior to the start of construction, Company shall coordinate and participate in a **Preconstruction Meeting** with City of Seabrook staff to evaluate and address any issues or concerns.

6.5.3 Company shall not have the right to place permanent above ground facilities on City Property.

6.5.4. Company shall install the Pipeline in accordance with the installation specifications reflected in Exhibit(s) "A".

6.5.5. Company shall not remove or allow removal of any trees on the City Property without further written approval of the City.

6.5.6. The use of traffic control devices shall be consistent with the standards and provisions of Part VI of the Texas Manual on Uniform Traffic Control

Devices. Company shall utilize appropriate warning lights at all construction and maintenance sites where one or more traffic lanes are closed or obstructed during nighttime conditions.

6.5.7 No surface use of the City Property is permitted for storage or any purpose other than temporary access for construction vehicles.

6.5.8. Company, at its sole cost and expense, shall provide necessary protections for the access road(s) and repair any damage caused thereto by Company's activities.

6.5.9 For purposes of this section, the term "Foreign Material" shall mean any material, substance, chemical, waste, contaminant, emission, discharge, or pollutant regulated by any federal, state, or local law for the purpose of protection of health, safety, or the environment, including, but not limited to, petroleum, petroleum products, and waste products associated with petroleum production.

Except as otherwise provided in this Section, Company shall not knowingly cause or permit any Foreign Material to be released, brought, stored, or produced on or in the licensed area or City property in connection with Company's operations under this Agreement, provided, however, that Company shall be authorized, to store, handle, and use materials that are reasonably necessary for the construction or operation of the Pipeline so long as (i) such materials are properly stored, handled, or used in accordance with all applicable laws and the terms of this Agreement; and (ii) Company maintains Material Safety Data Sheets on-site when such chemicals are present and provides that information to the City on request. Company shall take all actions necessary to stop the release or presence of Foreign Material in connection with Company's operations. Any waste produced from Company operations will be the full responsibility of the Company to cleanup, handle, store, transport and dispose. As part of the consideration for this Agreement, Company waives any claim that this Agreement in any way confers generator status on the City for waste produced from Company operations.

If, during the course of construction, operation, maintenance, repair, or replacement of the Pipeline, Company encounters material that Company knows, suspects, or has reason to believe constitutes Foreign Material, Company shall immediately cease all activity, secure any material already at the surface and limit disturbance of any buried material in the vicinity of the suspected Foreign Material.

Company shall notify the City in accordance with the Notice section of this Agreement of any release from Company operations and the presence or release of suspected Foreign Material or Foreign Material.

NOTIFICATION MUST OCCUR WITHIN ONE HOUR AFTER CONFIRMATION BY COMPANY'S ENVIRONMENTAL HAZARD SERVICES PERSONNEL BUT UNDER NO CIRCUMSTANCES LATER THAN TWELVE HOURS AFTER INITIAL RELEASE OR DISCOVERY.

As part of the consideration for the license under this Agreement, Company shall be responsible for the cost and expense necessary to construct, operate, maintain, repair, or replace the Pipeline in accordance with any federal, state or local laws regulating the environment as well as other applicable regulations. Company will be fully responsible for, in accordance with any federal, state or local laws, testing, storing, removing, loading, transporting, and disposing of Foreign Material and suspected Foreign Material encountered during the construction, operation, maintenance, repair, or replacement of the Pipeline.
Any environmental assessment, cleanup, removal or disposal action will have to meet the standards set forth by any federal, state, or local law.

6.6. "As-Built" Plans and Maps.

Company, at Company's sole cost and expense, shall, within ninety (90) calendar days following the completion of the Pipeline, provide the City with as-built plans of all portions of the Pipeline located in the City and the City's extraterritorial jurisdiction and maps showing such Pipeline. Company shall supply the textual documentation of such as-built plans and maps in computer format as requested in writing by the City and shall otherwise fully cooperate with the City in ensuring that the Pipeline is accurately reflected in the City's mapping system.

6.7. Specifications of the Pipeline

The Company shall erect, install, construct, maintain, repair, and replace the Pipeline in accordance with the terms of this Agreement, Chapter 62 of the City Code and all applicable state and federal laws. The Pipeline shall not exceed the size and specifications stated herein and further set out in Exhibit "A." Pipeline shall be placed at a depth of no less than 36 inches throughout the entire length of the City Property, **provided however**, that if the Pipeline within City Property will be crossing any existing City Facility, the Pipeline must cross the City Facility at a not less than a 70 degree angle and be buried at a minimum of 60 inches below the bottom of the lowest City Facility. Company may seek a variance from these standards by submitting a written request explaining why a variance is required and detailing the alternate installation specifications that Company proposes. No variance shall be allowed unless approved in writing by the City.

If the Pipeline within the City Property crosses a water or sanitary sewer facility that is sixteen inches (16") or greater in diameter, Company must submit an emergency response plan to the City Manager, Chief of Police and Fire Chief prior to the commencement of the installation of the Pipeline. The emergency response plan must include, at a minimum, written procedures to minimize any hazard resulting to any City Facility, and such procedures must be approved by the City Manager, Chief of Police and Fire Chief before Company may begin construction.

6.8. Marking of Pipeline.

Company shall ensure that throughout the term of this Agreement, the Pipeline is marked in a manner that is acceptable to the Director and in compliance with Federal Regulations, such marking to show conspicuously Company's name and a toll-free telephone number of Company that a Person may call for assistance. Company shall inspect markings on a periodic basis throughout the term of this Agreement and ensure that faded, defaced, or otherwise illegible markers are replaced.

6.9. Surface Excavation.

The City shall have the right to coordinate all excavation work in the City Property in a manner that is consistent with and convenient for the implementation of the City's program for property management in order to preserve the integrity of the City Property.

6.10. Relocation of Pipeline.

Within forty-five (45) calendar days following a written request by the City, Company, at Company's sole cost and expense, shall protect, support, disconnect or relocate to another portion of the City Property all or any portion of its Pipeline due to street or other public excavation, construction, repair, grading, regrading or traffic conditions; the installation of sewers, drains, water pipes or municipally-owned facilities of any kind; the vacation, construction or relocation of streets or any other type of structure or improvement of a public agency; any public work; or any other type of improvement necessary, in the City's sole discretion, for the public health, safety or welfare. If Company reasonably requires more than forty-five (45) days to comply with the City's written request, it shall notify the City Manager in writing and the City will work in good faith with Company to negotiate a workable time frame.

6.11. Restoration of the City Property, Public Rights-of-Way and Public/Private Property.

Company, at Company's sole cost and expense, and in a manner approved by the City, shall promptly restore any portion of the City Property, Public Rights of Way, other City-owned property or other privately-owned property that are in any way disturbed or damaged by the construction, operation, maintenance, repair, removal, or replacement of any of the Pipeline to a condition that is at least as good as the one in which such

property existed immediately prior to the disturbance or damage. Company shall diligently commence such restoration within thirty (30) calendar days following the date that Company first became aware of the disturbance or damage or, if the Pipeline is being removed, within thirty (30) calendar days following such removal**.**

6.12. Emergency Procedures

6.12.1. For purposes of this Section, a public emergency shall be any condition which, in the opinion of the officials specified herein, poses an immediate threat to life, health or property and is caused by any natural or man-made disaster, including, but not limited to, storms, floods, fires, accidents, explosion, water main breaks and hazardous materials spills. In the event of a public emergency, the City shall have the right to take whatever action is deemed appropriate by the City Manager, Mayor, Police Chief or Fire Chief, or their authorized representatives, including, but not limited to, action that may result in damage to the Pipeline, and Company hereby (i) releases the City, its officers, agents, servants, employees and subcontractors from liability or responsibility for any Damages, as defined in this Agreement, that may occur to the Pipeline or that Company may otherwise incur as a result of such a response, and (ii) agrees that Company, at Company's sole cost and expense, shall be responsible for the repair, relocation or reconstruction of all or any of its Pipeline that is affected by such action of the City.

In responding to a public emergency, the City agrees to comply with all local, state and federal laws, including any requirements to notify the Texas One Call System, to the extent that they apply at the time and under the circumstances. In addition, if the City takes any action that it believes will affect the Pipeline, the City will notify Company as soon as practicable so that Company may advise and work with the City with respect to such action.

6.12.2. The Company shall maintain written procedures to minimize the hazards resulting from an emergency. These procedures shall at a minimum provide for the prompt and effective response to emergencies, including, but not limited to, leaks or releases that can impact public health safety or welfare; fire or explosions at or in the vicinity of the Pipeline, natural disaster; effective means to notify and communicate required and pertinent information to local fire, police and public officials during an emergency; the availability of personnel, equipment, tools and materials as necessary at the scene of an emergency; measures to be taken to reduce public exposure to injury and probability of accidental death or dismemberment; emergency shut down and pressure reduction of a Pipeline; the safe restoration of service following an emergency or incident; and follow-up incident investigation to determine the cause of the incident and require the implementation of corrective measures.

6.12.3. Upon the discovery of an emergency, the Company shall immediately communicate to the City's 911 system and the City Manager, Chief of Police and Fire Chief the following information:

a. A general description of the emergency;
b. The location of the emergency or incident;
c. The name and telephone number of the person reporting the emergency;
d. Whether or not any hazardous material is involved and identification of the hazardous material so involved; and
e. Any other information as requested by the emergency dispatcher or other such official at the time of reporting the emergency or incident.

In the event of an emergency that involves that portion of the Pipeline located in the City Property and necessitates immediate emergency response work or repairs, Company may initiate the emergency response work or repairs or take any action required under the circumstances provided that Company notifies the City as promptly as possible. After the emergency has passed, Company shall apply for and obtain any required construction permits and otherwise fully comply with the requirements of this Agreement.

6.13. Termination.

Company may terminate this Agreement, by sending a written notice to the City. Upon the Agreement's termination, Company may, at its sole option, abandon the underground Facilities, but Company must remove the Products and all of its above ground Facilities including fences and markers from the Land and restore the City Property surface area as close as reasonably practicable to its condition as of the Effective Date consistent with city and state regulations. **This Agreement shall terminate automatically upon cessation of use for the transmission of products for a continuous period of 24 months. Also, after any termination, any pipe remaining in the ground must be removed or filled with cement or as otherwise approved by City consistent with law.**

6.14. Removal of Pipeline.

Upon the revocation, termination or expiration without extension or renewal of this Agreement, Company's right to use the City Property under this Agreement shall cease, and Company shall immediately discontinue the transportation of ethane in or through the City. Within six (6) months following such revocation, termination or expiration and if the City requests, Company, at Company's sole cost and expense, shall remove the Pipeline from the City Property (or cap the Pipeline, if consented to by the City), in accordance with applicable laws and regulations. If Company has not removed all of the Pipeline from the City Property, (or capped the Pipeline, if consented to by the City) within six (6) months following revocation, termination or expiration of this Agreement, the City may deem any portion of the Pipeline remaining in the City Property abandoned and, at the City's sole option, (i) take possession of and title to such property

or (ii) take any and all legal action necessary to compel Company to remove such property; provided, however, that Company may not abandon its facilities or discontinue its services within the City without the approval of the Commission or successor agency or any other regulatory authority with such jurisdiction.

Within six (6) months following revocation, termination or expiration of this Agreement and in accordance with Section 6.11 of this Agreement, Company shall also restore any property, public or private, that is disturbed or damaged by removal (or, if consented to by the City, capping) of the Pipeline. If Company has not restored all such property within this time, the City, at the City's sole option, may perform or have performed any necessary restoration work, in which case Company shall immediately reimburse the City for any and all costs incurred in performing or having performed such restoration work.

7. LIABILITY AND INDEMNIFICATION.

7.1. Liability of Company.

Company shall be liable and responsible for any and all damages, losses, liabilities (joint or several), payments, obligations, penalties, claims, litigation, demands, defenses, judgments, lawsuits, proceedings, costs, disbursements or expenses (including, without limitation, fees, disbursements and reasonable expenses of attorneys, accountants and other professional advisors and of expert witnesses and costs of investigation and preparation) of any kind or nature whatsoever (collectively **"Damages"**), which may arise out of or be in any way connected with (i) the construction, installation, operation, maintenance or condition of the Pipeline or any related facilities or appurtenances; (ii) the transportation of ethane through the Pipeline; (iii) any claim or lien arising out of work, labor, materials or supplies provided or supplied to Company, its contractors or subcontractors; or (iv) Company's failure to comply with any federal, state or local law, ordinance, rule or regulation, except to the extent directly caused by the negligent or grossly negligent act(s) or omission(s) or intentional misconduct of the City.

Company shall pay for any damage to growing crops, fences, trees or livestock **or parking lots and appurtenances thereto** on the Land, which may be caused by Company in exercising the rights granted to it under this Agreement. The amount of damage, if not mutually agreed upon, will be determined by 3 disinterested persons, one to be appointed by the City, one to be appointed by the Company, and the third to be chosen by the two persons appointed. The written award of a majority of the 3 disinterested persons will be final.

COMPANY HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY OF ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ITS USE OF THE CITY PROPERTY UNDER THIS AGREEMENT OR WITH THE USE, MAINTENANCE, OCCUPANCY, EXISTENCE

OR LOCATION OF THE CITY PROPERTY, EXCEPT TO THE EXTENT CAUSED SOLELY BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE CITY.

7.2 Indemnification.

COMPANY, AT COMPANY'S SOLE COST AND EXPENSE, SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, BOARDS, COMMISSIONS, AGENTS, EMPLOYEES AND VOLUNTEERS ("INDEMNITEES"), FROM AND AGAINST ANY AND ALL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE FOR PROPERTY DAMAGE AND PERSONAL INJURY, INCLUDING DEATH) WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH (I) THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE OR CONDITION OF THE PIPELINE OR ANY RELATED FACILITIES OR APPURTENANCES; (II) THE TRANSPORTATION OF ETHANE THROUGH THE PIPELINE; (III) ANY CLAIM OR LIEN ARISING OUT OF WORK, LABOR, MATERIALS OR SUPPLIES PROVIDED OR SUPPLIED TO COMPANY, ITS CONTRACTORS OR SUBCONTRACTORS; OR (IV) COMPANY'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S) OR INTENTIONAL MISCONDUCT OF THE CITY.

7.3 Assumption of Risk and Environmental Remediation.

COMPANY HEREBY REPRESENTS TO THE CITY THAT (i) COMPANY HAS FULLY INSPECTED THE CITY PROPERTY; (ii) COMPANY IS SATISFIED WITH THE CONDITION OF THE CITY PROPERTY; AND (iii) COMPANY HAS BEEN FULLY ADVISED OF ITS OWN RIGHTS WITHOUT RELIANCE UPON ANY REPRESENTATION MADE BY THE CITY, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, COMMISSIONS, BOARDS OR VOLUNTEERS. COMPANY HEREBY UNDERTAKES AND ASSUMES, FOR AND ON BEHALF OF COMPANY, ITS OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS AND EMPLOYEES, ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT THE CITY PROPERTY.

ALTHOUGH, TO THE BEST OF THE CITY'S KNOWLEDGE, THE CITY PROPERTY COMPLIES WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL ENVIRONMENTAL LAWS AND REGULATIONS (COLLECTIVELY "ENVIRONMENTAL LAWS"), THE CITY DOES NOT WARRANT SUCH. COMPANY HEREBY COVENANTS AND AGREES THAT COMPANY, AT ITS SOLE COST AND EXPENSE, SHALL BE FULLY RESPONSIBLE FOR THE VIOLATION OF ANY ENVIRONMENTAL LAWS CAUSED, IN WHOLE OR IN PART, BY COMPANY, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR INVITEES, AND ANY REMEDIATION THAT MAY BE

REQUIRED AS A RESULT OF SUCH VIOLATION, EXCEPT TO THE EXTENT CAUSED BY THE CITY.

7.4. Defense of Indemnitees.

In the event any action, lawsuit or other proceeding is brought against any Indemnitee by reason of any matter for which the Indemnitees are indemnified hereunder, the City shall give Company prompt written notice of the making of any claim or commencement of any such action, lawsuit or other proceeding, and Company, at Company's sole cost and expense, shall resist and defend the same with reasonable participation by the City and with legal counsel selected by Company and specifically approved by the City. In such an event, Company shall not admit liability in any matter on behalf of any Indemnitee without the advance written consent of the City.

8. INSURANCE.

Company shall procure and maintain at all times, in full force and effect, a policy or policies of insurance to provide coverage as specified herein, naming the City as an additional insured and covering all public risks related to the use, occupancy, condition, maintenance, existence or location of the City Property and the construction, installation, operation, maintenance or condition of the Pipeline, including the transportation of ethane through the Pipeline. The insurance required hereunder may be provided by a combination of self-insurance, primary and excess policies.

8.1. Primary Liability Insurance Coverage.

- **Commercial General Liability:**

  $5,000,000.00 per occurrence, $10,000,000.00 aggregate, including coverage for the following: (i) Premises Liability; (ii) independent contractors; (iii) products/completed operations; (iv) personal injury; (v) contractual liability; (vi) explosion, collapse and underground property damage; (vii) underground resources damage; (viii) independent contractors protective liability; and (ix) broad-form property coverage.

- **Environmental Impairment Liability (EIL) &/0r Pollution Liability:**

  a) Company shall purchase and maintain in force throughout the term of this Agreement, insurance and protection for bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Pipeline site. Coverage shall be maintained in an amount of $5,000,000.00 per loss, with an annual aggregate of $10,000,000.00.

b) Coverage shall apply to gradual pollution; seepage; sudden and accidental pollution conditions resulting from the escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gasses; waste material; or other irritants, contaminants or pollutants.

If EIL is written on a "claims made" basis, the Company must maintain continuous coverage and purchase Extended Coverage Period Insurance, when such coverage is not otherwise included as part of the basic policy, for as long as this Agreement is in effect and for five (5) years after its termination or expiration.

- **Property Damage Liability:**

  $10,000,000 per occurrence

- **Automobile Liability:**

  $1,000,000.00 per accident, including, but not limited to, all owned, leased, hired or non-owned motor vehicles used in conjunction with the rights granted under this Agreement

- **Worker's Compensation:**

  As required by law; and,
  Employer's Liability - $1,000,000.00 per accident.

  Such coverage shall include a Waiver of Subrogation in favor of the City and provide coverage in accordance with applicable State and Federal Laws.

8.2. Revisions to Required Coverage.

At the reasonable recommendation of the City Manager, the City may at any time revise insurance coverage requirements and limits required by this Agreement. Company agrees that within sixty (60) days of receipt of written notice from the City, Company will make all reasonable efforts to implement all such revisions requested by the City and, if Company is unable to implement such revisions, Company shall provide the City with one or more specific reasons why Company could not implement such revisions. Each policy of insurance shall include an endorsement providing that 30 days' notice of cancellation or change in coverage will be furnished to the certificate holder.

8.3. Underwriters and Certificates.

Company shall procure and maintain its insurance with underwriters authorized to do business in the State of Texas and who are acceptable to the City in terms of solvency and financial strength. Within thirty (30) days following adoption of this Agreement by the City Council, Company shall furnish the City with certificates of insurance signed by the

respective companies as proof that it has obtained the types and amounts of insurance coverage required herein. In addition, Company shall, on demand, provide the City with evidence that it has maintained such coverage in full force and effect.

8.4. Deductibles.

Deductible or self-insured retention limits on any line of coverage required herein shall not exceed $1,000,000.00 in the annual aggregate unless the limit per occurrence or per line of coverage, or aggregate is otherwise approved by the City.

8.5. No Limitation of Liability.

The insurance requirements set forth in this Section 8 and any recovery by the City of any sum by reason of any insurance policy required under this Agreement shall in no way be construed or affected to limit or in any way affect Company's liability to the City or other persons as provided by this Agreement or law.

9. DEFAULTS.

The occurrence at any time during the term of this Agreement of one or more of the following events shall constitute an **"Event of Default"** under this Agreement:

9.1. Failure to Pay License Fee

An Event of Default shall occur if Company fails to pay any License Fee on or before the respective due date.

9.2. Breach.

An Event of Default shall occur if Company materially breaches or violates any of the terms, covenants, representations or warranties set forth in this Agreement or fails to perform any obligation required by this Agreement.

9.3. Bankruptcy, Insolvency or Receivership.

An Event of Default shall occur if Company (i) files a voluntary petition in bankruptcy; (ii) is adjudicated insolvent; (iii) files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; (iv) seeks, consents to or acquiesces in the appointment of any trustee, receiver, master, custodian or liquidator of Company, any of Company's property or any revenues, issues, earnings or profits thereof; (v) makes an assignment for the benefit of creditors; or (vi) fails to pay Company's debts generally as they become due.

9.4. Violations of the Law.

An Event of Default shall occur if Company violates any existing or future federal, state or local laws or any existing or future ordinances, rules and regulations of the City.

9.5 Failure to Complete Construction

An Event of Default shall occur if Company fails to complete construction of the Pipeline within one (1) calendar year from the execution of this Agreement.

10. UNCURED DEFAULTS AND REMEDIES.

10.1. Notice of Default and Opportunity to Cure.

If an Event of Default occurs on account of Company's failure to pay the License Fee in accordance with Section 9.1 or failure to complete construction of the Pipeline in accordance with Section 9.5, such Event of Default shall be deemed an Uncured Default and the City shall have the right to terminate this Agreement immediately upon provision of written notice to Company. If an Event of Default occurs for a reason other than for failure to pay the License Fee, the City shall provide Company with written notice and shall give Company the opportunity to cure such Event of Default. For an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) days from the date it receives written notice from the City to cure the Event of Default. For any other Event of Default, Company shall have sixty (60) days from the date it receives written notice from the City to cure the Event of Default. If any Event of Default is not cured within the time period specified herein, such Event of Default shall, without further notice from the City, become an **"Uncured Default"** and the City immediately may exercise the remedies provided in Section 10.2.

10.2. Remedies for Uncured Defaults.

Upon the occurrence of an Uncured Default, the City shall be entitled to exercise, at the same time or at different times, any of the following remedies, all of which shall be cumulative of and without limitation to any other rights or remedies the City may have:

10.2.1. Termination of Agreement.

Upon the occurrence of an Uncured Default, the City may terminate this Agreement. Upon such termination, Company shall forfeit all rights granted to it under this Agreement, and, except as to Company's unperformed obligations and existing liabilities as of the date of termination, this Agreement shall automatically be deemed null and void and shall have no further force or effect. Company shall remain obligated to pay and the City shall retain the right to receive License Fees and any other payments due up to the date of termination. Company shall remove the Pipeline from and restore the City Property as and when requested by the City. The City's right to terminate this Agreement under

this Section 10.2.1 does not and shall not be construed to constitute any kind of limitation on the City's right to terminate this Agreement for other reasons as provided by and in accordance with this Agreement; provided, however, that Company may not abandon the Pipeline without the approval of the Commission or successor agency or other regulatory authority with jurisdiction, if such action without such approval is prohibited at the time by applicable federal or state law or regulation.

10.2.2. Legal Action Against Company.

Upon the occurrence of an Uncured Default, the City may commence against Company an action at law for monetary damages or in equity, for injunctive relief or specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable.

11. PROVISION OF INFORMATION

11.1. Filings with the Commission.

Company shall upon request provide copies to the City of all documents which Company files with or sends to the Commission or another state or federal regulatory body concerning or related to its transportation of ethane through the Pipeline, including, but not limited to, filings related to (i) tariffs; (ii) rules, regulations and policies requested, under consideration or approved by the Commission; and (iii) applications and any supporting pre-filed testimony and exhibits filed by Company or third parties on behalf of Company, on the same date as such filings are made with the Commission. In addition, Company shall provide the City upon request with copies of records, documents and other filings that Company is required to maintain or supply to the Commission under any applicable state or federal law, rule or regulation concerning or related to its transportation of ethane through the Pipeline.

In addition, regardless of whether the City makes a request, Company shall provide the City with copies of the Company's filings with the Commission or another state or federal regulatory body that (i) involve a safety incident within a one-mile radius of the Pipeline, (ii) relate to the Pipeline and involve its location or configuration; (iii) relate to the Pipeline and involve a public health or safety issue, or (iv) relate to the Pipeline and concern the issuance, modification, renewal, suspension, revocation, or reinstatement of the permit for the Pipeline. Company shall also provide a written report to the Chief Building Official describing how the Company responded to resolve any health or safety incident that is the subject of its filing with the Commission.

12. COMPANY AS INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Company shall operate as an independent contractor as to all rights and privileges granted by this Agreement, and not as an agent, representative or employee of the City. Company shall have the exclusive right to control the details of its business and other operations necessary or appurtenant to the transportation of ethane in accordance with the terms and conditions of this Agreement, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Company acknowledges that the doctrine of *respondeat superior* shall not apply as between the City and Company, its officers, agents, employees, contractors and subcontractors. Company further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the City and Company.

13. ASSIGNMENT PROHIBITED.

Company may not assign or otherwise transfer any of its rights or obligations under this Agreement unless specifically authorized in writing by the City, which authorization shall not be unreasonably withheld.

14. NOTICES.

Except as otherwise provided below, notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (i) hand-delivered to the other party, its agents, employees, servants or representatives, or (ii) received by the other party by United States Mail, postage prepaid, return receipt requested, addressed as follows:

To THE CITY:

City of Seabrook
City Manager
1700 First Street
Seabrook, TX 77586

To COMPANY:

Dow Hydrocarbons and Resources, LLC

with a copy to:

City of SEABROOK
City Secretary
1700 First Street
Seabrook, TX 77586

with a copy to:

Dow Hydrocarbons and Resources, LLC

For notices regarding known or suspected Foreign Material (as defined in Section 6.5.9), Company shall notify the City in accordance with the timelines specified in Section 6.5.9 via telephone at (281-291-5688).

15. NON-DISCRIMINATION COVENANT.

Company shall not discriminate against any person on the basis of race, color, national origin, religion, handicap, sex, sexual orientation or familial status in the receipt of benefits from Company's business operations, in any opportunities for employment with Company or in the construction or installation of the Pipeline.

16. NO WAIVER.

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any rights that the City may have, either under this Agreement or the law, shall not constitute a waiver of the City's right to insist upon appropriate performance or to assert any such right on any future occasion.

17. GOVERNING LAW AND VENUE.

This Agreement shall be construed pursuant to and in accordance with the laws of the United States of America and the State of Texas. If any action, whether real or asserted, at law or in equity, arise out of the terms of this Agreement, Company's transportation of ethane or Company's use of the City Property, venue for such action shall lie exclusively in state courts located in Harris County, Texas or the United States District Court for the Southern District of Texas, Houston Division.

18. CONFERENCES.

At the request of either the City or Company, the City and Company shall meet at reasonable times and upon reasonable notice to discuss any aspect of this Agreement, Company's Pipeline, Company's operations in the City, Company's transportation of ethane or Company's use of the City Property.

19. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a final order entered by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. For purposes of this Agreement, a court order shall be final only to the extent that all available legal rights and remedies pertaining to such order, including, without limitation all available appeals, have been exhausted. In such an event, the City and Company agree that they shall amend or have amended this Agreement to comply with such final order entered by a court of competent jurisdiction.

20. FORCE MAJEURE.

In the event Company's performance of any of the terms, conditions or obligations required by this Agreement is prevented by a cause or event that is not within Company's reasonable control, Company's non-performance shall be deemed excused for the period of such inability. Causes or events that are not within the Company's control shall include, but

not be limited to, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, breakage of equipment, explosions and natural disasters.

21. HEADINGS NOT CONTROLLING.

Headings and titles, other than those captions in Section 1, that are used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Company as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with the terms and conditions of this Agreement. This Agreement shall not be amended unless agreed to in writing by both parties and approved by the City Council of the City.

EXECUTED as of the later date below:

CITY OF SEABROOK:	**DOW HYDROCARBONS AND RESOURCES, LLC**
By:_____ City Manager	By:_____
Date:_____	Date:_____

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Gayle Cook, City Manager of the City of Seabrook, a home-rule municipal corporation of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and, that (s)he has executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

[SEAL]

_____Notary Public in and for the
State of Texas

My Commission Expires:
_____Print Name of Notary Public Here

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, Vice President - Engineering, on behalf of Dow Hydrocarbons and Resources, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and, that (s)he has executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____

[SEAL]

_____Notary Public in and for the
State of Texas

My Commission Expires:
_____Print Name of Notary Public Here

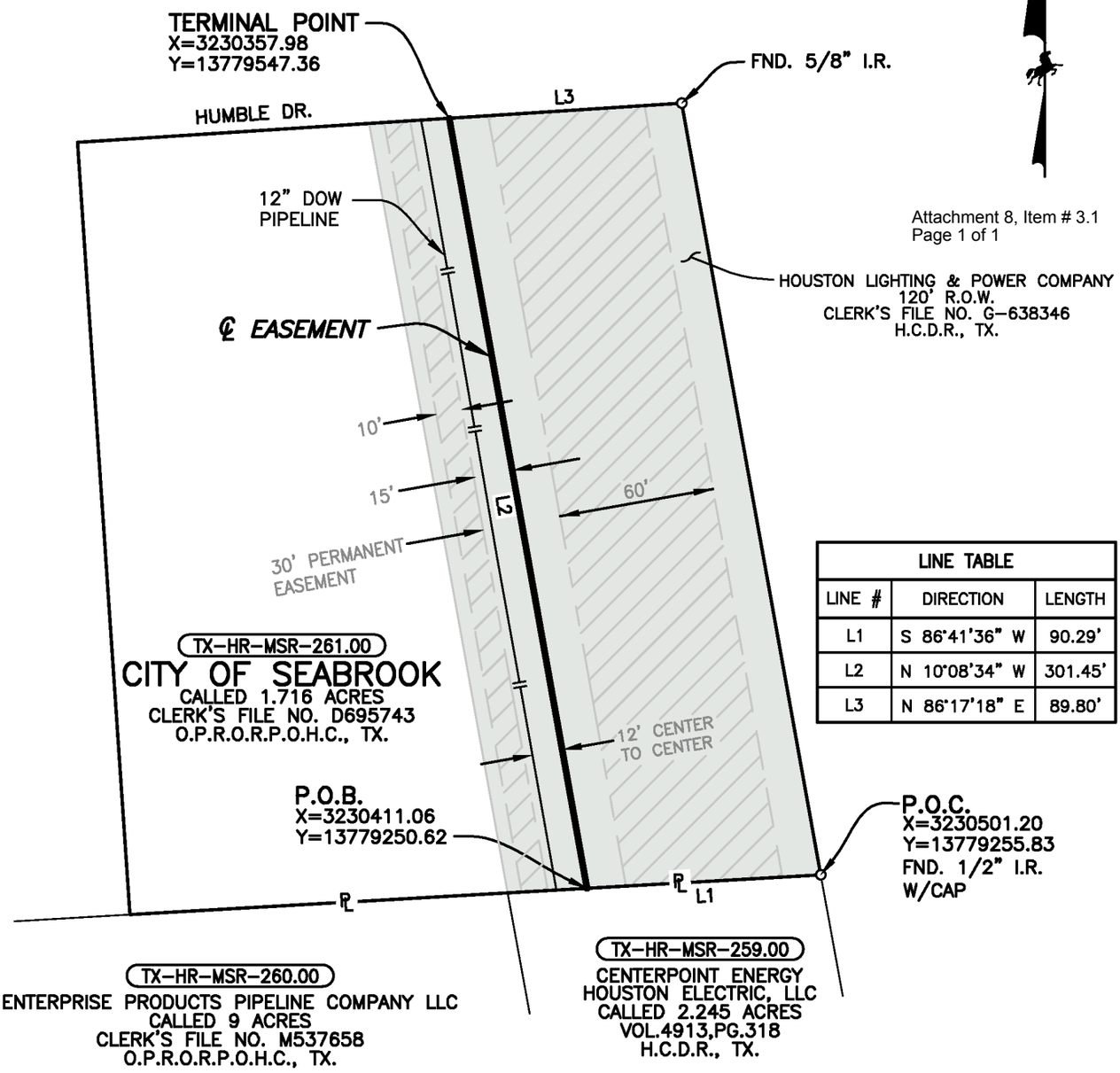
THIS DRAWING IS THE PROPERTY OF THE DOW CHEMICAL COMPANY.

SITE:	DIVISION:	JOB NO:
LOCATION:		

HARRIS COUNTY, TX

R. MORRIS SURVEY, A–52

EXHIBIT "A"



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 86°41'36" W	90.29'
L2	N 10°08'34" W	301.45'
L3	N 86°17'18" E	89.80'

SCALE: 1" = 60'

60' 30' 0 60'

CENTERPOINT EASEMENT

BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NSRS 2007), SOUTH CENTRAL ZONE, US SURVEY FEET, ELEVATIONS BASED ON THE NAVD 88 DERIVED FROM GPS OBSERVATIONS.

ALL DISTANCES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY AN AVERAGE COMBINED SCALE FACTOR OF 1.000129918

I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: OCTOBER 2013.

STATE OF TEXAS
REGISTERED
TERRY SINGLETARY
4808
PROFESSIONAL
LAND SURVEYOR

TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
101 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.8940

TOTAL LENGTH BASELINE: 301.45 FEET = 18.27 RODS
PERMANENT EASEMENT (0.21 AC.)
TEMPORARY WORK SPACE (0.48 AC.)
ADDITIONAL TEMPORARY WORK SPACE (0.00 AC.)

	BY	DATE
SPEC	TR	01/22/14
CHKD	LH	04/15/14
APPD	RR/TRS	05/07/14

DOW HYDROCARBONS AND RESOURCES LLC

PROPOSED 12" PIPELINE
CITY OF SEABROOK
GULFSTREAM MSP PROJECT

REV DATE | | SCALE | 1"=60'

Wood Group Mustang, Inc.
TEXAS REGISTERED ENGINEERING FIRM F-2999

PROJECT NO. 100502

TX–HR–MSR–261.00

SHEET:

STATUS | VER.

$INSTRUCTIONS

$FILENAME

FILE: G:\DGN\DOW\DPL\TXO LHC Pipeline Project\Acad Finals\2014\TX–HR–MSR–261.00.dwg PLOT DATE: 5/7/2014 BY: RANDA ROBINSON

$TIME $DATE $PERSON

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
23		OPEN/IN WORK	11/4/2014			Mayor/ City Mgr.			5.1	Provide periodic updates on TxDOT's progress to improve/widen SH 146.	
30		OPEN/IN WORK	11/18/2014			Staff			4.2	Provide periodic updates of Strategic Plan	
31		OPEN/IN WORK	12/2/2014			Staff			6.1	Mystic Village traffic issues and traffic count	Traffic plan is being considered on a staff level.
32		OPEN/IN WORK	2/17/2015			Staff			6.1	Provide periodic project updates	
33		OPEN/IN WORK	2/17/2015			Staff			6.1	Provide periodic updates on Master Plan	

May 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 **Early Voting 8 a.m. - 5 p.m.**	**2 Keels & Wheels** **Early voting 9-11 a.m.**
3 **Keels & Wheels**	*4* **Early voting Special Council Meeting 6 p.m.**	*5* **Early voting 7 a.m.-7 p.m. Council 7:30 p.m.**	*6*	*7* **Open Space 5 p.m.**	*8*	*9* **Election Day 7 a.m.—7 p.m.**
10	*11*	*12*	*13*	*14* **Joint Council/ P&Z/ EDC/Master Plan special meeting 6:30 p.m.**	*15*	*16*
17	*18* **Citizens in Space**	*19* **Council 7 p.m. Citizens in Space**	*20* **Citizens in Space**	*21* **P&Z 7 p.m. Citizens in Space**	*22*	*23*
24	*25* **Holiday—city hall closed.**	*26*	*27* **Hurricane Meeting 7p.m.-9 p.m.**	*28* **TxDOT meeting about SH 146 Bay Elementary 5:30 p.m.**	*29*	*30*
31						

June 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	*2* **Council 7 p.m.**	*3*	*4* **Open Space & Trails 5 p.m.**	*5*	*6*
7	*8*	*9*	*10*	*11* **EDC 7 p.m.**	*12*	*13*
14	*15*	*16* **Council 7 p.m.**	*17*	*18* **P&Z 7:00 p.m.** **Tx Outlaw Challenge**	*19* **Tx Outlaw Challenge**	*20* **Tx Outlaw Challenge**
21 **Tx Outlaw Challenge**	*22*	*23*	*24*	*25* **Michele's Retirement Party 4:30-6:30pm Comm. House**	*26*	*27*
28	*29*	*30*				