

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, JULY 28, 2015 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY JULY 28, 2015 AT 7:00 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 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 INTERVIEW CANDIDATES FOR VARIOUS BOARDS & COMMISSIONS

 ATTACHMENT 1

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

2.0 PRESENTATIONS

- 2.1 Introduce new police officer Kayla Bankhead and administer oath of office. (Wright and Hicks)
- 2.2 Recognize volunteers Nancy Jones, Hilda Giangrosso, and the Seabrook Rotary Club for their hard work and dedication to making the 4th of July Kids' Parade a fun and special event. (Landis)
- 2.3 Recognize Bolivar "Bo" Lewis for his contributions to the Planning and Zoning Commission. (Landis)

3.0 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.

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

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

📎 ATTACHMENT 2

- 4.1 Approve on second and final reading proposed Ordinance No. 2015-14, "Amendment to the Official Street Map to Rename Second Street to Main Street." (Landis)

AN ORDINANCE AMENDING THE OFFICIAL CITY STREET MAP OF THE CITY OF SEABROOK, WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, CHAPTER 75, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES", ARTICLE 2, "STREETS", SECTION 75-26, "STREET NAMING AND NUMBERING MAP", BY RENAMING "SECOND STREET" TO "MAIN STREET", REQUIRING THAT THE "CITY STREET MAP" BE AMENDED TO REFLECT THIS CHANGE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

📎 ATTACHMENT 3

- 4.2 Approve proposed Resolution 2015-21, "Supporting a Coastal Barrier System." (Royal)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING A COASTAL BARRIER SYSTEM TO PROTECT THE HOUSTON/GALVESTON REGION FROM STORM SURGE AND SUB-TROPICAL RAIN EVENTS; REQUESTING FUNDING FROM THE STATE OF TEXAS TO PROVIDE FOR COMPREHENSIVE STUDIES TO DETERMINE THE MOST EFFECTIVE COASTAL BARRIER SYSTEM TO SAFEGUARD THE REGION; REQUESTING THE TEXAS FEDERAL DELEGATION TO SEEK AND SUPPORT FEDERAL FUNDING FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF A COASTAL BARRIER SYSTEM FOR THE AREA; AND PROVIDING FOR DELIVERY OF SUCH RESOLUTION TO ALL TEXAS STATE LEGISLATORS AND THE ENTIRE TEXAS FEDERAL DELEGATION REPRESENTING TEXAS CITIZENS IN WASHINGTON, D.C.

📎 ATTACHMENT 4

- 4.3 Approve contract with Personnel Sector Personnel Consultants, Inc. in the amount of \$25,000 for a compensation study for all city positions and authorizing the City Manager to execute. (Cook)
- 4.4 Approve Investment Report for 3rd quarter 2014-15. (Lab)

 ATTACHMENT 5

- 4.5 Approve Quarterly Communications and Marketing Report. (Dearman)

 ATTACHMENT 6

- 4.6 Approve Monthly Public Safety Report for June 2015. (Wright)

 ATTACHMENT 7

- 4.7 Approve Monthly Building Report for June 2015. (Landis)
- 4.8 Appoint Laura Davis to the Planning and Zoning Commission, with a term ending January 31, 2016, to fill the position vacated by Boliver "Bo" Lewis. (Council)
- 4.9 Appoint Jared Kelly to the Ethics Review Commission, with a term ending October 31, 2016. (Council)

 ATTACHMENT 8

- 4.10 Approve the minutes of the July 07, 2015 regular City Council meeting. (Hicks)

END OF CONSENT AGENDA

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

 ATTACHMENT 9

- 5.1 Consider approval of the contract with Food and Vine Time Productions for production services of signature festival events for 2015-16 in an amount not to exceed \$35,000 out of the FY 2014-15 budget. This event was approved by City Council on 7/7/2015. (Cook)

 ATTACHMENT 10

- 5.2 Update on ownership of Walking Bridge. (Cook)

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

- 6.1 Update on decorative holiday lighting along Second Street. (Cook)

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

 ATTACHMENT 11

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

 ATTACHMENT 12

- 7.2 Establish future meeting dates and agenda items. (Council)

8.0 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

 ATTACHMENT 13

- 8.1 Consult with attorney to receive legal advice on legal issues associated with a Memorandum of Understanding with the Port of Houston Authority. (Cook)

9.0 OPEN MEETING

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

- 9.1 Consider and authorize approval or action on amendments to the Memorandum of Understanding (MOU) with the Port of Houston Authority (POHA). (Cook)

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, July 24, 2015 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Robin Hicks
City Secretary

**CITY OF SEABROOK
BOARDS/COMMISSION/CORPORATIONS
APPLICATION AND INFORMATION STATEMENT**

QUALIFICATIONS FOR APPOINTMENT TO THE CITY OF SEABROOK BOARDS/COMMISSIONS/CORPORATIONS ARE AS FOLLOWS:

- You have been a resident of Seabrook for at least six months prior to the date of appointment. (One year for appointment to the P&Z Commission and Board of Adjustment.)
- You are a qualified City of Seabrook voter at the time of appointment. Certification # [REDACTED]
- You have no felony conviction for which you have not been pardoned.
- You are not an adversary party to pending litigation against the City.
- You are not in arrears on any city taxes, water service charges or other obligations owed the City.

Please number the Boards/Commissions/Corporations you wish to serve on in order of preference. Please do not select more than three (3) boards on which you wish to serve.

Board of Adjustment/Building Standards _____ Civil Service Commission _____
EDC _____ Ethics Review Commission _____ Open Space & Trails Commission _____
P&Z Commission ☒

ALL INFORMATION ON THIS APPLICATION WILL BECOME PUBLIC RECORD.

NAME: Laura Davis
HOME ADDRESS: 2516 Wild Oak Forest Ln
HOME PHONE: [REDACTED] CELL PHONE: 781.702.1723
E-MAIL ADDRESS: [REDACTED]
DAY TIME PHONE: _____
PROFESSION: teacher
BUSINESS NAME AND ADDRESS: University Baptist Church, 16106
Middlebrook Dr, Houston

PERSONAL REFERENCES:

Name	Address	Daytime Phone #
<u>Glenn Royal</u>	_____	_____
<u>Thom Kolipski</u>	_____	_____

How long have you lived in the City of Seabrook? 11 years

Name of Applicant Laura Davis

If you have been a member of a Seabrook Board/Commission/Corporation before, please indicate the Board, Commission or Corporation and the approximate dates of service:

Hotel Tax Commission 2006-2008Public Safety Commission 2009-2014

Have you ever been convicted of a crime, other than minor traffic violations?

No.

What experience do you have that may qualify you for service on a particular Board, Commission or Corporation (i.e. licenses, degrees, and certificates)?

City Council 2008-2014BS in Political Science from Texas A+M.

Please list any civic or community endeavors in which you have been involved:

City's 50th Celebration; PTA @ Ed White; VBS
Director @ University Baptist Church.

I understand that applicants for board positions will be interviewed by City Council during a Council meeting. A list of typical questions is included with this application. Other questions may be asked during the interview. I will be contacted by the city secretary's office for an interview date and time.

I understand that if appointed, I must adhere to the Ethics Ordinance, including Section 2-239, that requires all members of the Board of Adjustment, EDC and Planning and Zoning Commission to complete a disclosure statement within 10 business days of appointment. (See attached.)

I agree to be bound by the Seabrook Charter, including Section 11.09, "Personal Interest" (See attached.)

I understand that State law requires that I undergo one hour of training concerning the Opening Meetings Act within 90 days of my appointment.

I hereby affirm the information provided herein is true and correct to the best of my knowledge.

Signature

Date

Return to:

Michele L. Glaser, City Secretary
1700 First St.; Seabrook, TX 77586
(281)291-5663; FAX (281)5710
mglaser@seabrooktx.gov or mbrant@seabrooktx.gov

This application will remain on file for one year.

OFFICE USE ONLYDate Submitted 7/1/15 Received by: _____ Date(s) Interviewed _____

Comments: _____

Date Appointed: _____

CITY OF SEABROOK
BOARDS/COMMISSION/CORPORATIONS
APPLICATION AND INFORMATION STATEMENT

FEB 3 2015 PM 1:27

QUALIFICATIONS FOR APPOINTMENT TO THE CITY OF SEABROOK BOARDS/COMMISSIONS/CORPORATIONS ARE AS FOLLOWS:

- You have been a resident of Seabrook for at least six months prior to the date of appointment. (One year for appointment to the P&Z Commission and Board of Adjustment.)
- You are a qualified City of Seabrook voter at the time of appointment. Certification # [REDACTED]
- You have no felony conviction for which you have not been pardoned.
- You are not an adversary party to pending litigation against the City.
- You are not in arrears on any city taxes, water service charges or other obligations owed the City.

Please number the Boards/Commissions/Corporations you wish to serve on in order of preference. Please do not select more than three (3) boards on which you wish to serve.

Board of Adjustment/Building Standards 2 Civil Service Commission 6 EDC 7
Ethics Review Commission 1 Open Space & Trails Commission 5
P&Z Commission 3 Public Safety 4 Other 8

ALL INFORMATION ON THIS APPLICATION WILL BECOME PUBLIC RECORD.

NAME: Jared Kelly
HOME ADDRESS: 1761 Hialeah Dr. Seabrook, TX 77586
HOME PHONE: 832-520-9711 CELL PHONE: 832-520-9711
E-MAIL ADDRESS: [REDACTED]
DAY TIME PHONE: 832-520-9711
PROFESSION: Superintendent Construction
BUSINESS NAME AND ADDRESS: Employed By:
Vavlt Construction Group

PERSONAL REFERENCES:

Name	Address	Daytime Phone #
<u>Debbie Manning (Jim Manning)</u>	<u>3811 N Roth Rd Hobbs NM</u>	<u>575-392-1506</u>
<u>Susan Kelly</u>	<u>355 Horse Cove Rd Gurley AL</u>	<u>256-776-4318</u>

How long have you lived in the City of Seabrook? 6mo.

Name of Applicant Jared Kelly Page 2 of 4

N/A

No

Bachelor Degree Interdisciplinary Studies
with focus on Business and Political Science
Arizona State University

Bayside Little League Coach Baseball Seabrook
9 & 10 yr. old (currently)

I hereby affirm the information provided herein is true and correct to the best of my knowledge.

Signature

Date 2/3/15

Michele L. Glaser, City Secretary
1700 First St.; Seabrook, TX 77586
(281)291-5663; FAX (281)5710
mglaser@seabrooktx.gov or mdrant@seabrooktx.gov

This application will remain on file for one year.

Date Submitted __/__/__ Received by: _____ Date(s) Interviewed _____
Comments: _____

Date Appointed:

Board/Committee Applicant Questions

The following questions are examples of the questions which may be asked by Council members during your interview.

1. How long have you been a resident of the city? *6 months*
2. Briefly tell us about yourself. For example, how long have you lived in Seabrook? Where do you live and what attracted you to Seabrook? *6mo. The great Family atmosphere, good Schools*
3. Why are you applying for a board or committee position? How did you find out about the opening? *To help out/volunteer. City Secretary Michele Glaser told me about vacancy*
4. Have you ever attended a board/commission meeting of the board in which you are interested in serving? *no*
5. For the boards or committees you are applying for are you familiar with any of the current members and have you had any involvement with the board or committee or any business or organization currently involved with the board or committee? *no*
6. Have you done any business with or requested any type of funding from the city as a private person or as an employee of a business or as a member of an organization? If yes, please explain. *no*
7. Please identify any city sponsored events or activities that you have had any involvement. How can these activities help you to serve the city on a board? *none, I want to get involved*
8. Describe your professional or other volunteer experience that may be relevant to serving on a board or committee? Have you had leadership positions in those activities? *Coach youth baseball
Current Superintendent Construction*
9. What did you like about your volunteer experience that you have listed on your application? *It is a fun and rewarding experience*

Board/Committee Applicant Questions

- 31
- 32 10. Is your schedule flexible enough to allow you to attend night meetings for
- 33 the committee/board/commission that you are interested in serving? Do
- 34 you have adequate time to prepare for the meetings as needed and
- 35 participate in events as described in the application information? If time
- 36 commitment becomes a problem, would you be willing to voluntarily
- 37 resign? *yes. I manage time well so I see*
- 38 *no conflict.*
- 39 11. Are you familiar with any of the city's ordinances such as Zoning and
- 40 Subdivision Ordinances? (This will be of particular importance to
- 41 applicants for the Planning and Zoning Commission and the Board of
- 42 Adjustment.) *yes*
- 43
- 44 12. Are you familiar with the City's Comprehensive Plan? (This affects many
- 45 boards, but is especially important for P&Z Commission members.) *no*
- 46
- 47 13. For BOA and P&Z Commission applicants, do you have any specific
- 48 knowledge of the zoning permit or building permit process?
- 49
- 50 14. Are you familiar with the City Charter?
- 51 *yes*
- 52 15. What do you like best about Seabrook?
- 53 *The quiet family atmosphere of a small town*
- 54 16. What do you like least about Seabrook?
- 55 *All the power lines running along 146*
- 56 17. Considering what you like best and what you like least about Seabrook
- 57 what is your vision of our city 5 to 10 years from now?
- growth both economically and population*

**ORDINANCE NO. 2015-14
AMENDMENT TO THE OFFICIAL STREET MAP TO
RENAME SECOND STREET TO MAIN STREET**

AN ORDINANCE AMENDING THE OFFICIAL CITY STREET MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, CHAPTER 75, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES", ARTICLE 2, "STREETS", SECTION 75-26, "STREET NAMING AND NUMBERING MAP", BY RENAMING "SECOND STREET" TO "MAIN STREET", REQUIRING THAT THE "CITY STREET MAP" BE AMENDED TO REFLECT THIS CHANGE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE.

WHEREAS, the City of Seabrook has evaluated a request for the renaming of "Second Street" to "Main Street", to more appropriately reflect and designate the characteristics of such street within the City; and

WHEREAS, all public notices have been published, mailed and provided in accordance with statute and the City Code of Ordinances; and

WHEREAS, the City Council has conducted a public hearing on such request, in the time and manner required by law; and

WHEREAS, the City Council of the City of Seabrook deems it in the best interests of the citizens to rename Second Street to Main Street;

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

SECTION 1. FINDINGS.

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

SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE, CHAPTER 75, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES", ARTICLE 2, "STREETS", SECTION 75-26, "STREET NAMING AND NUMBERING MAP".

That the City Council of the City of Seabrook hereby approves the renaming of "Second Street" to "Main Street" for its entire length from NASA Parkway to Todville Road. The "City Street Map" shall be amended to reflect the renaming of "Second Street" to "Main Street".

Ordinance No. 2015-14

Page 2

SECTION 3. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

SECTION 4. SEVERABILITY.

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

SECTION 5. NOTICE.

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 7th day of July 2015.

PASSED, APPROVED, AND ADOPTED on second and final reading this 28th day of July 2015.

By: _____
Glenn Royal
Mayor

ATTEST:

By: _____
Robin Hicks
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

“Exhibit A”



Second St. to Main St.

2015
TML RESOLUTION COVER SHEET

Sponsoring Entity: City of Seabrook
(City, TML Affiliate, and/or TML Region)

Brief Background: The Houston-Galveston Ship Channel Region is home to a large percentage of the Texas population, the largest and most important concentration of petroleum refining and petrochemical processing plants in the U.S. and the Port of Houston, the second busiest port in the nation. All are extremely vulnerable to the devastating and costly destruction of hurricane storm surge.

What the Resolution is Intended to Accomplish: This resolution is intended to show statewide support for Hurricane Storm Surge Protection by means of a coastal barrier system for this nationally strategic area, requesting state funding for additional studies and planning, and requesting the entire Texas Federal delegation to seek and support federal funding for the design, construction and maintenance of a coastal barrier system for the Houston-Galveston Ship Channel region.

How the Resolution is City-Related/How it Addresses a Municipal Issue: Municipal governments along the Texas coast and Galveston Bay would be severely impacted with respect to infrastructure, facilities, tax base and economies by a major storm event. Damage from hurricane storm surge can be mitigated by a coastal barrier system.

Statewide Importance: The Houston-Galveston Ship Channel area is the economic engine of the State of Texas and the entire United States. Three words sum up the importance: People, Economy, Jobs! To date, a coastal barrier system for hurricane storm surge protection is supported by 24 municipalities, 12 community organizations, The Harris County Mayors and Council Association, The Chambers County Mayors Coalition and the 130 industry members of the East Harris County Manufacturers Association.

Submitted By:

Name:	Glenn R. Royal
Title:	Mayor
City:	City of Seabrook, Texas
Email:	groyal@seabrooktx.gov
Telephone:	281-291-5600

PLEASE DO NOT WRITE ON THE BACK OF THIS FORM

RESOLUTION NO. 2015-21
SUPPORT OF COASTAL BARRIER SYSTEM

A RESOLUTION OF THE CITY OF SEABROOK, TEXAS, SUPPORTING A COASTAL BARRIER SYSTEM TO PROTECT THE HOUSTON/GALVESTON REGION FROM STORM SURGE AND SUB-TROPICAL RAIN EVENTS; REQUESTING FUNDING FROM THE STATE OF TEXAS TO PROVIDE FOR COMPREHENSIVE STUDIES TO DETERMINE THE MOST EFFECTIVE COASTAL BARRIER SYSTEM TO SAFEGUARD THE REGION; REQUESTING THE TEXAS FEDERAL DELEGATION TO SEEK AND SUPPORT FEDERAL FUNDING FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF A COSTAL BARRIER SYSTEM FOR THE AREA; AND PROVIDING FOR DELIVERY OF SUCH RESOLUTION TO ALL TEXAS STATE LEGISLATORS AND THE ENTIRE TEXAS FEDERAL DELEGATION REPRESENTING TEXAS CITIZENS IN WHASINGTON, D.C.

WHEREAS, the Houston/Galveston region is home to the largest and most important concentration of petroleum refining and petrochemical processing plants in the United States, and the Port of Houston is the second-busiest port in the nation; and

WHEREAS, the region is hit by a major hurricane about every 15 years, and the Perryman Report estimates that a “Katrina-like” storm would cause aggregate losses to the Texas economy of \$73 billion in gross product, \$61.3 billion in income and 863,000 jobs while causing an enormous amount of damage to the economy of the United States; and

WHEREAS, storm surge entering Galveston Bay as a result of a hurricane or other significant storm event tends to increase in height as it moves further up into the Bay and the Houston Ship Channel, endangering human life, destroying property, and damaging sensitive ecosystems; and

WHEREAS, a coastal barrier system, using manmade sand dunes (revetments covered with sand and natural grasses) along the length of the coast connecting to the existing Galveston Seawall as well as large moveable flood gates, is essential to protect the industries, citizens, and communities in the Houston/Galveston region and to preserve the region’s coastal ecosystem; and

WHEREAS, such a coastal barrier system currently under serious study is based on a proven concept directly modeled from other technologies successfully installed around the world - including in Rotterdam, the Netherlands, St. Petersburg, Russia, along the Thames River in London, England, and in New Orleans, Louisiana; and

WHEREAS, such a coastal barrier system is technically feasible, economically sound, environmentally friendly and socially equitable, and justifies funding from the State of Texas to conduct comprehensive studies to determine the most effective coastal barrier system to safeguard the entire Houston/Galveston region to include the coastal barrier system currently under study modeled from proven technologies used in the Netherlands and elsewhere;

NOW, THEREFORE, BE IT RESOLVED:

The City Council of the City of Seabrook fully endorses and supports state funding for studies to advance the continued development of a coastal barrier system, which would provide comprehensive protection to the people, industries, businesses, schools, government facilities, residences, and associated infrastructure within the Houston/Galveston region.

In addition, the City Council of the City of Seabrook respectfully encourages and requests our federal Texas delegation to seek and support federal funding for the design, construction and maintenance of a coastal barrier system to provide Hurricane Storm Surge Protection for this nationally strategic area of our state.

PASSED, APPROVED and ADOPTED by the City Council of the City of Seabrook this the 28th day of July, 2015.

Gary Johnson, Mayor Pro Tem

ATTEST:

Robin Hicks
City Secretary



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, JULY 28, 2015

Submitter/Requestor: Cook

Date Submitted: 7/21/2015 7:33:53 AM

Presenter: Cook

Description/Subject:

Consider approval of contract with Personnel Sector Personnel Consultants, Inc. in the amount of \$25,000 for a compensation study for all city positions and authorizing the City Manager to execute.

Purpose/Need: NA

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

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

Contract -PSPC

Proposal - PSPC

Fiscal Impact:	Budgeted	Yes	Finance Officer Review:
	Budget Amendment Required	Yes	
	Future/Ongoing Impact	Yes	

Budget Dept/Line Item Number

Funding Comments:

Budget Amendment to the FY 2014-15 budget

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

Approve the contract with Personnel Sector Personnel Consultants, Inc in an amount not to exceed \$25,000 and authorize the City Manager to execute

Agenda Language:

Approve contract with Personnel Sector Personnel Consultants, Inc. in the amount of \$25,000 for a compensation study for all city positions and authorizing 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.)

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by the **City of Seabrook** ("the City"), and **Public Sector Personnel Consultants, Inc.** ("PSPC").

This Agreement is for PSPC to conduct a compensation study and pay plan update:

SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The following pages detail the scope of the project.

PROJECT DURATION

PSPC and the City will partner to complete the study prior to December 31, 2015.

PROJECT COST AND PAYMENT

The total contract for the compensation survey and plan shall not exceed **\$ 25,000**, inclusive of all reimbursable expenses, without further City approval and modification of this agreement. PSPC will provide the City with monthly invoices for services provided and out-of-pocket expenses incurred during the month. The City agrees to pay the invoices within thirty (30) days of their receipt.

SEVERABILITY

That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Agreement, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said agreement, which shall remain in full force and effect.

VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Harris County, Texas and that exclusive venue shall lie in Harris County, Texas.

TERMINATION

This Agreement may be terminated by either party with 30 days written notice.

ASSIGNMENT

The assignment of this Agreement by any party is prohibited without the prior written consent of the other Party.

AMENDMENT

Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

NOTICES

Any notices under this Agreement will be effective if transmitted to a Party by confirmed telecopy or via US Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY

Ms. Gayle Cook
City Manager
City of Seabrook
1700 First Street
Seabrook, TX 77586

PSPC (national office)

Matthew Weatherly
President
Public Sector Personnel Consultants, Inc.
1215 W. Rio Salado Parkway #109
Tempe, Arizona 85281

NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer any rights, benefits, or remedies under or by reason of this agreement upon person or entity, other than the City and PSPC.

APPROVED FOR THE CITY OF SEABROOK

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

APPROVED FOR PUBLIC SECTOR PERSONNEL CONSULTANTS

By: _____
(Signature)
Name: _____
Matthew Weatherly
Title: _____
President
Date: _____

SUMMARY OF SERVICES FOR THE CITY OF SEABROOK

PUBLIC SECTOR PERSONNEL CONSULTANTS (PSPC) proposes the following program of consulting services and implementation support to conduct a compensation study.

Project Planning and Communication

1. Project planning and scheduling meeting with the City's Human Resources Staff and project designee(s)
2. Policy input and project direction meeting and briefing with Council, Human Resources and designee(s)
3. If Needed, project briefing presentation for all employees, Council, City officials, and/or project leaders
4. Management and employee communication, progress reports throughout all project phases

Custom and Comprehensive Market Compensation Surveys

1. Occupational familiarization by review of City's current job descriptions and compensation plans
2. Organizational familiarization by review of City organization charts, budgets, and annual reports
3. Identification of City's competitive employment areas for compensation surveys, for City approval
4. Identification of City occupations to utilize as survey benchmark job classifications – estimated 40+
5. Solicitation of comparator employers and agencies for participation in external compensation surveys
6. Extraction of data from public employer compensation plans, questionnaires, reliable published surveys
7. Consolidation of data from all sources and calculation of prevailing rates for benchmark jobs
8. Collection of benefits details from comparator cities, for comparison to current practices
9. Computation of extent City's compensation offerings vary from external prevailing rates and practices
10. Review of competitiveness analysis with Human Resources, City Officials and City's project designees

Compensation Plan Development

11. Construction of optional salary range structures for review and selection by City's project leaders
12. Assignment of job classes to salary ranges by internal equity and external competitiveness
13. Assistance with City Council identification of desired, affordable salary competitiveness policy
14. Fiscal impact estimates at various levels of external prevailing rates competitiveness policies
15. Review and critique of draft salary and implementation plans with Human Resources, project leaders

Communication of Results and Implementation Strategies

16. Preparation and presentation of a final project reports for the City Council, staff, and City Officials
17. Development of a plan for the implementation of City's updated compensation plan
18. Uploading of **EZ COMP™** program files on a Human Resources Department computer, staff training
19. Development and provision of process for ongoing plan maintenance and subsequent plan updates
20. Assistance with communicating the City's updated plans for all City officials and employees
21. One year compensation plan maintenance assistance **at no cost to the City**

CSTX

PUBLIC SECTOR PERSONNEL CONSULTANTS

5/15

PROJECT APPROACH AND METHODOLOGY

Following is our overall work plan and approach to achieving the City's objectives for the conduct of a compensation study.

A. OBJECTIVES OF THE PROJECT

The recommended plans, programs, systems and administrative procedures will meet these ten most important criteria.

- Internally equitable
- Externally competitive
- Readily understood
- Easily updated & maintained
- Legally compliant & defensible
- Financially responsible
- Efficiently administered
- Inclusive of employee input
- Reflective of City's values
- Reflective of prevailing "best practices"

B. SCOPE OF THE PROJECT

The project could include: a management and employee communication plan; partnership with the City's Human Resources staff, City Manager, Council, and project designee(s); occupational, organizational, and operational familiarization; **EZ COMP™**; internal equity and external competitiveness evaluation; compensation and benefits survey and competitiveness analysis; salary range recommendations; fiscal impact estimates and multiple implementation scenarios; updated compensation plan and one year of compensation plan implementation support for approximately 50 job classifications.

C. COMPREHENSIVE AND SUSTAINABLE COMPENSATION PLAN

1. City Involvement in Compensation Plan Development

We will obtain policy direction from the City Council, Human Resources staff, and/or City Officials on the following key components of the salary plan development process:

- Comparator Employer Selection
- Benchmark Job Class Selection
- Compensation Competitiveness Policy
- Salary Structure Selection
- Job Evaluation Method-Salary Plan Linkage
- Draft Compensation Plan Review / Critique
- Total Compensation Points for Analysis
- Project Implementation Plan

2. Comprehensive Compensation Survey

We do not subscribe to or recommend the use of databases or data warehouses used or hosted by other firms! We will collect the complete pay plans from each of the City's comparators and build a custom survey database to ensure accuracy and completeness, unique to the City's job classifications.

- a. **Data Collection Protocol** will be developed in consultation with the City's project leaders to determine which salary data elements to include, such as:

Base Salary Information

- Salary grade/step or open range salary plan structure
- Salary range structure Minimum, Midpoint, and Maximum
- Method of salary administration – longevity, performance, or skill

Additional Compensation Information

- Supplemental pay items for special qualifications/certifications
- Individual or group incentive plans, bonus, awards, stipends
- Any additional add-pay or benefits items at City's direction

- b. *Benchmark Job Selection*** will be made by identifying City job classes common to its employment-competitive public and private employers in the immediate area and throughout the region or State, clearly identifiable, and representative of standard occupational job groups.
- c. *Comparator Employers Identification*** will be made in consultation with the City's Project Manager(s) or City Council. Criteria include their degree of competition to the City in obtaining and retaining high quality staff, their location in the City's traditional recruitment areas, and their organizational size and complexity.
- d. *Compensation Data Collection*** will be made by one or more of the following methods.
 - Pre-survey contact with the selected comparator employers to solicit participation in the City's compensation survey(s)
 - Extraction from the pay plans of designated public employers.
 - Customized salary and additional (optional) total compensation and benefits survey requests for local governments and other public and private employers, distributed by mail, fax, and e-mail.
 - As desired, additional data extraction from established salary surveys and commercial survey sources such as Watson Wyatt, ERI, AWWA, etc.
- e. *Data Quality Control*** includes editing data for accuracy and proper matching to the City's survey benchmark jobs, and phone/fax/E-mail follow-ups for data clarification and to obtain comparators' benchmark job descriptions.

3. *Prevailing Rates Calculation*

We will consolidate the compensation data from all sources, enter the information into the **EZ COMP™** program, and compute the prevailing rates, inclusive of cost of living differentials, as the statistical mean of the survey data for each benchmark job class. Data will be projected forward from the date of collection to a common date relating to the City's salary plan year by the annual Prevailing Rate Increase Factor (PRI) applicable at that time.

4. *Compensation Competitiveness Comparison*

We will provide the City with charts comparing its current salary structures to those of the selected public and private comparator employers. We will calculate the extent that the City's offerings vary from the prevailing rates and practices of other relevant employers.

5. *Compensation Competitiveness Policy*

We will assist the City to select a compensation competitiveness policy which best fits its compensation strategy and financial resources, by providing fiscal impact estimates at various percentage relationships to the prevailing rates.

6. Salary Plan Structure Development

We will review the City's current wage plans and **1)** utilize the City's current wage plan structures to identify internally equitable and externally competitive salary ranges for each City job class or **2)** prepare alternative salary range structures and schedules for the City to select the best fit for its competitiveness strategy, with these optional criteria:

- Method of administration, i.e.: measured job performance, longevity, or skill
- Width of the salary ranges, grades, or broad bands, from Minimum to Maximum
- Varying salary range widths for FLSA non-exempt or exempt positions
- Open salary ranges for pay-for-performance or variable compensation plan
- If steps within the salary ranges, number of steps, percentage separation
- Number of salary ranges, grades, or broad bands in the salary schedule
- Percentage of separation between salary ranges, grades or broad bands
- Recognition for longevity, unique assignments, and special skill requirements
- Remuneration for required special licenses, certifications and registrations
- Linkage of performance evaluations to performance increase opportunities

7. Salary Range Assignment Development

We will assign each job classification to a salary range in the City's current or selected new salary structure on the basis of a combination of factors, including:

- the prevailing rates for the benchmark job classes
- its current relationship to similar or occupationally related job classes
- the 15% guideline for salary range separation between sequential job classes
- the 25% guideline for salary separation of a department head job class
- its quantitative evaluated internal job worth value (job evaluation points)

8. Implementation Plan Development

We will consult with the Human Resources and Project Team on a plan for transition to the recommended plan, including a timetable for the principal activities, employee communication, impact on bargaining processes, and estimates of required financial resources.

D. FINAL REPORTS AND PRESENTATIONS

1. Draft and Final Report Preparation

We will provide the City's project leader(s) with a draft of our report for review and critique, including the compensation market data, salary comparison tables, fiscal estimates, salary range listings, and implementation procedures. We will incorporate their critique into the development of a final report summarizing the project's findings, recommendations, and detailed description of the City's updated compensation plans.

2. Final Report Presentations

We will conduct a workshop or formal presentation of our final report and recommendations to the Human Resources staff, City Officials, and employees.

3. **EZ COMP™ Program Installation**

We will install our **EZ COMP™** program and project files on one of the Human Resources Department's computers and provide training to key staff in the maintenance and update of the classification and compensation plan.

4. **Implementation Warranty**

To ensure effective implementation of the new plan, we will analyze, evaluate, and provide a salary range recommendation for any new or changed job class, **at no cost to the City** for one year.

E. ENSURING THE CITY'S SELF-SUFFICIENCY

The City will be self-sufficient in all aspects of maintenance of the updated position classification and compensation plan through these services.

1. **Procedure Manuals**

- PSPC Position Classification Procedure Guide
- PSPC Salary Administration Procedure Guide
- City of Seabrook **EZ COMP™** Procedure Guide

2. **Training Workshop** – if desired, for City staff in position classification, job evaluation, compensation surveys, and compensation plan design and administration.

3. **EZ COMP™** – program and project files on one of the City's computers, a custom user's manual, and system training for key City and Human Resources staff.

4. **Initial Year's Implementation Warranty Support** – we will analyze, evaluate, classify, and provide a salary range recommendation for any new or changed position or entire job classification, **at no cost to the City** for one year.

F. MINIMAL CITY SUPPORT REQUIRED

We are completely self-sufficient in projects of this nature and do not require any substantive staff support from the City other than payroll data, and arrangements for group and individual meetings. We do not require any office space, telephone, clerical assistance, computers, or office equipment. We will provide all data entry, data processing, duplicating, and related report preparation functions.

blank



May 22, 2015

Mr. Jose Sanchez
Human Resources Director
City of Seabrook
1700 First Street
Seabrook, TX 77586

Dear Selection Team:

Pursuant to your RFP, we are pleased to submit our proposal to assist the City with a Compensation Study. We specialize in this field, and have implemented similar studies for more than 1,000 public employers throughout the US, including more than 325 municipal governments and more than 50 Texas employers.

Current and recently completed studies include:

City of Galveston	City of Baytown
City of Katy	City of Waco
City of Sealy	City of Pearland
City of Tomball	Brazoria County

We believe our firm, in business for more than 30 years, is uniquely qualified for this study. We will utilize only full-time, certified Human Resources professionals for the study, with combined greater than 100 years of experience in the fields of human resources and compensation.

Our proposed approach will be customized to meet the City's needs. We are confident that our extensive public employers classification and compensation experience, knowledge of public employers in Texas, large specialized and highly qualified full time staff, proven methods, unique **EZ COMP™** application to ensure your self-sufficiency, and one year of implementation support and assistance at no cost, will achieve all of the City's objectives for this important project.

We appreciate the City's consideration of our proposal. I will be your primary contact for this submittal, act as our firm's responsible agent with authority to bind our firm, and below is my contact information. We would welcome the opportunity to further present our qualifications and interest in person should that assist the City with this important decision.

Sincerely,

Matthew Weatherly
President

(888) 522-7772 PH
(480) 970-6019 FX
mweatherly@compensationconsulting.com

cc: Sam Heinz, MPA, PSPC-Dallas

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QUALIFICATIONS TO PROVIDE A COMPENSATION STUDY

PUBLIC SECTOR PERSONNEL CONSULTANTS has successfully designed and implemented more than 1,000 compensation systems for public employers throughout the United States. Our firm and full time staff conduct 60-70 similar studies annually.

We believe our firm is uniquely qualified to perform this study; we have assisted nearly 500 municipal employers with similar studies. We propose to utilize only full time members of our staff with a combined 150+ years of experience working for and/or consulting to public employers specifically in the areas of classification and compensation.

We have accomplished a greater than 98% successful implementation rate in the past 30 years, specifically by guaranteeing high quality, on time, on budget consulting services. Our firm exists specifically to assist public employers with the design and maintenance of sustainable, affordable, defensible, and competitive compensation plans.

We commit to partner with the City's leadership and project team(s), with an emphasis on communication, participation, and transparency, to ensure the success of this important project.

TEXAS EMPLOYERS SERVED

Addison, Town of
Allen, City of
Alice, City of
Austin Community College
Balcones Heights, City of
Baylor University
Baytown, City of *
Bee Cave, Village of
Benbrook, City of
Brazoria County
Carrollton, City of
Cedar Park, City of
Colleyville, City of
Community Assoc. of the Woodlands
Corinth, City of
Dallas County
Dallas Housing Authority
Eagle Pass, City of *
El Paso County
El Paso, City of *
Fairview, Town of

Frisco, City of *
Galveston, City of
Georgetown, City of
Grayson, County of
Grapevine, City of *
Grand Prairie, City of
Haltom City, City of
Harrison County
Hays County
Horseshoe Bay, City of *
Houston Housing Authority *
Jefferson County *
Jefferson County Appraisal District
Katy, City of
Killeen, City of
Lakeway, City of *
Lamar University
League City, City of *
Longview, City of *
Midland, City of
Nederland, City of

New Braunfels, City of
Odessa, City of
Palestine, City of
Pearland, City of *
Port Lavaca, City of
Port Neches, City of
Prosper, Town of *
Rockwall, City of
Rowlett, City of
San Angelo, City of *
San Jacinto College District
San Marcos, City of
Schertz, City of
Sealy, City of
South Padre Island, Town of
State Bar of Texas
Texas Department of Transportation
Texas Office of Attorney General
Texas Water Development Board
Tomball, City of
Waco, City of

* Repeat clients, multiple projects performed

PUBLIC SECTOR PERSONNEL CONSULTANTS HISTORY AND FACTS ABOUT OUR FIRM

- **HISTORY OF OUR FIRM**

Public Sector Personnel Consultants (PSPC) originated in 1972 with the Public Sector Group of the international human resources consulting firm of Hay Associates. *PSPC* was established as an independent firm in 1982. We are a single-owner, debt-free subchapter-S corporation.

- **REGIONAL STAFF**

We have regional offices or affiliates in Austin, TX, Dallas, TX, Tempe, AZ, Los Angeles, CA, San Diego, CA, Sacramento, CA, Chicago, IL, Dayton, OH, Denver, CO, Kansas City, MO, St. Paul, MN, Santa Fe, NM, and Seattle, WA.

- **SPECIALIZED IN COMPENSATION SERVICES**

We are "super-specialists" in compensation, providing services in job analysis, position classification, job content evaluation, compensation, and directly related services. ***Over 98% of our classification and compensation studies have been successfully implemented by our clients.***

- **SPECIALIZED COMPENSATION STAFF**

Our staff is comprised of eight (8) full time and an additional five (5) part time senior human resources professionals with very extensive experience as compensation managers and consultants for public employers. Our staff has more than 100 years of combined experience working for and consulting to public sector employers.

- **OVER 1,000 PUBLIC EMPLOYERS SERVED**

Our staff members have provided compensation, human resources, training and related consulting services to more than 1,000 public and 200 private employers throughout the U.S.

- **AMERICAN COMPENSATION ASSOCIATION PARTICIPATION (ACA) (NOW WORLDATWORK)**

Our consultants are active members of ACA, including serving as instructors for the ACA certification courses.

- **FIRST YEAR IMPLEMENTATION WARRANTY**

We provide our clients with extensive implementation support during the first year, and we will analyze, evaluate, classify, and provide a salary range recommendation for any new or changed position or entire job class, at no additional cost.

MATTHEW E. WEATHERLY, PRESIDENT

Mr. Weatherly has over 15 years of experience as a human resources management professional and consultant, specializing in position classification, compensation, recruitment and selection. He has served as a Human Resources Manager with Employee Solutions, Inc. and Staffing Consultant with Initial Staffing Services.

He has completed projects in staff development, recruitment, selection, job descriptions, salary survey, and salary plan development. Among his current and recently completed consulting projects are those for:

<i>Addison, Town of, TX</i>	<i>Frisco, City of, TX</i>	<i>Houston Housing Authority, TX</i>
<i>Allen, City of, TX</i>	<i>Georgetown, City of, TX</i>	<i>Killeen, City of, TX</i>
<i>Carrollton, City of, TX</i>	<i>Grapevine, City of, TX</i>	<i>Odessa, City of, TX</i>
<i>Colleyville, City of, TX</i>	<i>Haltom City, City of, TX</i>	<i>Waco, City of, TX</i>

Mr. Weatherly holds a BS degree in Human Resources Management from Arizona State University. He has been a featured speaker at TMHRA and regional City Manager and HR Regional meetings in Texas.

ELIZABETH J. TALAMONTI, CCP, VICE PRESIDENT

Ms. Talamonti has over 30 years of experience as a compensation manager and consultant for public and private employers, specializing in job analysis, salary surveys, and salary plan development. She has served as Compensation Research Associate for Hayes/Hill, Inc., Senior Compensation Analyst for AON Corporation, Compensation Manager for Loyola University, and Project Manager for the American Compensation Association.

She has conducted projects in job audits, job descriptions, salary surveys, compensation database management, compensation plan development, compensation training course development, and compensation trend research. Among her consulting projects are:

<i>Apache County, AZ</i>	<i>El Segundo, City of, CA</i>	<i>OKC Zoological Park</i>
<i>Austin Community College, TX</i>	<i>Huntington Beach, City of, CA</i>	<i>Sacramento, City of, CA</i>
<i>CA Family Health Council</i>	<i>Los Alamos County, NM</i>	<i>State Bar of Texas</i>
<i>El Paso, City of, TX</i>	<i>Norman, City of, OK</i>	<i>Texas Office of Attorney General</i>

Ms. Talamonti holds a BS degree in Business Administration from Arizona State University. She holds the Certified Compensation Professional (CCP) designation from the American Compensation Association.

KATHERINE TILZER, SPHR

Ms. Tilzer has more than 15 years of experience as a human resources manager and consultant, specializing in employee relations, compensation, and recruitment. She has served as Personnel Manager for Laboratory Corporation of America, Director of Human Resources for Plaza Healthcare, Inc., and Director of Human Resources for American Baptist Homes.

<i>Alutian Housing Authority, AK</i>	<i>El Paso, City of, TX</i>	<i>Pueblo West Metro Dist, CO</i>
<i>Boone County, MO</i>	<i>Katy, City of, TX</i>	<i>Rowlett, City of, TX</i>
<i>Cochise College, AZ</i>	<i>Lake Tahoe College, CA</i>	<i>San Marcos, City of, TX</i>
<i>Colleyville, City of, TX</i>	<i>Pinal County, AZ</i>	<i>Tomball, City of, TX</i>

She holds a BS degree in Management from the University of Phoenix, and certification as Senior Professional in Human Resources from the Society for Human Resources Management.

JUDE WILLIAMS, SPHR

Ms. Williams has more than 25 years of experience as a human resources manager and consultant for public employers, specializing in employee development, classification, and compensation. She has served as Assistant Director of Human Resources for HS Healthcare, Regional Human Resources Manager for ManorCare Health Services, and Director of Human Resources for the City of Bettendorf, IA.

She has completed projects in job analysis, position classification, compensation surveys and plan development. Among her consulting projects are those for:

*Austin Community College, TX
Board of Public Utilities, WY
Cedar Falls Utilities, IA
Dallas Housing Authority, TX*

*Kansas City, MO (WSD)
Libertyville, Village of, IL
Longview, City of, TX
Muskego, City of, WI*

*Ogallala, City of, NE
Oklahoma City, OK (ZP)
Santa Cruz County, AZ
Waukeg, City of, IA*

Ms. Williams holds a BS degree in Business Education from the University of Illinois and designation as Professional in Human Resources (PHR) from the Society for Human Resources Management.

WAYNE BREDE

Mr. Brede has over 30 years of experience working for the Minnesota Department of Transportation as a Workforce Planning Manager and Staffing Services Manager, and has served as a succession planning and career ladder consultant for nearly 50 public and private employers.

He has conducted projects in workforce development, succession planning, job analysis, position classification, job evaluation, compensation surveys, compensation plan development, employee relations, and recruitment. Among his recent client projects are those for:

*El Paso County, TX
Fresno, City of, CA
Grand Forks, City of, ND
Great Falls, City of, MT*

*Hamilton County, TN
Las Cruces, City of, NM
Minot, City of, ND
Northwest Tech College, MN*

*Red Lake Indian Reserv., MN
Rialto, City of, CA
San Angelo, City of, TX
San Jose, City of, CA*

Mr. Brede holds a BA degree in Mass Communications from the University of Minnesota and holds certificates in Public Sector Personnel Management and Industrial Relations.

SAMUEL HEINZ, MPA

Mr. Heinz has conducted projects in job analysis, position classification, job evaluation, compensation surveys, and compensation plan development. Among his recent client projects are those for:

*Addison, Town of, TX
Apache Junction, City of, AZ
Bismarck, City of, ND
Carrollton, City of, TX*

*DeSoto, City of, TX
Frisco, City of, TX
Midland, City of, TX
Odessa, City of, TX*

*Prosper, Town of, TX
Teton County, WY
The Colony, City of, TX
Williston, City of, ND*

Mr. Heinz holds a MA degree in Public Administration from Texas Tech

PUBLIC SECTOR PERSONNEL CONSULTANTS proposes to utilize only full time members of our firm to complete all of the project tasks and objectives. In order to maintain complete control of the project tasks and deadlines, we will not utilize subcontractors for the completion of the project.

SHORT LIST - REPRESENTATIVE PROJECT REFERENCES

Following is a listing of agencies which are representative of more than 1,000 employers, including more than 75 Texas employers, for whom members of our firm have services similar to those requested by the City.

PEARLAND, CITY OF, TX

Ms. Bonita Hall, Director of Human Resources & Safety
3519 Liberty Drive
Pearland, TX 77581
(281) 652-1652
BBHall@ci.pearland.tx.us

Salary Survey and FY 2014 Compensation Study
Position Classification and FY 2001 Salary Plan

CARROLLTON, CITY OF, TX

Ms. Erin Rinehart, Assistant City Manager
1945 E. Jackson Rd.
Carrollton, TX 75006
(972) 466-3093
Erin.Rinehart@cityofcarrollton.com

FY 2016 Salary Survey and Compensation Plan
FY 2013 Salary Survey and Compensation Plan

KILLEEN, CITY OF, TX

Dr. Ann Ferris, Assistant City Manager
101 N. College Street
Killeen, TX 76541
(254) 616-3230
AFarris@killeentexas.gov

FY 2015 Survey and Compensation Plan

BAYTOWN, CITY OF, TX

Ms. Carol Flynt, PHR, HR Director
2401 Market Street
Baytown, TX 77520
(281) 420-6521
carol.flynt@baytown.org

FY 2014 Survey and Compensation Plan

ADDISON, TOWN OF, TX

Ms. Passion Hayes, HR Director
16801 Westgrove Drive
Addison, TX 75001
(972) 450-2817
phayes@addisontx.gov

FY 2016 Survey, Pay Planning Assistance
FY 2015 Pay Planning Assistance

GRAND PRAIRIE, CITY OF, TX

Ms. Lisa Norris, HR Director
318 West Main Street
Grand Prairie, TX 75050
(972) 237-8071
Lnorris@GPTX.org

FY 2013 Salary Survey and Compensation Plan

AVAILABLE SERVICES FOR THE CITY OF SEABROOK

PUBLIC SECTOR PERSONNEL CONSULTANTS (PSPC) proposes the following program of consulting services and implementation support to conduct a compensation study.

Project Planning and Communication

1. Project planning and scheduling meeting with the City's Human Resources Staff and project designee(s)
2. Policy input and project direction meeting and briefing with Council, Human Resources and designee(s)
3. Project briefing presentation for all employees, Council, City officials, City's project leaders
4. Management and employee communication, progress reports throughout all project phases

Custom and Comprehensive Market Compensation Surveys

1. Occupational familiarization by review of City's current job descriptions and compensation plans
2. Organizational familiarization by review of City organization charts, budgets, and annual reports
3. Identification of City's competitive employment areas for compensation surveys, for City approval
4. Identification of City occupations to utilize as survey benchmark job classifications – estimated 40+
5. Solicitation of comparator employers and agencies for participation in external compensation surveys
6. Extraction of data from public employer compensation plans, questionnaires, reliable published surveys
7. Consolidation of data from all sources and calculation of prevailing rates for benchmark jobs
8. Collection of benefits details from comparator cities, for comparison to current practices
9. Computation of extent City's compensation offerings vary from external prevailing rates and practices
10. Review of competitiveness analysis with Human Resources, City Officials and City's project designees

Compensation Plan Development

11. Construction of optional salary range structures for review and selection by City's project leaders
12. Assignment of job classes to salary ranges by internal equity and external competitiveness
13. Assistance with City Council identification of desired, affordable salary competitiveness policy
14. Fiscal impact estimates at various levels of external prevailing rates competitiveness policies
15. Review and critique of draft salary and implementation plans with Human Resources, project leaders

Communication of Results and Implementation Strategies

16. Preparation and presentation of a final project reports for the City Council, staff, and City Officials
17. Development of a plan for the implementation of City's updated compensation plan
18. Uploading of **EZ COMP™** program files on a Human Resources Department computer, staff training
19. Development and provision of process for ongoing plan maintenance and subsequent plan updates
20. Assistance with communicating the City's updated plans for all City officials and employees
21. One year compensation plan maintenance assistance **at no cost to the City**

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- Externally competitive
- Readily understood
- Easily updated & maintained
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- Reflective of City's values
- Reflective of prevailing "best practices"

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The project could include: a management and employee communication plan; partnership with the City's Human Resources staff, City Manager, Council, and project designee(s); occupational, organizational, and operational familiarization; **EZ COMP™**; internal equity and external competitiveness evaluation; compensation and benefits survey and competitiveness analysis; salary range recommendations; fiscal impact estimates and multiple implementation scenarios; updated compensation plan and one year of compensation plan implementation support for approximately 50 job classifications.

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- Salary grade/step or open range salary plan structure
- Salary range structure Minimum, Midpoint, and Maximum
- Method of salary administration – longevity, performance, or skill

Additional Compensation Information

- Supplemental pay items for special qualifications/certifications
- Individual or group incentive plans, bonus, awards, stipends
- Any additional add-pay or benefits items at City's direction

- b. *Benchmark Job Selection*** will be made by identifying City job classes common to its employment-competitive public and private employers in the immediate area and throughout the region or State, clearly identifiable, and representative of standard occupational job groups.
- c. *Comparator Employers Identification*** will be made in consultation with the City's Project Manager(s) or City Council. Criteria include their degree of competition to the City in obtaining and retaining high quality staff, their location in the City's traditional recruitment areas, and their organizational size and complexity.
- d. *Compensation Data Collection*** will be made by one or more of the following methods.
 - Pre-survey contact with the selected comparator employers to solicit participation in the City's compensation survey(s)
 - Extraction from the pay plans of designated public employers.
 - Customized salary and additional (optional) total compensation and benefits survey requests for local governments and other public and private employers, distributed by mail, fax, and e-mail.
 - As desired, additional data extraction from established salary surveys and commercial survey sources such as Watson Wyatt, ERI, AWWA, etc.
- e. *Data Quality Control*** includes editing data for accuracy and proper matching to the City's survey benchmark jobs, and phone/fax/E-mail follow-ups for data clarification and to obtain comparators' benchmark job descriptions.

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We will provide the City with charts comparing its current salary structures to those of the selected public and private comparator employers. We will calculate the extent that the City's offerings vary from the prevailing rates and practices of other relevant employers.

5. Compensation Competitiveness Policy

We will assist the City to select a compensation competitiveness policy which best fits its compensation strategy and financial resources, by providing fiscal impact estimates at various percentage relationships to the prevailing rates.

6. Salary Plan Structure Development

We will review the City's current wage plans and **1)** utilize the City's current wage plan structures to identify internally equitable and externally competitive salary ranges for each City job class or **2)** prepare alternative salary range structures and schedules for the City to select the best fit for its competitiveness strategy, with these optional criteria:

- Method of administration, i.e.: measured job performance, longevity, or skill
- Width of the salary ranges, grades, or broad bands, from Minimum to Maximum
- Varying salary range widths for FLSA non-exempt or exempt positions
- Open salary ranges for pay-for-performance or variable compensation plan
- If steps within the salary ranges, number of steps, percentage separation
- Number of salary ranges, grades, or broad bands in the salary schedule
- Percentage of separation between salary ranges, grades or broad bands
- Recognition for longevity, unique assignments, and special skill requirements
- Remuneration for required special licenses, certifications and registrations
- Linkage of performance evaluations to performance increase opportunities

7. Salary Range Assignment Development

We will assign each job classification to a salary range in the City's current or selected new salary structure on the basis of a combination of factors, including:

- the prevailing rates for the benchmark job classes
- its current relationship to similar or occupationally related job classes
- the 15% guideline for salary range separation between sequential job classes
- the 25% guideline for salary separation of a department head job class
- its quantitative evaluated internal job worth value (job evaluation points)

8. Implementation Plan Development

We will consult with the Human Resources and Project Team on a plan for transition to the recommended plan, including a timetable for the principal activities, employee communication, impact on bargaining processes, and estimates of required financial resources.

D. FINAL REPORTS AND PRESENTATIONS

1. Draft and Final Report Preparation

We will provide the City's project leader(s) with a draft of our report for review and critique, including the compensation market data, salary comparison tables, fiscal estimates, salary range listings, and implementation procedures. We will incorporate their critique into the development of a final report summarizing the project's findings, recommendations, and detailed description of the City's updated compensation plans.

2. Final Report Presentations

We will conduct a workshop or formal presentation of our final report and recommendations to the Human Resources staff, City Officials, and employees.

3. **EZ COMP™ Program Installation**

We will install our **EZ COMP™** program and project files on one of the Human Resources Department's computers and provide training to key staff in the maintenance and update of the classification and compensation plan.

4. **Implementation Warranty**

To ensure effective implementation of the new plan, we will analyze, evaluate, and provide a salary range recommendation for any new or changed job class, **at no cost to the City** for one year.

E. ENSURING THE CITY'S SELF-SUFFICIENCY

The City will be self-sufficient in all aspects of maintenance of the updated position classification and compensation plan through these services.

1. **Procedure Manuals**

- PSPC Position Classification Procedure Guide
- PSPC Salary Administration Procedure Guide
- City of Seabrook **EZ COMP™** Procedure Guide

2. **Training Workshop** – if desired, for City staff in position classification, job evaluation, compensation surveys, and compensation plan design and administration.

3. **EZ COMP™** – program and project files on one of the City's computers, a custom user's manual, and system training for key City and Human Resources staff.

4. **Initial Year's Implementation Warranty Support** – we will analyze, evaluate, classify, and provide a salary range recommendation for any new or changed position or entire job classification, **at no cost to the City** for one year.

F. MINIMAL CITY SUPPORT REQUIRED

We are completely self-sufficient in projects of this nature and do not require any substantive staff support from the City other than payroll data, and arrangements for group and individual meetings. We do not require any office space, telephone, clerical assistance, computers, or office equipment. We will provide all data entry, data processing, duplicating, and related report preparation functions.

PROJECT RATES BY MAJOR TASK

A. PROJECT COST ESTIMATE

We estimate that the project's total cost, including all fees for professional services and reimbursement for out-of-pocket expenses, **will not exceed** the indicated amounts.

Major Project Components

- Salary and Benefits Compensation Survey	\$ 20,000
- From Survey, Compensation Plan, Draft Reviews, Final Presentation	<u>\$ 5,000</u>
Subtotal, Core Services:	\$ 25,000

B. FLEXIBLE WORK PLAN, NEGOTIABLE TOTAL COST, TERMS

Our work plan is flexible and total project cost negotiable, and we will discuss, modify, add or delete, any work task to increase the project's responsiveness to the City's needs and financial resources. We will provide the City with monthly invoices for the professional services provided and out-of-pocket expenses incurred during the month. We request that the City pay the invoices within thirty (30) days of their receipt.

C. ESTIMATED TIMELINES

We estimate that a full classification and compensation study including job descriptions could be completed within 120 days of initial on-site planning and employee briefing meetings. A survey-only study including proposed compensation plan could be completed in 90-120 days.



COMMUNICATING THE PROJECT TO THE EMPLOYEES



PUBLIC SECTOR

PERSONNEL
CONSULTANTS



CLASSIFICATION AND COMPENSATION PROJECT PROCEDURE GUIDE SERIES

COMMUNICATING THE PROJECT TO THE EMPLOYEES

The factor that is most important in the development and effective implementation of a new or updated position classification and/or compensation plan is not the technical process or even the amount of salary increases. It is the extent to which employees understand the process by which the plan was developed, and their acceptance that it was a logical and fair process.

To assist you in determining and implementing the best systematic approach to the effective communication of the compensation plan for your organization, we have provided this booklet, parts of which are adaptations from the booklet "COMMUNICATING COMPENSATION PROGRAMS: An Approach to Providing Information to Employees" from the American Compensation Association.

We have divided this section of the Guide into Pre-Project, Mid-Project and Post-Project segments.

A. PRE-PROJECT EMPLOYEE COMMUNICATION

The maximum amount of information concerning the reasons for the project should be provided at the earliest possible date. There will already be a number of rumors floating around since some employees will have heard about the RFP preparation, consultant selection process, and project approval by the Council/Board.

Following are several pre-project communication activities which are essential to the successful conduct of a classification and/or compensation project.

1. Letter/Memo From the Chief Executive Officer

We suggest that every employee receive a letter or memo from the chief executive officer announcing the project (Figure 1), indicating the reasons for the project, its scope and process, the extent of employee participation, and a guarantee that no one's salary amount will be reduced as a consequence of the project.

2. Project Briefings by Our Consultants

We will conduct a briefing for every employee to explain the scope of the project, summarize the process we will utilize, explain their roles in the project, and respond to questions. A listing of the most frequently asked questions and our responses follows on page 5. At the completion of the Q and A period we will distribute the Position Description Questionnaire (PDQ) and provide an item-by-item explanation.

The briefings last 30 to 45 minutes, and can be scheduled at one-hour intervals. To ensure that attendance does not exceed the facility's capacity, and that the departments can send their employees in shifts, we suggest the following:

- Schedule a minimum of two sessions, and more depending upon the number of employees to be briefed and the facility's capacity.
- Control attendance by scheduling alphabetically by employees' last names such as A-E 9:00am-10:00am; F-J 10:00am-11:00am, etc.

3. Employee Opinion Survey on Salary Administration (OPTIONAL)

If you have requested it as a part of the total project, we will conduct our standard Confidential Employee Opinion Survey on Salary Administration which will provide the employees the opportunity to communicate to you their primary concerns and opinions regarding the current classification and/or compensation plan. Participation is voluntary.

The survey is a multiple-choice questionnaire with space for comments. To maintain confidentiality, we administer the questionnaire immediately after the PDQ explanation and receive the completed questionnaires directly from the employees. We will give you extra questionnaires and self-addressed return envelopes to our office for employees who want to participate but could not attend the briefings.

CITY OF _____
Office of the City Manager

Memorandum

TO: All City Employees, Supervisors, and Department Heads
FROM: _____, City Manager
DATE: 4/10/00
SUBJECT: Position Classification and Compensation Study

I am very pleased to inform you that the City has contracted with a highly qualified outside consultant firm, Public Sector Personnel Consultants (PSPC), to update our position classification and pay system to ensure that your position's classification reflects its duties and responsibilities, and that its salary range assignment is internally equitable and competitive within our employment markets.

PSPC consultants will conduct briefings on the project for all employees, supervisors and department heads on Monday, April 14. Attendance is mandatory, and you will be informed of the location and time for your briefings. The consultants will also distribute and explain a questionnaire to permit you to describe your duties and responsibilities in your own words. You will have one week to complete the questionnaire and return it to your supervisor.

PSPC consultants will be on-site during the later part of May to conduct individual job information interviews with representative incumbents of every job classification at their worksite, to provide you with an additional opportunity to explain the scope and complexity of your position. PSPC will provide recommendations as to the correct occupational job classification and title for every position, and update our job descriptions from the information you have provided on your questionnaire and during the worksite interview. **REMINDER:** It is the position that is being studied and classified, not the employee.

PSPC will also conduct a salary survey of the public and private employers in the local, regional, and national employment markets where we compete to obtain and retain high quality staff, and recommend a salary plan that is competitive with salaries paid for similar occupations in those employment markets. We cannot promise any salary increases, **however, no salary will be reduced as a consequence of this project.**

We anticipate that the project will be completed within approximately 120 days, and you will be notified of any actions affecting your position's classification and salary range as soon as the City Council has reviewed the recommendations and adopted the updated plans.

I am very pleased that the City Council has authorized this study to update the internal equity an external competitiveness of our position classification and salary plan. Please see the Human Resources staff if you have any questions.

(Figure 1) Memorandum from the chief executive officer announcing the project

P U B L I C S E C T O R P E R S O N N E L C O N S U L T A N T S

-2-

Several important considerations if you have selected this service.

- *Extend the scheduling of the briefing sessions intervals from one hour to 1 ½ hours.*
- *Provide a facility that is set up in class-room style with tables, or chairs with writing arms, so that the employees can complete the questionnaires.*
- *Remind the employees to bring pencils or pens to the meeting, and provide these items for the employees who forget.*

An essential component of an employee opinion survey process is feedback of the survey results, to maintain positive employee relations. Since it is the nature of this type of survey to solicit negative comments, you should carefully consider whether your organization's culture is such that you can provide negative survey results feedback to the employees and the elected or appointed officials and Council/Board members.

We will provide a report summarizing the statistical and narrative results, including all of the employee comments verbatim. We will modify the written comments to maintain the confidentiality of the respondents and their departments, delete references to named individuals or their jobs titles, and remove offensive language.

The method and extent of distribution and dissemination of the opinion survey report will be up to you.

4. Employee Communication Task Force
You can leverage pre-project and progress communication through a committee or task force of employees representing the various departments, occupational groups, and/or employee associations. We can provide more intensive and detailed briefings for these individuals, whose role it will be to disseminate this information to their respective departments and employee groups.

This task force can also be utilized for suggestions regarding procedural aspects of the project, such as determination of the employers to be included in the external compensation survey, and serving as the job evaluation task force if a point-factor

method is to be developed and/or used to establish the internal job worth ranking of your various job classifications.

B. MID-PROJECT EMPLOYEE COMMUNICATION

We suggest a minimum of a monthly communication to the employees on the status of the project. There will be a normal level of anxiety among the employees which is to be expected when outsiders are making recommendations regarding job titles and pay ranges. Mid-project communications will reinforce each employee's importance to the organization, emphasize the positive nature of the project, and lessen unwarranted anxieties and concerns.

Following are several mid-project communication activities that will contribute to the successful conduct and implementation of the classification and/or compensation project.

1. Employee Newsletter Articles

If you have an established printed or video employee newsletter, we will provide you with information for articles that indicate the project activities completed to date, and the anticipated activities for the following month.

2. Project Information Bulletins

As an alternative to or supplement for newsletter articles, we suggest a special monthly or occasional bulletin to inform the employees of project activities completed to date, and the anticipated activities for the following month. Such a bulletin should be distributed to all employees, perhaps as a payroll stuffer, posted on bulletin boards, and disseminated by internal e-mail.

3. Employee Communication Task Force

This group should receive a monthly briefing on the project status, and be given the opportunity to ask questions about project issues that concern them or the employees. This dialogue will provide the employees with the latest and correct information, and provide important feedback to the project consultants which may be useful

in increasing the project's quality and acceptance of the results.

4. Progress Reports for the Council/Board

We recommend that you provide a monthly summary of the project's progress to the Council or Board, so that they remain informed and committed, and to assure them that they will make final decisions regarding compensation policy and financial expenditures.

5. Project Inquiry "Hot-Line"

There may be occasions where this technique will be helpful in providing information, dispelling rumors, and obtaining additional information on employee concerns about the project. These "hot lines" take the form of a specific dedicated phone number, or an e-mail address, for the duration of the project, which may be answered by a Human Resources representative during working hours and an answering machine during other times, or an answering machine or e-mail address which is periodically checked for messages and responses provided to the callers.

C. POST-PROJECT EMPLOYEE COMMUNICATION

Once the recommended position classification and/or compensation plan has been adopted by the Council/Board, you will be able to provide a large amount of information to the employees, in a variety of formats. Not all of the following activities will be appropriate, or affordable, for all circumstances. They are provided for you to select, or develop, the communication activities which are best suited to your organization.

1. Copies or Extracts From the Final Report

We suggest that you prepare for employee perusal a number of copies of our final report on the recommended classification and/or compensation plan, after its adoption by the Council/Board. They could be made available for review in the Human Resources and/or line departments' offices. You will probably receive a request for a copy of the report from the media.

The report's table with the employee names and their actual salary amounts should be removed. Some of the material is technical and could be misinterpreted, such as market comparisons, and salary grade/range allocations by multiple salary policy formulae if you utilize a point-factor job evaluation method, and you may want to consider publishing only the new salary grade/range-per job class listings.

2. Workshop for Supervisors

We recommend that you conduct a workshop for supervisors on all aspects of the new position classification and/or compensation plan, for the purpose of preparing them to explain the new plan and respond to questions will be a major factor in the employees' positive attitude towards the new plans. Supervisors should then conduct employee meetings to explain the new plan and answer questions concerning its scope and effect.

This workshop is especially important if the new plan contains a new salary schedule, with or without in-grade steps, and/or the method of salary administration is to be changed from longevity to pay-for-performance. The approach selected for the initial year's implementation must be thoroughly explained and understood. The extent to which the supervisors understand and support the new plan will be the essential factor to its successful implementation.

3. Classification and Compensation Plan Pamphlet

We recommend that you prepare and distribute to all employees, supervisors and managers, a pamphlet explaining the new position classification and/or compensation plan. The employees will obtain a greater depth of understanding, and retain the information for a longer period, from such written material.

The pamphlet can be used in a the supervisory workshops, post-project employee briefings, and new employee orientation sessions. If a new performance evaluation system was a component of your project, a description of that system's linkage to the pay plan should be included in the pamphlet. A separate pamphlet should be prepared explaining the scope and process

of the new performance evaluation plan.

4. Employee Briefings

Briefings for all employees, conducted by the Human Resources staff, is one of the best methods to ensure that everyone obtains accurate information about the new plans, and obtains answers to questions from an expert source. We recommend a series of small group meetings to establish the best atmosphere for communication and understanding.

These meetings provide an excellent opportunity to distribute materials describing the new plans, such as a classification and compensation pamphlet, updated employee handbook, and updated personnel policy manual pages. If a video describing the new plans has been produced, that would be the introductory part of these briefings.

5. Salary Administration Video

A professionally produced video is not always necessary or affordable for very organization. It is however a very powerful tool for communicating the scope and components of the new plan in modern media which ascribes a high degree of state-of-the-art quality to the new plan. It is also included in new employee orientations. We have provided you with a sample copy of such a video.

The salary administration video is best suited for organizations with employees at many locations and on varying shifts, who can be shown the video at times that are convenient to their work hours. This video need not be costly if your organization has an internal video production capability or access to an educational institution or television station who might produce video as a public service.

6. Update Employee Handbook and Personnel Policy Manual

We recommend that you update the sections of your Employee Handbook and Personnel Policy Manual that describe the position classification and compensation plan to reflect any changes required by the new plan. Those updated pages are excellent handouts at the supervisory workshop and employee briefings.

7. Individual Salary Plan Implementation Statements

The employees need to be informed of the impact of the new plan on their base salary amount and salary opportunity. We recommend that each employee be provided with a personalized statement including the following information.

- *Effective date of the new plan, and date of salary change if different*
- *Job class title of their position*
- *Salary grade/range number to which their position's job class is allocated*
- *Minimum, Midpoint, and Maximum amounts of the salary grade/range.*
- *Salary amount prior to the effective date of the new plan*
- *Amount of increase to Minimum of the new grade/range, if applicable*
- *New salary amount according to the initial implementation protocol*
- *Relationship of new salary to the Midpoint of the grade/range (comparatio)*
- *Merit increase opportunity at various levels of future job performance*
- *Amount of supplemental pay, such as for longevity, assignments, certifications*
- *FLSA status and hourly rate for overtime*

THE QUESTIONS MOST COMMONLY ASKED BY EMPLOYEES

Following are the questions that employees most frequently ask us during the employee project briefing meetings, and our responses.

Q: 1. Who are we going to be compared to for salaries?

A: If the client has made this determination prior to the briefing meetings, we provide the names and locations of the employers to the employees. We also indicate that not all jobs will be surveyed at all of the comparator employers, and that

some may be compared only to local employers, while other jobs may be compared on a regional or national basis.

If the client has not yet determined who the comparator employers will be, we tell the employees that the process of identifying the employers to be surveyed depends to a great extent on where the client is currently obtaining the majority of its employees and for which occupations. A second factor is the identification of employers to whom the client regularly loses current employees.

Q: 2. *What will the Council/Board do with your report?*

A: We uniformly respond that we do not know what the client's Council/Board will do with our report. We tell the employees that in the over 1,000 times that we have provided compensation services that we have experienced 98% implementation, and we have no indication that this project will be an exception.

We credit our 98% implementation record to the fact that, in our experience, employers do not plan projects, retain consultants, raise employee expectations, and expend funds, with the intention of doing nothing. The only modification we are sometimes requested to make to our original recommendations is the option for a multi-year implementation plan if the cost to where the client wishes to place its salary policy exceeds the available funds.

Q: 3. *Will we get to see a copy of the report, and when?*

A: Yes. We recommend that when the final report has been adopted by the Council/Board that it be made public and that extra copies be made available for perusal by the employees and department heads. The reports may not contain the tables with specific salary amounts recommended for each employee, as that is confidential, but it will include the tables indicating the salary range dollars recommended for each job classification.

Q: 4. *When will the study be completed?*

A: We provide this information in general terms, such as: "within ninety days."

Q: 5. *Will you make recommendations regarding (longevity, cost-of-living, benefits, etc.)*

A: We tell employees if a benefits analysis and which salary administration items are included in the scope of the project.

Q: 6. *How much are you being paid for this study, and wouldn't it be better if that money was given to the employees?*

A: We anticipate this question by dividing the total project cost by the number of employees and providing the employees with a per-employee amount.

For example, if a project costs \$45,000 for 450 employees, the per employee cost would be \$100. We tell the employees that if the client distributed the project cost to them, each employee would receive a one-time payment of \$100, minus taxes, instead of a possible raise from the study, which might be more substantial, and which would be paid every year.

Q: 7. *What will happen if the survey shows that a job classification is priced over the market rate?*

A: The job classification will be allocated to the salary range that most closely matches the prevailing rate at the salary competitiveness policy selected by the employer, which may be lower (or the same, or higher) than the current salary range/grade. This will not impact the salary amount paid to an incumbent if that amount is within or above the new salary range for his/her position's job class.

Q: 8. *What will happen if an employee's salary amount exceeds the Maximum of the new salary range/grade for their position's job class?*

A: No one's salary will be reduced as a direct consequence of this project. There may be a few employees whose current base salary exceeds the Maximum of the new salary range/grade recommended for their position's job classification. In such instances, the employee's base salary amount will be not be reduced, but the amount will be frozen until such time as their position's job class is re-allocated to a higher salary range/grade whose Maximum exceeds their current base salary amount.

Q: 9. *Will salaries be increased?*

A: That is a determination to be made by the Council/Board on the basis of their compensation philosophy, competitive-ness policy, and the organization's financial resources. We merely make recommendations. The final decisions are 100% within the authority of the Council/Board. There is no guarantee that any salaries will be increased.

Depending upon the Council/Board's final policy determination, a new salary plan may result in uneven increases during the initial implementation year, resulting from the need to bring the salaries of all individuals to the Minimum of the salary range/grade, take into account each individual's current position in the new salary range and possibly their varying length of service.

Q: 10. *Who will be selected for the job information interviews, and how is the selection made?*

A: Unless every employee is to receive a job information interview at their work site, the minimum number of interviews is one representative incumbent of each occupational job classification. We

will make the interview selection at random. If an employee is the only incumbent of a job class, that person will be scheduled for an interview.

Q: 11. What if my supervisor does not agree with what I wrote on the Position Description Questionnaire (PDQ)?

A: Supervisors are not permitted to change anything that an employee has written on their PDQ. The purpose of the supervisory review of the PDQ is to ensure that its content accurately reflects the duties and responsibilities performed by the incumbent, to the extent that the consultants can readily determine its occupational classification. If the supervisors do not agree with any part of the PDQ content, they may comment and indicate their opinions.

In virtually all of the instances where we see supervisory comments (approx. 2% - 5% of the PDQs) they indicate that the employee has forgotten to mention an important item, or they may differ on the percentages of the position the employee has allocated to its major functions. No one is an expert in completing a PDQ about their position, and it is quite common to forget an essential item.

We will communicate with both the employee and supervisor in the rare instances of significant difference of opinion regarding a position's job content, and form an independent opinion.

Q: 12. Will there be changes in job titles and classifications?

A: That is a distinct possibility. Our task is to make sure that each position's job classification and the job class titles reflect current duties and responsibilities. It is possible that some positions may be re-allocated to a different job classification if their duties and responsibilities are now more commensurate with another than their current job class.

We may recommend that some job class titles be changed to more accurately reflect their occupations, to account for more or less job classes within a sequential group, or to recognize new occupational assignments.

Q: 13. What if I do not agree with your classification of my position?

A: Our response will depend on whether the client's rules and/or the scope of the project permit employee appeals to their position's recommended classification. If they do not, we will indicate that every position's classification will be reviewed with the respective department head for errors and that changes may be made in our initial recommendations.

If appeals are permitted, we inform the employees that they will be notified by their employer of our initial occupational job classification recommendation for their position, after the quality control reviews with the department heads. If they feel that we have made an error and that significant job content information has been overlooked, they may complete a form and request that we conduct a second review and notify the client of our final recommendation for each appealed position.

NOTE: We stress to the employees that the appeal process relates only to the occupational job classification and titles of positions, not salary range/grade assignments.

JULY 2015



COMMUNICATION AND MARKETING SPRING 2015 ANALYTICS AND INSIGHTS REPORT

Communications and Marketing Department Mission

Inform and engage citizens, businesses and visitors by providing and responding with timely, reliable and accurate information.

The Communications and Marketing Department will:

- Ensure timely, reliable and accurate information dissemination and response
- Improve internal communication
- Increase citizen, business and visitor awareness and engagement
- Create and implement policy and procedures for existing and new technologies
- Generate measurement and data tools
- Promote tourism and economic development
- Develop an Emergency Communication Strategy

In accordance with the with Comprehensive Communication Plan for the City of Seabrook which was approved by Council in October 2014, the Communications and Marketing Department will create quarterly analytic and insight reports for Council's review. These reports include the following:

- **Website Analytics:** Quarterly website analytic reports for City Council and management. Reports will vary each quarter based on popular and unpopular pages. Reports contain information regarding the previous three-month time period.
- **Social Media Interaction Report:** Quarterly report that will track the number of "likes, posts, reach, tweets, retweets, favorites, etc" analyzing the amount and type of social interaction. Highlight "popular topics" that receive large impressions. Allowing council and management to listen to interactions between the users and the city. Reports contain information regarding the previous three-month time period.
- **Subscription Report:** Quarterly report identifying the number of subscribers to digital content.

A Glossary of Terms is included with the document to help identify commonly used analytic terms. This report does not contain all website and social media data, rather it is a snapshot of how users are digitally engaging with the City of Seabrook.

GLOSSARY OF TERMS

Bounce Rate: The percentage of visits in which the visitor only views one page of your Website before leaving is known as the Bounce Rate. With Bounce Rate information, you can analyze the quality of user visits. A high Bounce Rate often indicates that your pages are not relevant to what your visitors are looking for. You can lower your bounce rate by generating better targeted ads and Landing Pages, as well as creating quality content that will engage visitors and draw them into your Website.

Cookie: A small amount of text data used to remember information from page to page and visit to visit. Cookies can contain information such as user preferences or shopping cart contents.

Direct Traffic: Visits to your site where the user types your URL into their browser's address bar or when a visitor uses a bookmark to get to your Website. It is important to know where your Website traffic is coming from so you can understand which marketing endeavors are working for you. Direct traffic illustrates how many of your visitors know your brand and Website URL. These visitors did not find your Website on search engines or on another site. They came directly to your Website.

Impression: The display of a referral link or advertisement on a web page.

Keywords: These are the words that visitors use to find your Website when using a search engine. Google Analytics provides a list of keywords that have been searched by users who find your Website. This information shows you what searchers are actually looking for when they find your Website. This also allows you to discover potential new keywords to target.

Lifetime Engaged Users: Lifetime: The number of people who clicked anywhere in your posts. (Unique Users)

Lifetime Negative Feedback: Lifetime: The number of people who have given negative feedback to your post. (Unique Users)

Lifetime Post Total Impressions: Lifetime: The number of impressions of your Page post. (Total Count)

Lifetime Post Impressions by people who have liked your Page: Lifetime: The number of impressions of your Page post to people who have liked your Page. (Total Count)

Lifetime Post Reach by people who like your Page: Lifetime: The number of people who saw your Page post because they've liked your Page (Unique Users)

Lifetime Post Total Reach: Lifetime: The total number of people your Page post was served to. (Unique Users)

Page View: The amount of times visitors arrive on individual pages of your Website. If a user reloads a page, that action will be counted as an additional page view. If a visitor navigates to a different page and then returns to the original page, a second Page View will be recorded as well. Page views allow you to see which pages on your site are the most popular.

Referring Sites: Other Websites that refer or send visitors to your Website are called referring sites. Knowing where your traffic is coming from is an easy way to increase your ROI. You can focus more resources on sites that are referring more traffic, or re-evaluate your campaigns on sites that are not driving much traffic.

Search Engines: Online tools that allow you to find specific Web pages by using a keyword search query. The three main search engines are Google, Yahoo, and Bing. Google Analytics segments your traffic data so you can see which search engines are driving traffic to your Website, and how much traffic each search engine is generating. Google Analytics allows you to separate this data into paid and non-paid results.

Traffic: The total number of visits to your Website.

Traffic Sources: Where your traffic is coming from. Google Analytics includes information on which sites your visitors are coming to your Website from as well as what keywords they are using to get to your Website.

Time on Site: The average length of time a visitor spends accessing your site within a specified time period. You can use this data to measure the effectiveness and quality of your Website. The longer visitors spend on your site, the more informative and interactive your site is.

Uniform Resource Locator (URL): The address of your Website (i.e. www.mycompany.com)

Unique Visitor: The number of individual (non-duplicate) visitors to a site over the course of a specific time period. This data is determined by cookies that are stored in visitor browsers.

Visits: The amount of times your Website is accessed. This data allows you to see how effectively your Website is being promoted. Watching the trends in your visits allows you to analyze which aspects of your online marketing are working.

Page Traffic for Spring 2015 - April to June

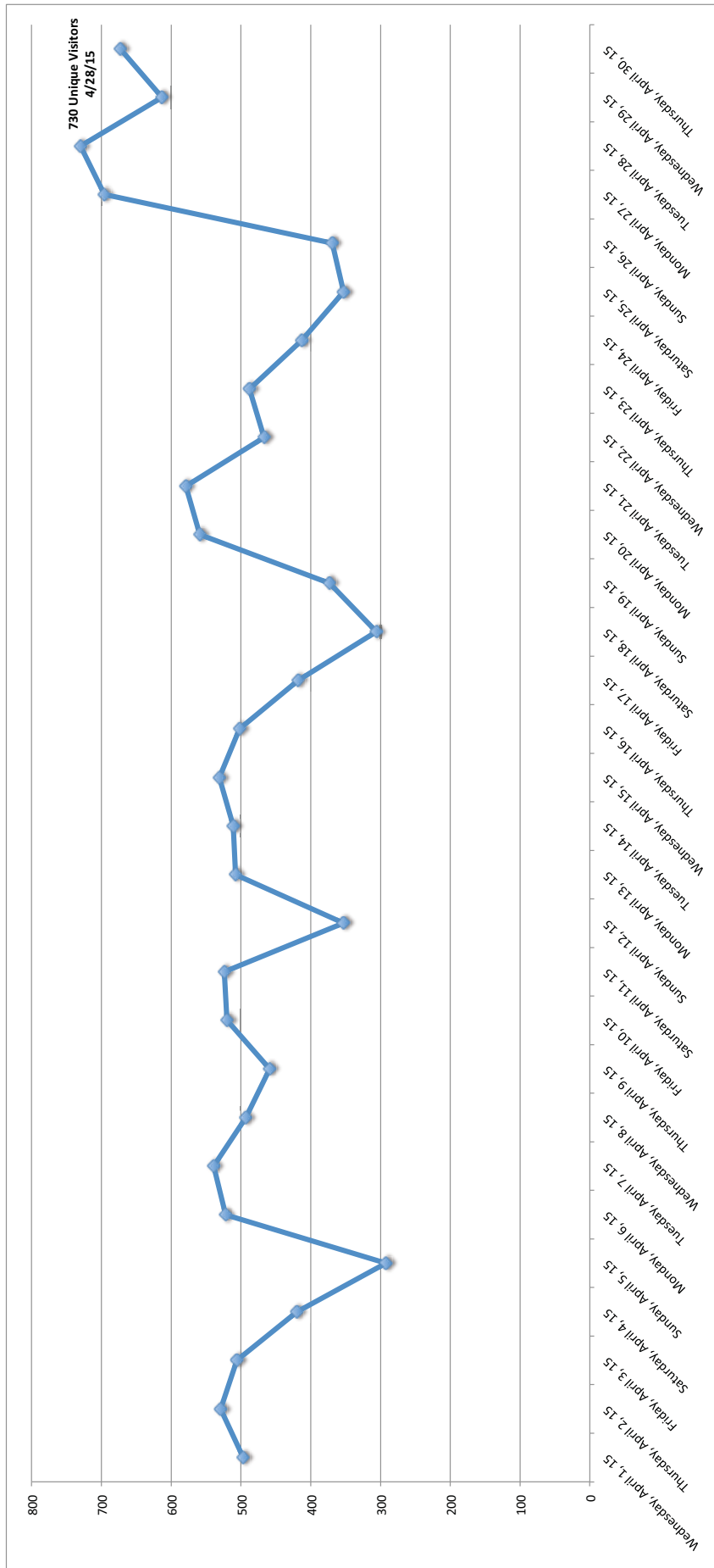
Top 20 Pages					
Page	URL	Pageviews	Unique Pageviews	Average Time on Page	Exit Rate
City News	http://seabrooktx.gov/CivicAlerts.aspx	21,972	1,385	120	61%
Home Page	http://www.seabrooktx.gov	19,107	14,964	69	49%
Jobs	http://seabrooktx.gov/jobs.aspx	8,198	4,578	72	58%
SH 146 Expansion	http://www.seabrooktx.gov/index.aspx?nid=369	3,003	2,668	74	85%
Visitors	http://seabrooktx.gov/index.aspx?NID=9	2,839	2,174	57	49%
Area Attractions	http://seabrooktx.gov/index.aspx?nid=103	2,416	1,960	66	48%
Pine Gully Park	http://seabrooktx.gov/Facilities/Facility/Details/12	2,349	1,788	73	75%
Swimming Pool	http://seabrooktx.gov/index.aspx?NID=237	2,299	1,898	81	84%
Carothers	http://seabrooktx.gov/index.aspx?nid=230	1,706	1,208	74	48%
Police Department	http://seabrooktx.gov/index.aspx?nid=209	1,626	1,195	60	43%
Parks & Recreation	http://www.seabrooktx.gov/index.aspx?nid=228	1,450	1,042	51	25%
Departments	http://www.seabrooktx.gov/index.aspx?nid=8	1,394	1,065	43	23%
Dining	http://www.seabrooktx.gov/index.aspx?nid=109	1,364	1,149	82	66%
Events	http://www.seabrooktx.gov/index.aspx?nid=94	1,302	1,037	53	41%
Flood Maps	http://www.seabrooktx.gov/index.aspx?nid=332	1,151	892	59	57%
City Parks	http://www.seabrooktx.gov/index.aspx?nid=231	1,115	597	77	35%
Customer Service	http://www.seabrooktx.gov/index.aspx?nid=189	1,081	888	54	52%
Elections	http://www.seabrooktx.gov/index.aspx?NID=124	944	793	105	75%
Lodging	http://www.seabrooktx.gov/index.aspx?NID=110	908	733	80	57%
Community	http://www.seabrooktx.gov/index.aspx?NID=31	827	641	47	19%

Special Campaigns and Departments' Main Page					
Page	URL	Pageviews	Unique Pageviews	Average Time on Page	Exit Rate
SH 146 Expansion	http://seabrooktx.gov/index.aspx?nid=369	1,620	1,803	79	80%
2015 Election	http://seabrooktx.gov/index.aspx?NID=124	944	793	105	75%
Flood Insurance	http://www.seabrooktx.gov/index.aspx?NID=336	150	126	66	49%
City Projects	http://seabrooktx.gov/index.aspx?nid=240	346	275	53	19%
Mayor and City Council	http://seabrooktx.gov/index.aspx?nid=125	417	266	86	34%
Departments	http://www.seabrooktx.gov/index.aspx?nid=8	1,394	1,065	43	23%
City Management	http://seabrooktx.gov/index.aspx?nid=134	300	249	63	41%
City Secretary's Office	http://seabrooktx.gov/index.aspx?nid=135	205	168	109	30%
Communications	http://seabrooktx.gov/index.aspx?nid=142	55	54	99	52%
Community Development	http://seabrooktx.gov/index.aspx?nid=146	178	233	62	21%
Economic Development	http://seabrooktx.gov/index.aspx?NID=162	216	178	60	37%
Finance	http://seabrooktx.gov/index.aspx?nid=182	56	52	61	35%
Human Resources	http://seabrooktx.gov/index.aspx?nid=190	225	173	43	39%
Municipal Court	http://seabrooktx.gov/index.aspx?nid=195	674	577	76	58%
Police Department	http://www.seabrooktx.gov/index.aspx?nid=209	1,626	1,195	60	43%
Public Works	http://seabrooktx.gov/index.aspx?nid=227	371	295	30	19%
SFVD	http://seabrooktx.gov/index.aspx?nid=310	311	240	51	51%

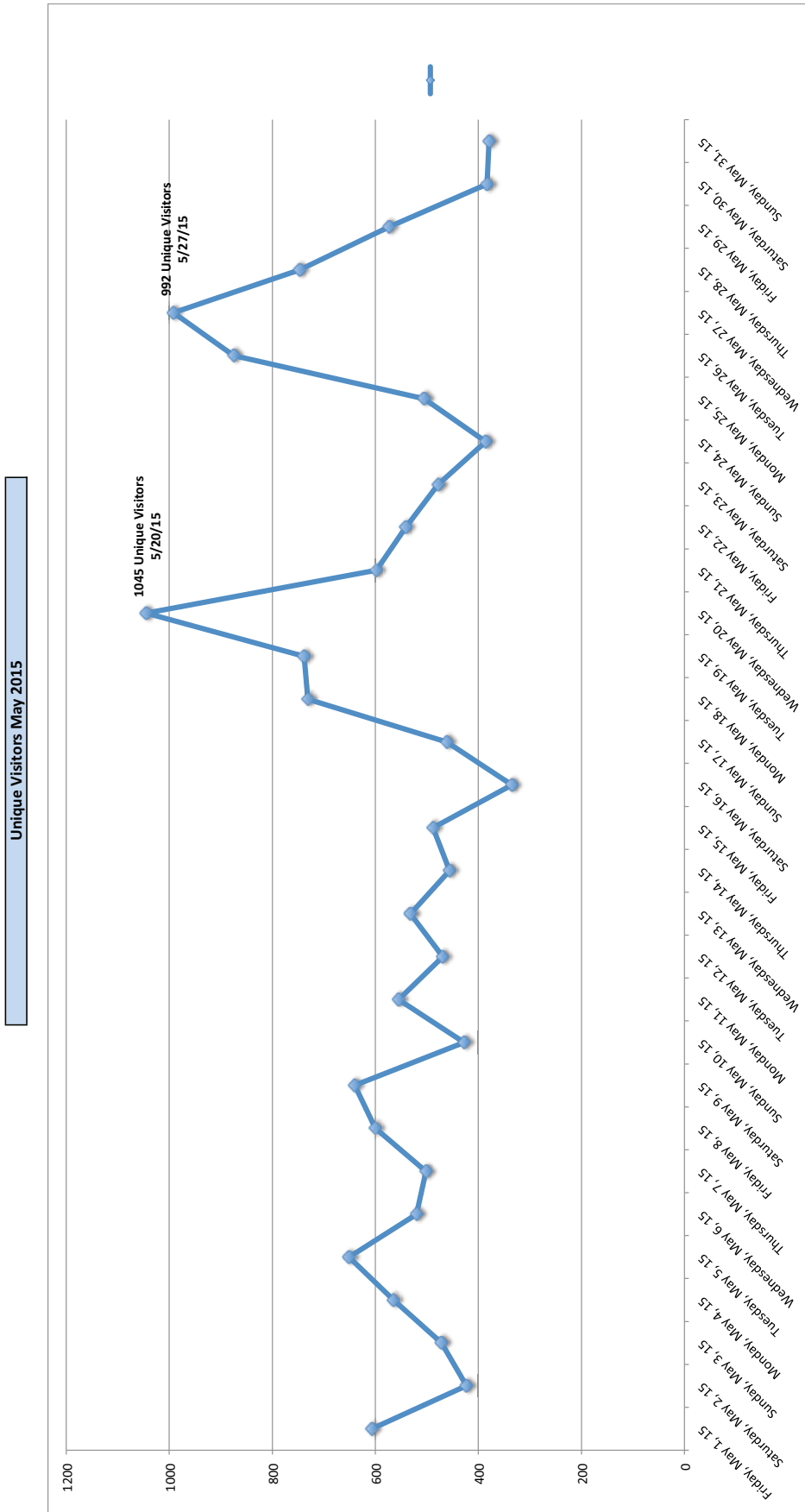
All data shown above is for a 3-month period - April 2015 through June 2015

April 2015 - Traffic Report										
Date	Unique Visitors	Visits	Bounce Rate	Avg. Visit Duration (list in sec, avg. in min)	Returning Visits	Unique returning visitors	Bounce Rate for Returning Visits	Avg. Dur. of a Return Visit (list in sec, avg. in min)	Downloads	Searches
Wednesday, April 1, 15	497	523	52%	0:02:06	147	131	50%	0:02:40	228	24
Thursday, April 2, 15	529	564	47%	0:02:26	143	125	42%	0:03:25	583	23
Friday, April 3, 15	506	536	52%	0:03:23	117	108	54%	0:00:59	411	7
Saturday, April 4, 15	420	445	51%	0:01:38	107	99	57%	0:01:07	289	15
Sunday, April 5, 15	292	309	57%	0:01:51	74	64	58%	0:00:46	131	11
Monday, April 6, 15	522	555	51%	0:02:30	139	122	44%	0:03:35	264	15
Tuesday, April 7, 15	539	579	50%	0:02:40	144	123	47%	0:03:42	603	18
Wednesday, April 8, 15	493	517	51%	0:02:14	126	109	52%	0:03:27	547	18
Thursday, April 9, 15	459	493	52%	0:02:10	136	115	46%	0:03:30	230	3
Friday, April 10, 15	520	552	56%	0:01:58	146	129	52%	0:02:04	538	13
Saturday, April 11, 15	524	570	49%	0:02:39	109	90	60%	0:01:44	266	4
Sunday, April 12, 15	353	363	55%	0:02:09	83	78	55%	0:02:07	381	6
Monday, April 13, 15	508	536	55%	0:01:55	130	116	51%	0:01:57	269	23
Tuesday, April 14, 15	511	533	51%	0:02:21	141	125	55%	0:02:29	200	11
Wednesday, April 15, 15	531	556	48%	0:02:13	163	147	45%	0:02:29	197	17
Thursday, April 16, 15	502	530	49%	0:02:41	144	128	42%	0:04:34	239	18
Friday, April 17, 15	418	436	54%	0:02:37	102	92	52%	0:04:04	522	4
Saturday, April 18, 15	306	316	59%	0:01:33	53	49	60%	0:01:20	113	4
Sunday, April 19, 15	373	387	54%	0:02:01	63	59	46%	0:02:13	282	10
Monday, April 20, 15	559	593	50%	0:03:21	144	125	50%	0:04:27	439	19
Tuesday, April 21, 15	579	620	52%	0:02:18	142	118	46%	0:03:05	439	8
Wednesday, April 22, 15	467	499	51%	0:02:31	127	105	43%	0:02:31	285	21
Thursday, April 23, 15	488	523	51%	0:03:48	122	106	48%	0:03:37	311	29
Friday, April 24, 15	413	434	53%	0:01:59	103	90	50%	0:02:41	203	35
Saturday, April 25, 15	353	369	52%	0:02:14	62	57	44%	0:03:37	239	6
Sunday, April 26, 15	369	390	49%	0:02:41	85	76	45%	0:03:14	191	15
Monday, April 27, 15	696	720	56%	0:02:09	151	137	44%	0:03:22	423	18
Tuesday, April 28, 15	730	782	48%	0:02:43	202	171	47%	0:02:53	268	26
Wednesday, April 29, 15	613	647	51%	0:02:19	157	138	47%	0:03:32	359	23
Thursday, April 30, 15	673	701	52%	0:01:47	146	130	48%	0:02:19	200	28
Total or Average	14,743	15,578	52%	0:00	3,708	3,262	49%	0.00	9,650	472

Unique Visitors April 2015

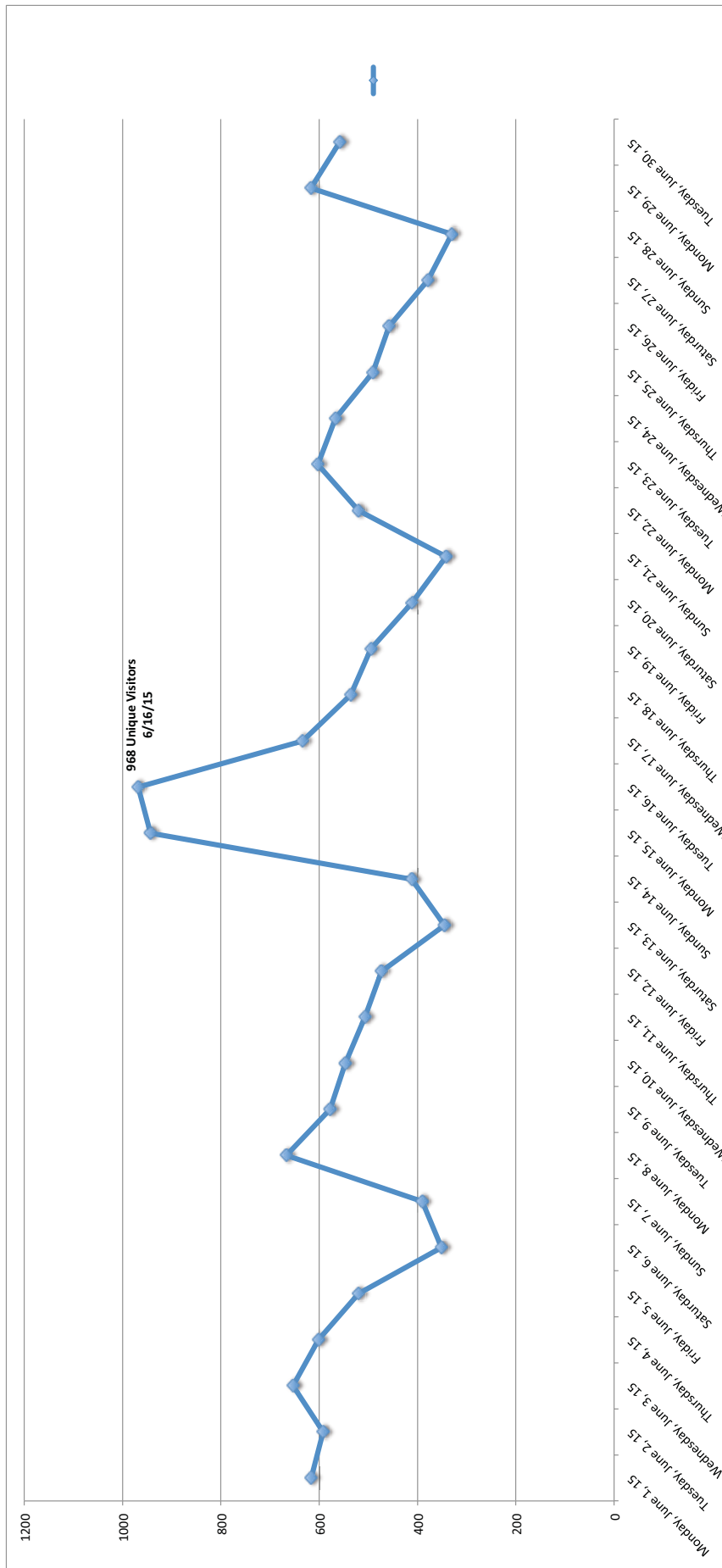


May 2015 - Traffic Report										
Date	Unique visitors	Visits	Bounce Rate	Avg. Visit Duration (list in sec, avg. in min)	Returning Visits	Unique returning visitors	Bounce Rate for Returning Visits	Avg. Dur. of a Return Visit (list in sec, avg. in min)	Downloads	Searches
Friday, May 1, 15	607	643	47%	0:01:45	180	164	42%	0:01:49	321	9
Saturday, May 2, 15	423	444	48%	0:02:18	101	92	48%	0:02:18	143	10
Sunday, May 3, 15	472	492	56%	0:01:42	91	82	55%	0:02:23	190	14
Monday, May 4, 15	565	598	51%	0:02:37	157	140	51%	0:03:20	419	34
Tuesday, May 5, 15	651	693	53%	0:02:26	159	134	47%	0:02:32	322	33
Wednesday, May 6, 15	520	555	46%	0:02:22	157	142	39%	0:03:26	201	26
Thursday, May 7, 15	502	535	49%	0:02:30	152	133	47%	0:03:43	168	13
Friday, May 8, 15	600	627	53%	0:02:09	154	137	58%	0:02:31	334	35
Saturday, May 9, 15	640	670	53%	0:01:46	131	119	52%	0:03:22	314	10
Sunday, May 10, 15	428	453	54%	0:01:26	110	94	50%	0:01:19	268	10
Monday, May 11, 15	555	590	52%	0:02:05	160	142	51%	0:02:36	267	22
Tuesday, May 12, 15	469	502	52%	0:02:15	124	102	53%	0:03:17	135	9
Wednesday, May 13, 15	532	561	51%	0:02:05	133	118	50%	0:03:31	365	18
Thursday, May 14, 15	456	482	56%	0:01:55	128	109	48%	0:02:38	359	15
Friday, May 15, 15	488	504	49%	0:01:49	141	135	45%	0:02:17	203	16
Saturday, May 16, 15	335	348	51%	0:02:06	65	62	49%	0:02:04	120	12
Sunday, May 17, 15	461	481	61%	0:01:29	74	66	62%	0:01:44	150	19
Monday, May 18, 15	731	771	61%	0:01:35	158	135	48%	0:02:20	414	12
Tuesday, May 19, 15	738	762	60%	0:02:28	128	118	51%	0:03:57	262	37
Wednesday, May 20, 15	1045	1084	72%	0:01:23	139	126	51%	0:03:04	354	16
Thursday, May 21, 15	598	627	60%	0:01:45	134	121	43%	0:02:06	152	41
Friday, May 22, 15	541	560	61%	0:01:50	115	106	53%	0:02:18	196	33
Saturday, May 23, 15	478	496	61%	0:01:29	77	69	48%	0:02:03	309	3
Sunday, May 24, 15	386	407	49%	0:02:03	95	90	52%	0:02:12	120	24
Monday, May 25, 15	505	533	49%	0:02:11	116	103	49%	0:03:22	142	16
Tuesday, May 26, 15	875	910	55%	0:01:51	187	170	50%	0:03:20	145	22
Wednesday, May 27, 15	992	1051	47%	0:02:06	247	212	45%	0:03:25	397	35
Thursday, May 28, 15	747	791	50%	0:02:13	161	141	43%	0:04:09	276	33
Friday, May 29, 15	574	603	53%	0:02:35	153	135	47%	0:03:38	185	20
Saturday, May 30, 15	383	403	54%	0:01:37	91	83	43%	0:01:59	98	11
Sunday, May 31, 15	379	397	55%	0:02:18	83	76	53%	0:02:48	178	6
Total or Average	17,676	18,573	54%	0:00	4,101	3,656	49%	0:00	7,507	614



June 2015 - Traffic Report										
Date	Unique visitors	Visits	Bounce Rate	Avg. Visit Duration (list in sec, avg. in min)	Returning Visits	Unique returning visitors	Bounce Rate for Returning Visits	Avg. Dur. of a Return Visit (list in sec, avg. in min)	Downloads	Searches
Monday, June 1, 15	616	642	56%	0:02:10	154	136	49%	0:02:40	330	20
Tuesday, June 2, 15	592	624	57%	0:02:01	144	123	56%	0:02:43	247	15
Wednesday, June 3, 15	653	700	48%	0:02:28	159	133	48%	0:05:12	377	31
Thursday, June 4, 15	601	635	53%	0:02:44	162	146	51%	0:04:12	368	26
Friday, June 5, 15	520	560	52%	0:01:59	143	123	58%	0:02:58	270	19
Saturday, June 6, 15	351	370	59%	0:02:12	84	76	62%	0:01:28	142	5
Sunday, June 7, 15	390	409	55%	0:01:38	86	76	63%	0:01:33	272	11
Monday, June 8, 15	667	703	50%	0:02:09	165	148	42%	0:03:47	304	24
Tuesday, June 9, 15	578	616	51%	0:02:24	156	140	47%	0:03:29	151	20
Wednesday, June 10, 15	547	586	57%	0:02:09	145	121	50%	0:04:02	179	33
Thursday, June 11, 15	507	538	57%	0:02:51	154	137	49%	0:05:08	257	19
Friday, June 12, 15	473	495	52%	0:01:51	138	126	51%	0:02:04	279	8
Saturday, June 13, 15	345	360	56%	0:01:44	84	75	57%	0:01:36	241	6
Sunday, June 14, 15	412	430	58%	0:01:39	99	92	56%	0:02:02	172	12
Monday, June 15, 15	943	1012	53%	0:01:54	282	236	41%	0:02:56	231	32
Tuesday, June 16, 15	968	1039	51%	0:01:49	264	223	36%	0:02:42	160	43
Wednesday, June 17, 15	634	666	53%	0:02:11	182	165	44%	0:03:27	184	31
Thursday, June 18, 15	536	561	56%	0:02:02	128	117	46%	0:02:48	300	21
Friday, June 19, 15	495	520	54%	0:02:08	129	117	55%	0:02:44	230	9
Saturday, June 20, 15	411	439	50%	0:01:38	130	116	45%	0:01:32	103	13
Sunday, June 21, 15	342	362	53%	0:01:37	70	60	54%	0:01:30	93	7
Monday, June 22, 15	520	551	52%	0:02:45	141	122	46%	0:03:59	151	7
Tuesday, June 23, 15	603	654	52%	0:02:34	182	149	57%	0:03:54	288	18
Wednesday, June 24, 15	567	626	50%	0:02:42	183	145	45%	0:04:09	189	5
Thursday, June 25, 15	491	522	53%	0:02:10	147	129	44%	0:03:17	160	17
Friday, June 26, 15	458	477	55%	0:02:46	128	119	48%	0:04:07	303	12
Saturday, June 27, 15	379	403	54%	0:01:44	102	92	59%	0:01:20	221	6
Sunday, June 28, 15	330	345	54%	0:02:04	84	77	46%	0:03:14	203	4
Monday, June 29, 15	617	657	49%	0:02:23	172	150	38%	0:04:06	384	29
Tuesday, June 30, 15	558	591	51%	0:02:47	138	115	46%	0:04:39	271	27
Total or Average	16,104	17,093	53%	0:00	4,335	3,784	50%	0:00	7,060	530

Unique Visitors June 2015



Search Engines	
Product	Visits
 Google	20260
 Yahoo!	2205
 Bing	2127
 AOL	177
 Ask	140
 Comcast	42
 MyWebSearch	42
 DuckDuckGo	40
 Google Custom Search	8
 Earthlink	6
 Google Images	4
 Inbox	3
 InfoSpace	3
 Charter	2
 Yahoo! Japan	2
 Bing Images	1
 K9 Safe Search	1
 Skynet	1

Search Keywords	
Keyword	Visits
city of seabrook	21168
seabrook tx	471
seabrook texas	318
seabrook police department	229
city of seabrook texas	96
city of seabrook tx	90
seabrook	85
seabrook, tx	75
www.seabrooktx.gov	71
pine gully park	39
city of seabrook jobs	36
city of seabrook, tx	34
pine gully park seabrook	29
seabrook water	29
carothers coastal gardens	29
seabrook city hall	27
seabrook municipal court	24
city of seabrook utilities	22
seabrook, texas	21
seabrook animal control	20
seabrook animal shelter	19
cityofseabrook	18
seabrook pool	17
things to do in seabrook tx	16
seabrook texas flooding	16
seabrook tx police department	15
seabrook community house	15
clear lake park seabrook tx	13
seabrook texas police department	12
seabrooktx.gov	12
seabrook jail	12
seabrook tx flooding	11
seabrook pd	11
www.ci.seabrook.tx.us	9
seabrook,tx	9
seabrook city pool	8
restaurants in seabrook tx	8
seabrook community center	7
seabrook police dept	7
seabrook texas news	7
seabrook tx news	7
seabrook utilities	7
city of seabrook water department	7
pine gully park seabrook texas	6
seabrook.gov	6
seabrook city hall seabrook tx	6
seabrook fire department	6
seabrook swimming pool	6
the city of seabrook	6
carothers coastal garden complex	6
city of seabrook, texas	5
city of seabrook police department	5
city of seabrook water	5
flooding in seabrook tx	5
seabrook courthouse	5
seabrook parks and recreation	5
seabrook pool seabrook tx	5
seabrook tx animal shelter	5
seabrook tx beach	5
seabrook tx restaurants	5
seabrook water bill	5

Searches within seabrooktx.gov		
Keyword	Searches	Pageviews
animal shelter	15	19
animal control	14	23
zoning map	13	21
pool	11	12
animal	10	14
community house	9	9
permits	9	14
calendar	8	14
jail	8	11
water bill	8	8
waterfront development plan	8	17
pine gully	7	13
police	7	7
swimming pool	7	15
bid postings	6	7
inmate search	6	7
arrest	5	5
benefits	5	5
carothers coastal gardens	5	9
citation	5	6
court	5	5
dog	5	8
hours	5	5
jobs	5	7
parks	5	5
pay water bill	5	8
permit	5	6
pine gully park	5	9
swim lessons	5	6
warrants	5	6
waste management	5	5
water	5	5
alarm permit	4	4
city hall hours	4	4
city pool	4	4
comprehensive master plan 20	4	5
county	4	5
gis	4	4
map	4	5
municipal court	4	4
survey	4	10
trash	4	4
wedding	4	7
apartments	3	5
arrest records	3	3
arrests	3	3
beach	3	6
centerpoint	3	3
charter	3	7
city manager	3	3
criminal code	3	6
dogs	3	3
fiber	3	11
finest	3	3
fire department	3	3
garbage	3	4
inmates	3	3
old seabrook	3	4
police reports	3	4
power outage	3	5
special event	3	3
splash pad	3	3
trash pick up	3	3
water dept	3	3
what is my trash pick up day?	3	4

All data shown above is for a 3-month period - April 2015 through June 2015

Email Subscription Data for Spring 2015

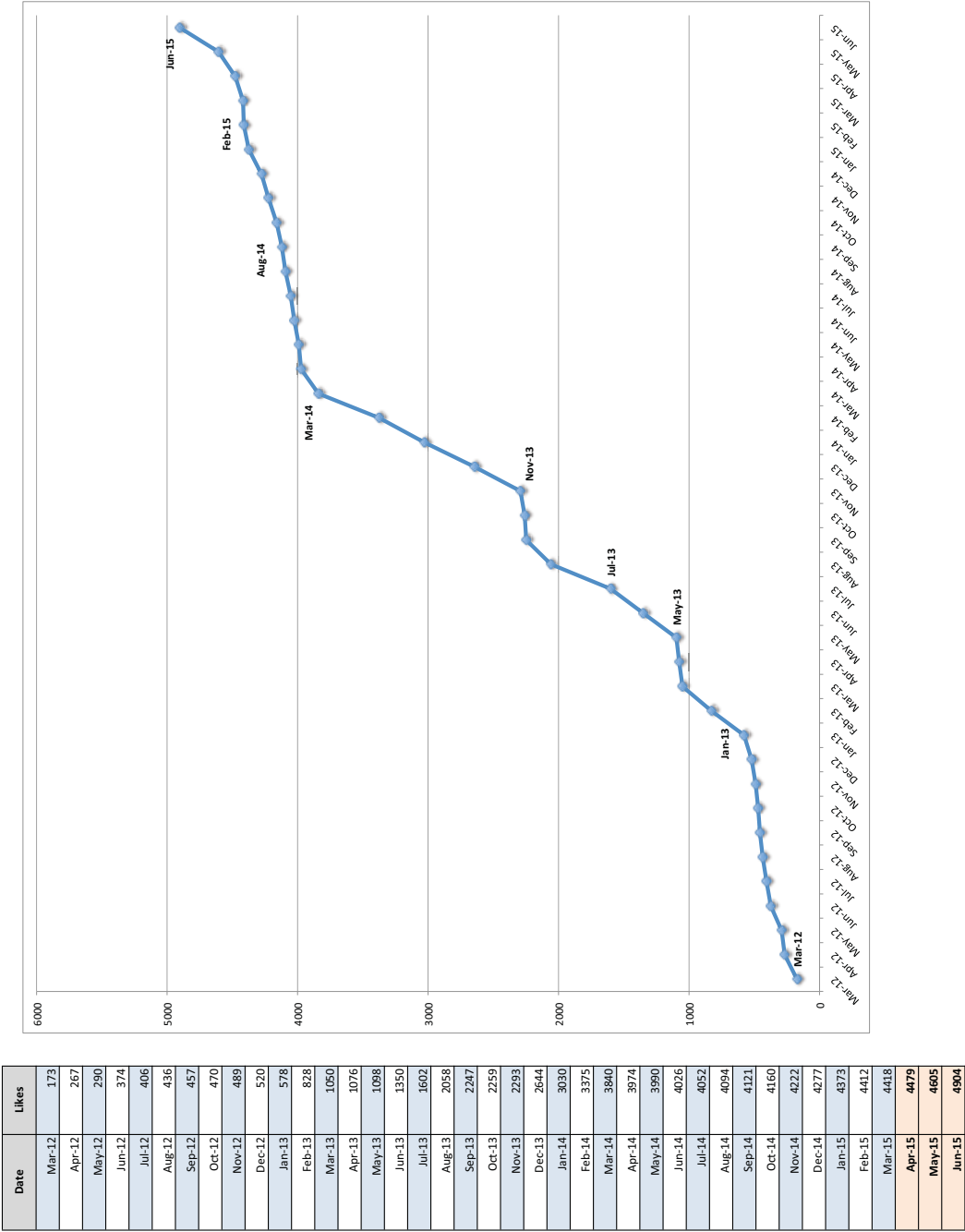
iContact Subscription Report	
All City Notifications	326
Job Openings	405
Media	54
Total	785

Please Note: iContact was the subscription service prior to Civic Plus. While Civic Plus will allow us to import these contacts into the system it requires users to verify their subscription. By requiring this verification we run the risk of user either deleting the verification, confusing the user or having the verification go into their spam folder losing several users who did subscribe prior to the new website.

Civic Plus seabrooktx.gov Subscription Report	
Bid Postings	
Bid Notice	100
Contracting and Employment Opportunities	42
Total	142
Calendars	
Event	175
Fire Department	41
Holiday	50
Meetings	77
Reservations for Carothers Calendar	28
Total	371
News and Happenings	
City News	210
Economic Development News	127
E-Newsletter - City Update	257
Total	594
Jobs	
City Positions	93
Police Department Positions	36
Summer Positions	37
Total	166
Agendas and Minutes	
Board of Adjustment	33
Building and Standards Commission	37
Charter Review Commission	8
City Council	64
Civil Service Commission	24
Economic Development Corporation	53
Ethics Review Commission	22
Fair Housing Activity Statement Work Group	19
Master Plan Review Commission	16
Open Space and Trails Committee	48
Planning and Zoning Committee	52
General Public Notice	76
Total	452
Civic Plus Total	1,725

Priority Notification Subscription Report (Black Board Connect)	
Emergency and Priority Notifications	5,565

Lifetime Facebook Likes



Facebook Insights for April 2015 through June 2015								
Post Type	Post Message	Date and Time Posted	Lifetime Post Total Reach	Lifetime Post Total Impressions	Lifetime Engaged Users	Lifetime Negative Feedback	Lifetime Post Impressions by people who have liked your Page	URL
Status	PIF - SH 146 and Repsdorph Traffic Light The City of Seabrook has reported the traffic light syncing issue to TxDOT. Motorists may report the issue to TxDOT directly by calling (713) 802-5662 or (713) 802-5663. The TxDOT customer complaint line is (800) 350-9368 and they accept calls Monday through Friday between 8 a.m. to 5 p.m.	6/29/15 9:15 AM	1764	3282	166		1	https://www.facebook.com/SeabrookTX/po sts/1297679790248646
Link	June Sales Tax Revenues	6/29/15 8:11 AM	892	1859	35		0	https://www.facebook.com/SeabrookTX/po sts/1297631036920188
Link	The SVFD is hosting a blood drive this evening starting at 4 p.m. Give Blood - Give Life! approximately 3:00 p.m. on Friday, June 26, 2015. Two vehicles reported traveling northbound on SH 146 were involved in the crash. One of the motorists lost control of their vehicle and hit a traffic light control box, resulting in a traffic light outage at the intersection. No injuries have been reported at this time. Motorists can expect delays and are encouraged to find an alternate route during their daily commute. At this time, TxDOT is estimating the notified of the situation. Please avoid the area if possible. ----- UPDATE: Seabrook Police are directing traffic at SH 146 and Repsdorph due to a traffic accident that occurred at approximately 3:00 p.m. on Friday, June 26, 2015. Two vehicles reported traveling northbound on SH 146 were involved in the crash. One of the motorists lost control of their vehicle and hit a traffic light control box, resulting in a traffic light outage at the	6/29/15 6:23 AM	616	1139	21		1	https://www.facebook.com/SeabrookTX/po sts/1297562110260414
Link		6/26/15 2:06 PM	2494	4672	273		1	https://www.facebook.com/SeabrookTX/po sts/1295321907151101
Status	We have another survey we would like you to take regarding the future development of Seabrook. Seabrook is YOUR CITY and we need YOUR INPUT! Take the survey at: www.seabrooktx.gov/your-city Learn more about the Master Comprehensive Plan by watching this quick video: https://youtu.be/OMKqtSMOzao	6/26/15 1:01 PM	3128	5972	303		3	https://www.facebook.com/SeabrookTX/po sts/1295285497154742
Link		6/25/15 8:58 AM	1703	3276	114		1	https://www.facebook.com/SeabrookTX/po sts/1294397947243497
Status	City Hall has been reopened and the gas leak has been repaired.	6/25/15 8:34 AM	520	984	24		2	https://www.facebook.com/SeabrookTX/po sts/1294383260578299
Status	Seabrook City Hall has been evacuated and is currently closed due to a minor gas leak. CenterPoint Energy has been notified and are in route to fix the leak.	6/25/15 7:19 AM	752	1458	61		1	https://www.facebook.com/SeabrookTX/po sts/12943331817250110
Link	City of Seabrook	6/24/15 1:56 PM	655	1271	54		3	https://www.facebook.com/SeabrookTX/po sts/1293882717295020
Photo	Our friends at Melinda's Boutique and Grand Central Station wanted us to share this fun event with the Seabrook community. A percentage of everything bought will benefit The Bridge Over Troubled Waters. There will be lite bites, beverages and door prizes! Thursday, June 25 from 6 to 8 p.m. at 1002 North Meyer in Old Seabrook.	6/24/15 8:45 AM	899	1760	47		2	https://www.facebook.com/SeabrookTX/po sts/1293721693977789-0
Link	City Secretary to retire after 32 years of service YOUR FUTURE and we want to hear from you! The City of Seabrook is currently updating its existing Comprehensive Plan that will provide goals, objectives, recommendations, and action items for Seabrook's growth and development for the next 10-20 years. Join us at Bay Elementary on Thursday, July 30th at 7pm for a Community Workshop that will gather YOUR INPUT to help us plan for the longterm future of Seabrook. The	6/24/15 7:30 AM	2482	5341	193		3	https://www.facebook.com/SeabrookTX/po sts/1293681630648462
Video		6/23/15 11:07 AM	1468	2925	239		1	https://www.facebook.com/SeabrookTX/vi deos/12930904807075777
Status	Your City & Your Future Community Workshop	6/23/15 8:30 AM	4140	6536	98		1	https://www.facebook.com/events/122190 961448453/
Status	Happy Father's Day to all the amazing dads out there... You guys rock!!!	6/21/15 11:04 AM	609	1259	37		0	https://www.facebook.com/SeabrookTX/po sts/1291480027535289
Link	Motor Vehicle Crash	6/20/15 5:12 AM	5136	11138	1078		3	https://www.facebook.com/SeabrookTX/po sts/1290393164310642
Status	Todville Rd. between S. Flamingo and Mystic Village Lane is shut down due to a vehicle accident. Please avoid the area.	6/19/15 4:21 PM	1374	2808	209		1	https://www.facebook.com/SeabrookTX/po sts/1290060304343928

Status	TxDOT has been informed about the traffic light outage at SH 146 and NASA and they are on their way to evaluate and fix the problem. SH 146 and NASA Parkway are both owned and maintained by TxDOT, not the City of Seabrook. TxDOT is responsible for street maintenance and traffic lights.	6/17/15 7:28 AM	2061	4111	194	3	2911	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Photo	Seabrook, Texas - Your City Government shared NOAA NWS National Hurricane Center's post.	6/16/15 3:03 PM	855	1656	57	2	1515	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Photo	Seabrook, Texas - Your City Government shared NOAA NWS National Hurricane Center's post.	6/16/15 12:22 PM	1473	2915	146	1	2721	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Photo	Tropical Storm Bill May rise a bit more before they start to recede later this evening. While heavy rain has not hit our area yet, it is expected to start raining later today as temperatures increase. The entire area is under a Flash Flood Watch until Wednesday evening. Here are some graphics from the latest update. Please use extreme caution if you have to travel today. Pine Gully Park and the fishing pier is now closed.	6/16/15 10:18 AM	3952	7764	909	1	3685	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Photo	Here are some photos of water on the roadways in Seabrook from Tropical Storm Bill sent to us by residents.	6/16/15 8:30 AM	4008	8004	1560	5	5701	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Status	There are reports of water along Todville and other streets along the Seabrook coast. Please use caution if you have to travel.	6/16/15 7:53 AM	982	2001	72	1	1395	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Status	If you have taken photos of any coastal flooding in our city, please email them to us at contact@seabrooktx.gov .	6/16/15 7:37 AM	737	1475	50	0	1277	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Link	For up-to-date info be sure to follow us on Twitter @seabrooktx We will share photos and other info that is being posted by area agencies. http://twitter.com/seabrooktx	6/16/15 6:57 AM	649	1219	29	1	1026	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Photo	Here is some of the latest information on Tropical storm Bill from the US National Weather Service Houston-Galveston Texas.	6/16/15 4:02 AM	1030	1962	76	1	1620	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Photo	Check out this experimental potential storm surge flooding map for Tropical Storm Bill from the US National Weather Service Houston-Galveston Texas - http://go.glo/6ynHlu	6/15/15 9:55 PM	3896	6931	615	5	3522	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Photo	disturbance in the Gulf of Mexico has been upgraded to Tropical Storm Bill. Tropical Storm Bill is expected to make landfall within the next 12 hours near Matagorda Bay. Below are some graphics that you may find useful. Please note: > City Hall will be closed June 16. > There will be no trash service June 16 - DO NOT LEAVE TRASH CURB SIDE DUE TO HIGH WINDS. > Seabrook regular City Council has been cancelled for June 16 and will be rescheduled	6/15/15 8:45 PM	4316	8554	524	2	2817	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Link	Tropical Storm Bill Impact the Texas coast late Monday night. The main threat with this disturbance is heavy rainfall, possibly up to ten inches in certain areas, however, coastal communities, including Seabrook may experience storm surge and minor coastal flooding. The disturbance has shown some signs of organization and may become Tropical Storm Bill prior to landfall. Expected impacts with the disturbance include: > Heavy rain between 3 to 10 inches > Flash	6/15/15 8:35 PM	4482	8523	543	1	4724	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Link	Message from CQSD: All school-related activities, including camps and summer school are canceled for Tues. June 16 due to weather.	6/15/15 4:48 PM	5024	9290	526	5	4010	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Status	Message from CQSD: All school-related activities, including camps and summer school are canceled for Tues. June 16 due to weather.	6/15/15 3:46 PM	1134	2155	63	0	1596	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Link	Tropical Disturbance in Gulf of Mexico Information throughout the day and night. Here is some useful information about the disturbance from the US National Weather Service Houston-Galveston Texas. > Tropical disturbance with an 80% chance of forming into a tropical depression or tropical storm prior to landfall. > Should make landfall late tonight/early Tuesday morning. > Heavy rain - between 3 to 10 inches > Flash flooding > Minor coastal flooding > Gusty winds between 30 to 50	6/15/15 3:18 PM	3728	7321	287	1	4121	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Photo	The Seabrook Office of Emergency Management and other agencies are actively monitoring the tropical disturbance. It is predicted the storm will form into Tropical Storm Bill and impact Southeast Texas with heavy rain and winds late Monday evening. Here is the latest information from the US National Weather Service Houston-Galveston Texas.	6/15/15 11:11 AM	6460	13050	913	3	3281	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po
Photo		6/15/15 1:09 AM	10352	19060	1071	5	3565	https://www.facebook.com/SeabrookTX/po https://www.facebook.com/SeabrookTX/po

Photo	#bt		6/11/15 9:23 AM	1493	3146	187	2	1720	ms.c.djXNkdIBdAMQvKd76byxzszdy%7E_wYBxHf7KwHRGzVpxQ7KqWmV8zBV_RVAcciG5wew2Ngy%7E_r8QMcctD%7E_gUPQqBFLYxpoHivKwKf9d9IDdM2JZfId
Photo		The 4th of July Kids Parade at Meador Park is just around the corner! Mark your calendars now to join us on Saturday, July 4th from 10 a.m. to noon for our annual Kids Parade around the Trail at Meador Park. After the parade we will have hot dogs, snow cones, games and much more! This is a free community event. :~)	6/11/15 8:04 AM	899	1614	31	0	1482	https://www.facebook.com/SeabrookTX/po
		at the Seabrook Community House starting on July 4th. The Summer Drums Camp is a community project that is designed to help children learn to play drums and develop their rhythm skills. The camp is designed to build confidence, problem solving skills and communication enhancement techniques; all designed to promote self confidence, awareness, creativity and appreciation for fine arts. The camp is a 2-week program that begins on July Monday, June 8 at 5 a.m. Motorists should plan ahead, expect delays in the area and allow additional travel time for detours/alternate routes. HCTRA Incident Management (law enforcement) will be onsite to direct traffic and inform drivers of their options to detour to the IH-610 Loop Ship Channel Bridge and other available routes: • Remember Wednesdays in the Park from the 90's? Well we are bringing them back this summer and we want you to join in on the fun! Join us for games, food, safety and fun! Brought to you by the Seabrook PD, Parks Department and the Friends of Seabrook. June 10 & 17 @ Miramar Park July 8 & 22 @ Miramar Park August 5 @ Miramar Park August 1 & 15 at Pelican Bay swimming pool.	6/9/15 6:20 AM	330	505	10	0	355	https://www.facebook.com/SeabrookTX/po
Photo		has scheduled a total closure of the Houston Ship Channel Bridge beginning Friday, June 5 at 9 p.m. through Monday, June 8 at 5 a.m. Motorists should plan ahead, expect delays in the area and allow additional travel time for detours/alternate routes. HCTRA Incident Management (law enforcement) will be onsite to direct traffic and inform drivers of their options to detour to the IH-610 Loop Ship Channel Bridge and other available routes: • Remember Wednesdays in the Park from the 90's? Well we are bringing them back this summer and we want you to join in on the fun! Join us for games, food, safety and fun! Brought to you by the Seabrook PD, Parks Department and the Friends of Seabrook. June 10 & 17 @ Miramar Park July 8 & 22 @ Miramar Park August 5 @ Miramar Park August 1 & 15 at Pelican Bay swimming pool.	6/4/15 1:53 PM	5104	9362	471	3	3026	https://www.facebook.com/SeabrookTX/po
Photo		has scheduled a total closure of the Houston Ship Channel Bridge beginning Friday, June 5 at 9 p.m. through Monday, June 8 at 5 a.m. Motorists should plan ahead, expect delays in the area and allow additional travel time for detours/alternate routes. HCTRA Incident Management (law enforcement) will be onsite to direct traffic and inform drivers of their options to detour to the IH-610 Loop Ship Channel Bridge and other available routes: • Remember Wednesdays in the Park from the 90's? Well we are bringing them back this summer and we want you to join in on the fun! Join us for games, food, safety and fun! Brought to you by the Seabrook PD, Parks Department and the Friends of Seabrook. June 10 & 17 @ Miramar Park July 8 & 22 @ Miramar Park August 5 @ Miramar Park August 1 & 15 at Pelican Bay swimming pool.	6/4/15 11:38 AM	943	1785	70	0	1630	https://www.facebook.com/SeabrookTX/po
Status	Swim 'n' Movie Night		6/4/15 11:35 AM	1286	2431	64	0	2296	https://www.facebook.com/events/591179851024828/
Status	Summer Fun in the Park		6/4/15 11:34 AM	478	818	9	0	704	https://www.facebook.com/events/114849218848504/
Status	Summer Fun in the Park		6/4/15 11:32 AM	453	767	9	0	664	https://www.facebook.com/events/748082945311366/
Status	4th of July Kids Parade		6/4/15 11:29 AM	455	750	48	0	672	https://www.facebook.com/events/416079708598882/
Status	SVFD Blood Drive		6/4/15 11:27 AM	367	582	14	0	513	https://www.facebook.com/events/920729754660120/
Status	Rain Barrel Workshop		6/4/15 11:26 AM	1366	2647	61	0	2592	https://www.facebook.com/events/798497453599390/
Status	Summer Fun in the Park		6/4/15 11:22 AM	1541	2861	112	0	2818	https://www.facebook.com/events/1444547239180005/
Status	ACCIDENT UPDATE: The accident has been cleared at the intersection at SH 146 and NASA Parkway and the intersection has reopened.		6/3/15 2:38 PM	1913	3760	102	1	1677	https://www.facebook.com/SeabrookTX/po
Status	ACCIDENT UPDATE: Officials are shutting down the intersection at SH 146 and NASA in order to remove the tractor trailer. Avoid the area.		6/3/15 1:56 PM	4886	9501	481	1	3226	https://www.facebook.com/SeabrookTX/po
Photo	There has been an accident at SH 146 and NASA Parkway that may cause delays in your daily commute. If possible avoid the area. No one was injured and the overturned tractor trailer was not carrying any hazardous materials. Crews are working to remove the tractor trailer.		6/3/15 1:16 PM	15672	28774	1602	6	4102	https://www.facebook.com/SeabrookTX/po
Status	The City of Seabrook has posted a paid internship for a Multimedia and Marketing position. Details can be found at: http://seabrooktx.gov/jobs.aspx?Uniquelid=100&From=All&CommunityJobs=False&JobID=Multimedia-Marketing-Intern-43		6/3/15 9:05 AM	1389	2653	90	0	1666	https://www.facebook.com/SeabrookTX/po
Photo	Thank you to these awesome parks and open space volunteers that help make Seabrook beautiful!!! through Saturday from 10 a.m. to 8 p.m. Resident Rate: Under 18 \$2.18-\$4.65 + no fee Nonresident Rate: Under 18 \$6.18 + .88 Season passes and party rooms for rent! Learn more at www.seabrooktx.gov/pool. Learn to Swim! Sign up for the City of Seabrook's Summer Camp for kids ages 5-12 at the city pool located at 1109 Hammer Street. Applications will be accepted at city hall starting May 27, 2015. Session		6/2/15 5:16 PM	1162	2264	92	0	1927	https://www.facebook.com/SeabrookTX/po
Video			6/2/15 1:27 PM	1356	2743	194	0	2301	https://www.facebook.com/SeabrookTX/vi

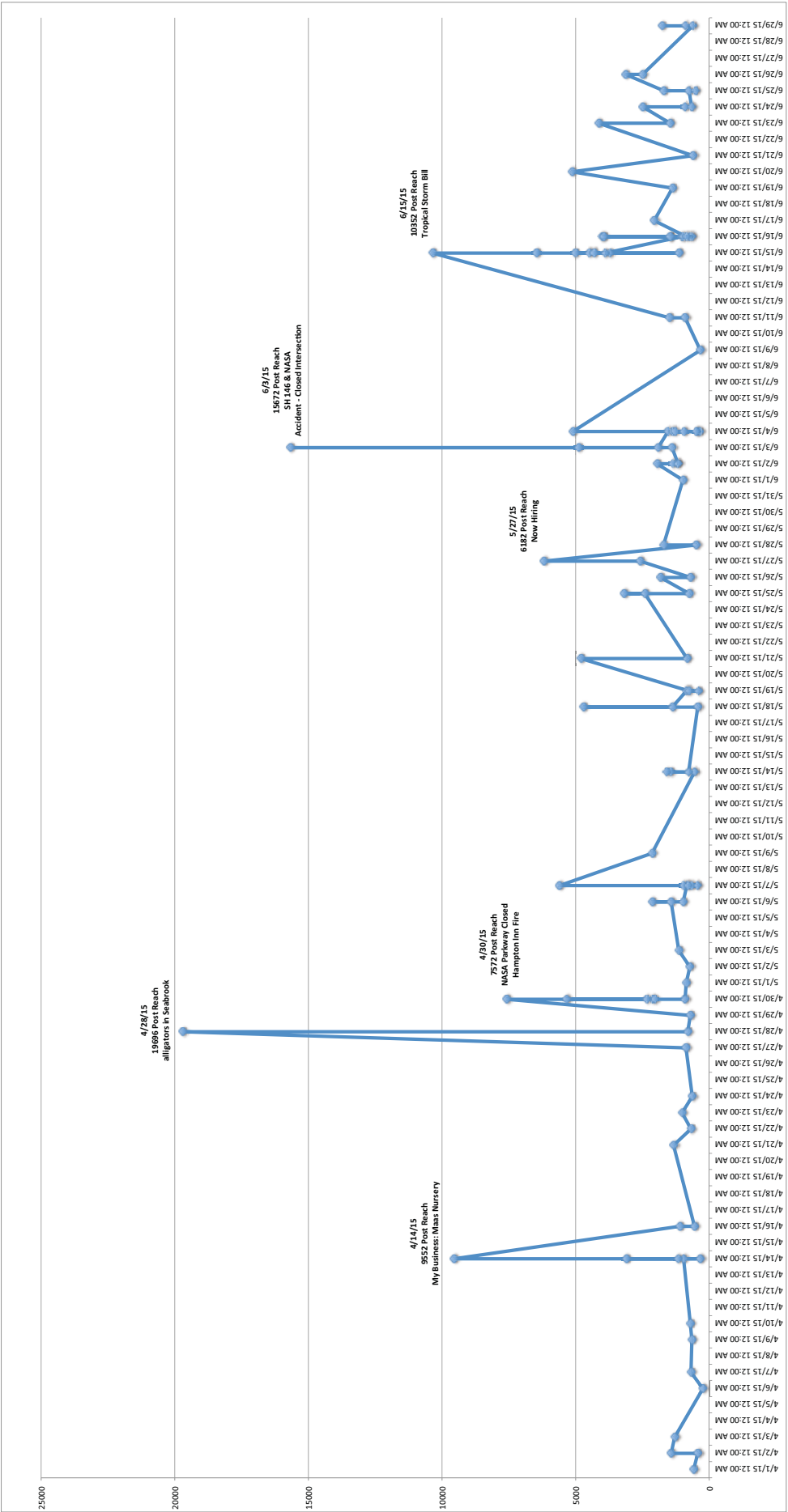
Link	City Update - June E-News from Seabrook June 13th from 9:30 a.m. to 11:30 a.m. The cost is \$30 which includes 1 barrel plus 1 lit, and admission to the workshop for two people. The Galveston Bay Foundation's Rain Barrel Program works to conserve water and reduce stormwater runoff, pollution, and bacteria entering Galveston Bay. Each workshop is a unique and personal experience hosted by GBF's Water Quality team in partnership with local organizations and cities. Register online	6/2/15 11:45 AM	1203	2391	90	0	2281 https://www.facebook.com/SeabrookTX/po sts/1272811972735428
Link		6/2/15 10:38 AM	1953	4119	121	1	1905 https://www.facebook.com/SeabrookTX/po sts/1272780053945286
Photo	Only four more days of school till summer... Be sure to slow down in school zones! watering, eye twitching, nose running salsas come in a variety to choose from for all occasions and make great gifts. Once the salsa is opened you can enjoy this product for over 5 months when refrigerated. They also sell their salsas out of a variety of stores. As an added bonus they sell other home made products such as canned habanero green beans (pumpkin spice, cherry banana, caramel spice and apple butters), a large variety of pickles, community to various city boards and commissions. Seabrook boards and commissions help shape the future of our city government by not only evaluating issues which affect our community but also by making recommendations to City Council for needed action. The City of Seabrook is urging residents to engage in the City's government process by applying for an open position, or by attending meetings of one of the City's boards	6/1/15 6:11 AM	980	1794	65	0	1387 https://www.facebook.com/SeabrookTX/po sts/127190695282593010
Video		5/28/15 6:39 AM	1707	3097	135	1	2070 https://www.facebook.com/SeabrookTX/vi deos/1268953496454609/
Photo		5/28/15 6:08 AM	476	875	30	0	803 https://www.facebook.com/SeabrookTX/po sts/1268939476456011
Link	Seabrook is Now Hiring I'm moving into the area this morning I noticed several businesses in Seabrook that are hiring... Tires By Design is now hiring. Seabrook location is now hiring Service Technicians. Iguana Repairs and evolution Restaurant are hiring wait staff. And I am sure there are others that I may have missed that need summer help. Also be sure to check out our city jobs at www.seabrooktx.gov/jobs . We just posted two new positions yesterday!	5/27/15 6:49 AM	6182	12359	673	0	4875 https://www.facebook.com/SeabrookTX/po sts/1268199506530008
Link		5/27/15 6:26 AM	2582	5041	318	0	2707 https://www.facebook.com/SeabrookTX/po sts/1268190003197625
Link	Last night's severe storms reminds us that hurricane season is right around the corner... Are you prepared? Join us tomorrow night for a Hurricane Preparedness Workshop at City Hall at 7 p.m. While CCISD has not been impacted by the storms last night several other school districts and agencies are closed today. In addition several streets and roadways remain under water at this time. Prior to your morning commute visit the Houston TranStar map at http://traffic.houstontranstar.org/mobile/maps.aspx or monitor the local media for street closures.	5/26/15 6:20 AM	687	1349	28	0	1254 https://www.facebook.com/SeabrookTX/po sts/1267437443272881
Link		5/26/15 5:05 AM	1827	3561	206	0	2596 https://www.facebook.com/SeabrookTX/po sts/126740719942576
Status	The Harris County Office of Homeland Security & Emergency Management is a great way to stay informed during the storm. You can also check them out on Twitter @COHSEH.	5/25/15 9:23 PM	749	1370	54	0	1236 https://www.facebook.com/SeabrookTX/po sts/1267219943294631
Photo	The US National Weather Service Houston-Galveston Texas is suggesting people avoid travel tonight due to heavy rain and severe weather throughout the area. We encourage you to monitor their FB and Twitter sites for updates.	5/25/15 9:11 PM	3178	5291	328	0	2652 https://www.facebook.com/SeabrookTX/po sts/126721575662838310
Photo	This Memorial Day, we would like to take a moment and express our sincerest thanks and appreciation to those who made the ultimate sacrifice while protecting our freedom.	5/25/15 7:57 AM	2413	4222	234	0	2646 https://www.facebook.com/SeabrookTX/po sts/12668378566617310
Link	Memorial Day	5/21/15 12:04 PM	826	1677	28	0	1492 https://www.facebook.com/SeabrookTX/po sts/126416080267284
Photo	Crystal Coffey who was reported missing by Texas Equusearch earlier this morning is no longer missing and is safe.	5/21/15 6:43 AM	4808	8566	667	3	3577 https://www.facebook.com/SeabrookTX/po sts/126402085361454010
Link	May Sales Tax Revenues	5/19/15 1:46 PM	759	1475	22	0	1292 https://www.facebook.com/SeabrookTX/po sts/1262901987059760
Status	Please note the the city's website, www.seabrooktx.gov , is experiencing an issue that is rendering it inaccessible at this time. The issue began at approximately 8:55 a.m. CivicPlus network specialists are working to resolve the issue as quickly as possible.	5/19/15 7:18 AM	401	644	6	0	493 https://www.facebook.com/SeabrookTX/po sts/1262645173752108
Photo	John Barton, TXDOT deputy executive director. "These motorists have friends and families who will never get over the loss of their loved one. It's really simple. Seat belts save lives. Every single individual in a vehicle needs to be buckled up." The "Click It or Ticket" campaign, combined with enforcement, is credited with motivating millions of motorists to always use their seat belts. Only 76 percent of Texans used seat belts when the campaign started in	5/19/15 7:12 AM	856	1472	46	0	1154 https://www.facebook.com/SeabrookTX/po sts/126178990383823510
Status	Inaugural Veterans Parade and Memorial Day Celebration	5/18/15 9:04 AM	1387	2696	70	0	2566 https://www.facebook.com/events/582853565184884/

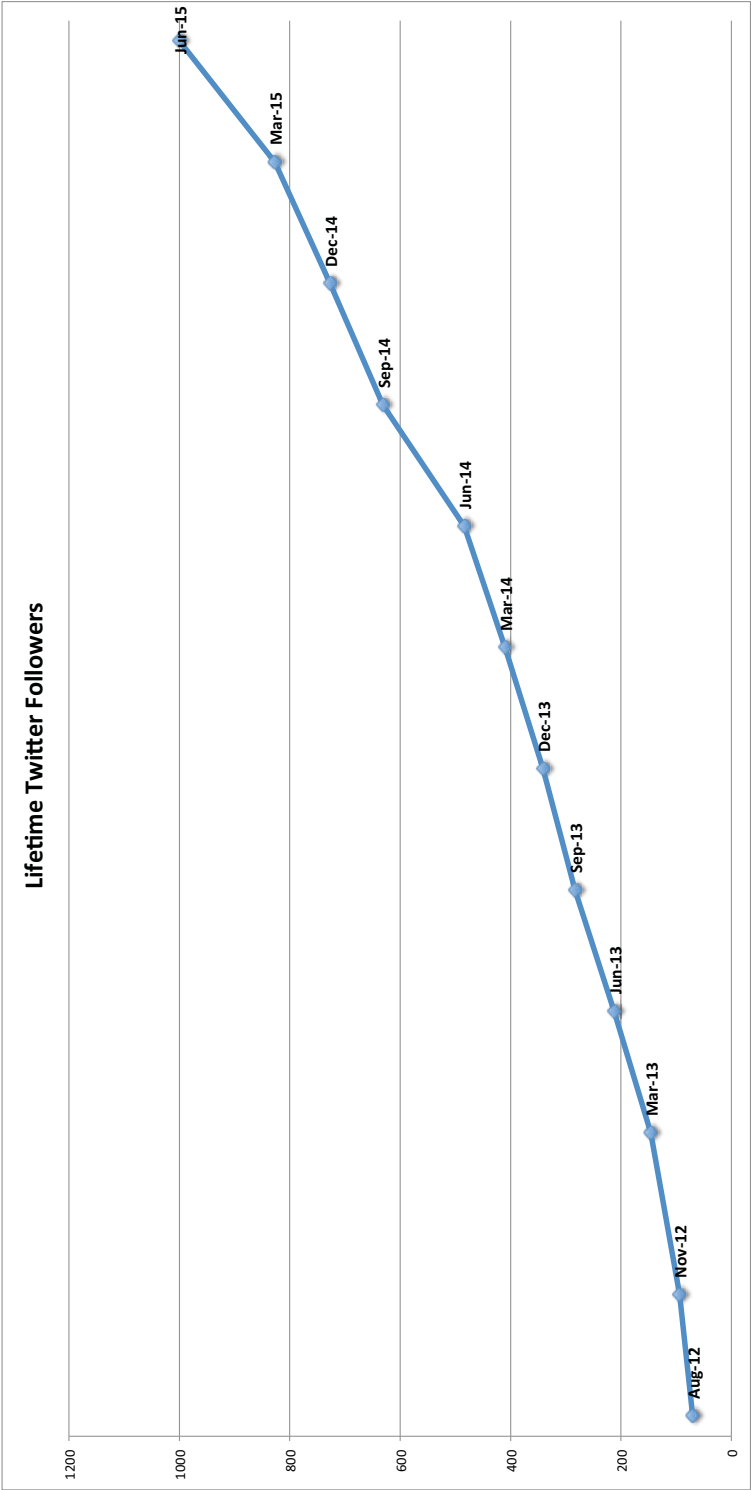
Link	Beginning today, May 18th through May 31st, the Texas Department of Transportation (TxDOT) and other law enforcement agencies will be actively pulling over motorists who are not wearing their seat belts. The simple, law-abiding habit of wearing a seat belt can protect thousands of Texans from serious injury or death. Yet, many people still refuse. Why? 1 Ticket: https://youtu.be/5FX8WYX8EBU	5/18/15 6:58 AM	4710	8892	275	1	4279	https://www.facebook.com/SeabrookTX/po
Status	Did you know that Seabrook City Council meets on the 1st and 3rd Tuesday every month? Meetings are always open to the public and if you have something you would like to share with Council you may do so during the Public Comment period. Meetings start promptly at 7 p.m. at City Hall, 1700 First Street. City Council's next meeting is tomorrow, Tuesday, May 19th.	5/18/15 6:35 AM	433	712	4	0	579	https://www.facebook.com/SeabrookTX/po
Photo	Review Commission are meeting to start the process of creating a new Master Comprehensive Plan. The Master Comprehensive Plan will help shape the future of Seabrook. Very soon we will start seeking the public's input in this process so be sure to keep up with us on social media and sign up for City Updates online at www.seabrooktx.gov.	5/14/15 5:04 PM	770	1331	83	0	1065	https://www.facebook.com/SeabrookTX/po
Status	Open House - SH 146 Design Reevaluation	5/14/15 11:09 AM	1597	3094	68	0	2977	https://www.facebook.com/events/159305
Status	Hurricane Preparedness Workshop of Seabrook Office of Emergency Management. The primary goal of the workshop is to encourage Seabrook residents to get "prepared". The Atlantic-Hurricane Season will officially begin on June 1st and end on November 30th. History teaches us that a lack of hurricane awareness and preparation can cause common threads among all major hurricane disasters. By knowing your vulnerability and what actions you should take can reduce the effects of a	5/14/15 6:16 AM	1458	2739	50	0	2635	https://www.facebook.com/events/164418
Photo	Did you know that Seabrook City Council meets on the 1st and 3rd Tuesday every month? Meetings are always open to the public and if you have something you would like to share with Council you may do so during the Public Comment period. Meetings start promptly at 7 p.m. at City Hall, 1700 First Street. City Council's next meeting is tomorrow, Tuesday, May 19th.	5/14/15 6:15 AM	555	931	22	0	843	https://www.facebook.com/SeabrookTX/po
Link	Unofficial Special Charter Election Results	5/9/15 6:22 PM	2138	4096	154	0	2792	https://www.facebook.com/SeabrookTX/po
Link	TxDOT Public Meeting regarding SH 146 Expansion	5/7/15 3:07 PM	5598	11215	470	1	4708	https://www.facebook.com/SeabrookTX/po
Photo	Don't forget that the City of Seabrook is holding a Special Charter Election on Saturday, May 9th at City Hall from 7 a.m. to 7 p.m. And while you are there be sure to say thank you to Michele and Meredith for all their hard work! #PublicServiceWeek #PublicServiceWeek #PublicServiceWeek The government process and we truly appreciate everything they do for the City of Seabrook :-)	5/7/15 1:56 PM	793	1420	57	1	1162	https://www.facebook.com/SeabrookTX/po
Photo	and implementing quality standards for new development and by encouraging maintenance, preservation and reinvestment in older parts of the city. These wonderful ladies help citizens and businesses with permitting and planning and zoning. Thank you to our much Aleesia and Vivian, we truly appreciate your hard work and dedication to the City of Seabrook! #PublicServiceWeek	5/7/15 11:41 AM	444	1000	46	1	926	https://www.facebook.com/SeabrookTX/po
Photo	Our Customer Service Department ROCKS! Thank you Myra and Joann for everything you do. Your job is not easy and we truly appreciate everything that you do for Seabrook :-)	5/7/15 8:18 AM	672	1260	65	0	1125	https://www.facebook.com/SeabrookTX/po
Status	Election Day	5/7/15 7:22 AM	960	1882	31	0	1767	https://www.facebook.com/events/376158
Photo	We would like to recognize and thank our Finance Department for all their hard work at the City of Seabrook. Pictured here is Pam Lab our Finance Director and Michael Gibbs our Assistant Finance Director. For some strange reason they both like to work with numbers :-)	5/7/15 6:17 AM	838	1535	82	1	1128	https://www.facebook.com/SeabrookTX/po
Photo	Financial Reporting. Thank you both for everything that you do! #PublicServiceWeek	5/6/15 3:00 PM	978	1743	67	0	1480	https://www.facebook.com/SeabrookTX/po
Photo	We would like to acknowledge our Seabrook Municipal Court staff for their hard work and dedication to the city of Seabrook, city leaders, judges, law enforcement, legal professionals and customers with quality customer service that is effective, efficient and delivered in a professional environment. Thank you for all your hard work for the City of Seabrook and the State of Texas! #PublicServiceWeek	5/6/15 11:34 AM	2139	3845	215	0	1938	https://www.facebook.com/SeabrookTX/po
Photo	Joe has been with the city since 2006 and has worked in a number of roles. Pictured here, he was instrumental in the city's addition was graded correctly for drainage and tying into our existing trail at Friendship Park. #PublicServiceWeek	5/6/15 10:09 AM	1422	2662	159	0	2347	https://www.facebook.com/SeabrookTX/po
Photo	Public Works enjoying a fajita lunch at City Hall :-)	5/3/15 7:16 AM	1135	2093	85	0	1639	https://www.facebook.com/SeabrookTX/po
Photo	It is another beautiful morning in Seabrook and the gates at Keels and Wheels just opened. Come say hi!	5/2/15 8:21 AM	722	1364	62	0	1167	https://www.facebook.com/SeabrookTX/po

Photo	Mayor Glenn Royal addressing area leaders and economic developers at the Keels and Wheels Preview Event.	5/1/15 4:41 PM	859	1600	62	0	1328	https://www.facebook.com/SeabrookTX/po1251088328241126.0
Status	Eastbound lanes of NASA Parkway are now open. Westbound lanes should be opened soon.	4/30/15 9:38 PM	900	1656	34	0	1298	https://www.facebook.com/SeabrookTX/po1250360468293112
Link	Seabrook Hampton Inn Fire	4/30/15 9:37 PM	5334	9904	804	0	5035	https://www.facebook.com/SeabrookTX/po1250568288293130
Status	The Hampton Inn fire is under control but the flames are not extinguished. NASA Parkway is still closed.	4/30/15 7:44 PM	2326	4478	302	1	3277	https://www.facebook.com/SeabrookTX/po1250527281630564
Status	The Seabrook Volunteer Fire Department and other agencies are still working to extinguish the flames at the Hampton Inn. NASA Parkway is still closed.	4/30/15 6:30 PM	2043	3910	213	1	2405	https://www.facebook.com/SeabrookTX/po1250492304967395
Status	No injuries have been reported. Several agencies are assisting the Seabrook Volunteer Fire Department. Please avoid the area.	4/30/15 5:36 PM	2129	4088	230	0	2708	https://www.facebook.com/SeabrookTX/po1250470811636210
Status	NASA Parkway between the 2500 and 3500 blocks has been closed in both directions due to a fire at the Hampton Inn. Motorists should avoid the area and find an alternate route. Check back for more updates. Please share.	4/30/15 3:30 PM	7572	14447	619	0	4072	https://www.facebook.com/SeabrookTX/po1250426491640643
Link	It's not too late to buy your tickets! Join us in Seabrook this weekend for Keels and Wheels! http://stylemagazine.com/news/2015/apr/27/its-family-affair-keels-and-wheels-2015/	4/29/15 5:30 AM	707	1309	29	0	1149	https://www.facebook.com/SeabrookTX/po1248038608546098
Link	Did you know you can vote Keels and Wheels as one of the BEST festivals in Houston? Simply go to: http://houston.civvoter.com/keels-and-wheels-concours-d-elegance/biz/697976 to cast your vote.	4/28/15 5:30 PM	803	1508	38	0	1337	https://www.facebook.com/SeabrookTX/po1247789961904296
Link	Alligators in Seabrook	4/28/15 7:13 AM	19696	41622	1825	3	7345	https://www.facebook.com/SeabrookTX/po1247785281904764
Status	Update: You can view sample ballots and the Charter Review Commission's Final Report on the proposed changes to the City Charter at www.seabrooktx.gov/elections . Monday, April 27th - Wednesday, April 29th - 7:30 a.m. to 5:00 p.m. Thursday, April 30th - 7:30 a.m. to 7:30 p.m. Friday, May 1st - 8:00 a.m. to 5:00 p.m. Saturday, May 2nd - 9:00 a.m. to 11:00 a.m. Monday, May 4th - 7:30 a.m. to 5:00 p.m. Tuesday, May 5th - 7:00 a.m. to 7:00 p.m.	4/27/15 6:33 AM	873	1604	17	0	1279	https://www.facebook.com/SeabrookTX/po124668648681313
Photo	"Never Stop Learning" I am in Austin today attending a Regional Crisis Communication Workshop for cities and counties. All our staff at the City of Seabrook train throughout the year to ensure that we provide our community with professional and quality services.	4/24/15 11:09 AM	635	1164	30	0	1015	https://www.facebook.com/SeabrookTX/po1243865012296791.0
Photo	Keels and Wheels is just around the corner and you won't want to miss this awesome classic car and vintage boat show. This year's Grand Marshal is the host of My Classic Car, Dennis Gage. Buy tickets online at www.keels-and-wheels.com . The ballot will contain 20 Charter amendment propositions recommended by the Charter Review Commission. Early voting will take place at City Hall starting April 27 through May 2. City Hall is open from 7:30 a.m. to 5 p.m. Monday through Thursday and 8:00 a.m. to 5 p.m. on Fridays. Review the ballot and the Charter Review Commission's Final Report on the proposed changes to the City Charter at www.seabrooktx.gov/elections . Monday, April 27th - Wednesday, April 29th - 7:30 a.m. to 5:00 p.m. Thursday, April 30th - 7:30 a.m. to 7:30 p.m. Friday, May 1st - 8:00 a.m. to 5:00 p.m. Saturday, May 2nd - 9:00 a.m. to 11:00 a.m. Monday, May 4th - 7:30 a.m. to 5:00 p.m. Tuesday, May 5th - 7:00 a.m. to 7:00 p.m.	4/23/15 7:55 AM	1016	1918	62	0	1468	https://www.facebook.com/SeabrookTX/po1242980572385235.0
Photo	Take Back Day Saturday April 25, 2015 10 a.m. to 2 p.m. Simply stop by either the Nassau Bay PD Drop Off or the League City Drop Off to properly dispose of your medications. You may drop off any unused or expired prescriptions or over-the-counter medications (NO SHARPS). Nassau Bay PD 1800 Space Park Drive Nassau Bay, TX. League City PD 555 W. Walker League City, TX. (Parking lot between City Hall and the Civic Center) For more	4/22/15 6:34 AM	681	1280	29	0	1158	https://www.facebook.com/SeabrookTX/po1242200795796546
Photo	Throwing it Back this Thursday with a photo taken at the city's pool, Pelican Bay! The City of Seabrook is now hiring lifeguards for the summer season. To apply or learn more go to www.seabrooktx.gov/jobs .	4/21/15 12:36 PM	1338	2607	54	0	1504	https://www.facebook.com/SeabrookTX/po1241711435845482.0
Photo	911 Dispatchers who are truly the first to respond to a citizen's call for help. Dispatchers answer your call... whether it is a medical emergency, a vehicle accident or even a young child who is scared and in need of help. It takes a unique and talented person to do this job and do it well. So thank you Seabrook Dispatchers, thank you from the bottom of our hearts. Pictured here is Dispatcher Alana Rohlfis and Sgt. John Austin Schwartz.	4/16/15 6:15 PM	555	1063	37	0	952	https://www.facebook.com/SeabrookTX/po1237825576234068.0
Photo	Full service 8-acre nursery and landscape company. They have been in the same beautiful location since 1951 and are open year round. The owners, Jim and Carol Maas love serving their clients who come to Maas from all over South East Texas... from the Gulf Coast to the Red Lake & Bay Area and one of the fastest growing areas in the region. Waterfront properties available - SH 146 pad sites open - Retail, dining & development	4/16/15 6:51 AM	1102	2129	90	0	1723	https://www.facebook.com/SeabrookTX/po1237430342940258.0
Video		4/14/15 6:00 PM	9552	19568	903	2	4487	https://www.facebook.com/SeabrookTX/vi1236165429733416

Link	City of Seabrook April Sales Tax Revenues	4/14/15 9:10 AM	334	627		4	0	535	https://www.facebook.com/SeabrookTX/po/sts/1236197369730222
Status	Keels and Wheels	4/14/15 8:27 AM	1164	2354	75		0	2274	https://www.facebook.com/events/362944730573132/
Photo	Can you hear the thunder? Strong storms are starting to move into the area and will persist for much of the day. Seabrook residents are urged to take shelter and stay indoors. The City of Seabrook is monitoring the immediate coast with a quick 1 to 2 inches of rain. Follow the US National Weather Service Houston-Galveston Texas for updates. #bwxw #houwx	4/14/15 7:43 AM	3108	5989	239		1	2706	https://www.facebook.com/SeabrookTX/po/sts/12361445064021750
Link	ICMI1 - The City of Seabrook and Carothers Coastal Gardens were featured on Check This Out Houston on ABC Channel 13 this past Saturday. You can now watch both segments online at: http://abc13.com/society/check-this-out-houston/29736/	4/14/15 7:35 AM	963	1870	46		0	1770	https://www.facebook.com/SeabrookTX/po/sts/1236139083069384
Photo	Each year Council and staff meet to strategically plan for the upcoming year. This year we will be reviewing the results of the community survey we posted in March. Thank you everyone for your feedback. It is our citizens that make Seabrook such a great place to live.	4/10/15 6:44 AM	704	1352	58		0	1252	https://www.facebook.com/SeabrookTX/po/sts/1233188976697728
Link	Stay connected with the City of Seabrook by signing up for email and text message notifications. Go to www.seabrooktx.gov/updates and select City Update Monthly E-News and City News and Happenings. Be sure to sign up for both lists!	4/9/15 11:24 AM	650	1302	32		0	1061	https://www.facebook.com/SeabrookTX/po/sts/1232713623411730
Photo	Be sure to watch Check This Out Houston this Saturday at 10 a.m. on #abc13. https://www.facebook.com/CheckThisOutHouston/posts/791964920856605	4/7/15 7:40 AM	679	1395	93		0	1316	https://www.facebook.com/SeabrookTX/po/sts/1231111703572122
Photo	One of the best things about Seabrook is our incredible views of the water!	4/6/15 6:32 AM	237	462	4		0	404	https://www.facebook.com/SeabrookTX/po/sts/1230328213650471
Status	Looking for something to do tomorrow? Then join us for our annual Easter Egg Hunt at Meadow Park. There will be a moonwalk and a train plus approximately 8,000 hidden eggs! The fun starts at 10:00 a.m. and ends at 11:30 a.m. :-)	4/3/15 9:00 AM	1293	2602	96		1	1772	https://www.facebook.com/SeabrookTX/po/sts/1227211960628763
Status	beginning on Friday, April 3, 2015, due to the high volume of vehicles and pedestrians during the holiday weekend. This patrol program will increase directed patrol at the Point and will continue during peak times throughout the spring and summer months. In 2014 the City of Seabrook and the Economic Development Corporation made significant improvements to enhance the Seabrook Waterfront District. The Waterfront District is an inviting	4/2/15 3:00 PM	1421	2832	162		0	2119	https://www.facebook.com/SeabrookTX/po/sts/1227211300628829
Status	City offices will be closed tomorrow for Good Friday. Emergency personnel will work normal shifts to provide services to the community. Trash pickup will not be impacted by this closure.	4/2/15 8:12 AM	430	860	9		0	805	https://www.facebook.com/SeabrookTX/po/sts/1227211047295521
Link	Holiday Weekend	4/1/15 1:04 PM	585	1168	34		0	999	https://www.facebook.com/SeabrookTX/po/sts/1226597524023540

Lifetime Post Reach





Date	Followers
Aug-12	70
Nov-12	94
Mar-13	146
Jun-13	212
Sep-13	283
Dec-13	341
Mar-14	410
Jun-14	484
Sep-14	631
Dec-14	727
Mar-15	827
Jun-15	1000

Twitter Post Insights for April 2015 through June 2015							
Tweet text	Date	Impressions	Retweets	Replies	Favorites	URL Clicks	Tweet permalink
We have reported the traffic light issue at SH 146 & Repsдорф. Motorists can report the issue directly to TxDOT by calling (713) 802-5662.	2015-06-29	113	0	0	0		https://twitter.com/SeabrookTX/status/6155556255382306817
Seabrook Sales Tax Revenues for June reflect a 9.26% increase or a \$21,931.07 increase from June 2014. Read more... http://t.co/GkvSgZBwrl	2015-06-29	95	0	0	0		https://twitter.com/SeabrookTX/status/615538196680699904
Traffic accident at SH 146 and Repsдорф; expect delays & >>> http://t.co/m5vtscL3CH	2015-06-26	225	0	0	0	5 s	https://twitter.com/SeabrookTX/status/614539967180767237
Traffic accident at 146 & Repsдорф. Traffic lights are not working. Please avoid the area.	2015-06-26	226	0	0	0		https://twitter.com/SeabrookTX/status/614524057459920896
We want YOUR INPUT Seabrook... Seabrook is YOUR CITY and this is YOUR FUTURE! Take online survey at: http://t.co/YZnsTbEo5K	2015-06-25	214	1	0	1	1 s	https://twitter.com/SeabrookTX/status/614100659013578752
City Hall has been reopened and the gas leak has been repaired.	2015-06-25	204	0	0	0		https://twitter.com/SeabrookTX/status/614094589922664448
CenterPoint is estimating the leak may take up to 2 hours to fix.	2015-06-25	206	0	0	0		https://twitter.com/SeabrookTX/status/614083810381074432
City Hall has currently been evacuated and is closed until further notice due to a minor gas leak; Center Point is in route.	2015-06-25	218	0	0	0		https://twitter.com/SeabrookTX/status/614075081870815232
The City of Seabrook is on Nextdoor! Sign up today to receive updates and alerts. https://t.co/UNOV2jrrHo via @Nextdoor	2015-06-24	209	0	0	0	2 s	https://twitter.com/SeabrookTX/status/613813091755786240
Seabrook City Secretary to retire after 32 years of service: http://t.co/6P5hZYLvHX	2015-06-24	222	0	1	1	0 s	https://twitter.com/SeabrookTX/status/613715905621659648
Item 6.2 Consult with attorney to receive legal advice on legal issues associated with Memoradndum with Port of Houston. #seabrookcouncil	2015-06-24	212	0	0	0		https://twitter.com/SeabrookTX/status/613519193133092864

Item 6.1 Consult with attorney to address legal issues associated with requested waiver of civil penalties. #seabrookcouncil	2015-06-24	210							https://twitter.com/SeabrookTX/status/613519149206122497
Item 6.0 Executive Session - Council will now go into an Executive Session. #seabrookcouncil	2015-06-24	200							https://twitter.com/SeabrookTX/status/613518974064590849
Item 5.2 Establish future meeting dates. #seabrookcouncil	2015-06-24	195							https://twitter.com/SeabrookTX/status/613518595570577408
Item 5.1 Approve the Action Items Checklist. #seabrookcouncil	2015-06-24	199							https://twitter.com/SeabrookTX/status/613517134648381440
Item 5.0 Routine Business #seabrookcouncil	2015-06-24	194							https://twitter.com/SeabrookTX/status/613517092759863297
Item 4.3 Consider approval of 2015 Seabrook Strategic Plan. #seabrookcouncil	2015-06-24	184							https://twitter.com/SeabrookTX/status/613513853880545280
Item 4.2 was approved by Council by unanimous consent. #seabrookcouncil	2015-06-24	178							https://twitter.com/SeabrookTX/status/613513672544026624
Item 4.2 Consider approval of a lease proposal for holiday decorating. #seabrookcouncil	2015-06-24	184							https://twitter.com/SeabrookTX/status/613510930723266560
Council approved to add a new event on 2nd Street in Seabrook by unanimous consent. #seabrookcouncil	2015-06-24	178							https://twitter.com/SeabrookTX/status/613510872422461444
Item 4.1 Consider approval of a new Seabrook event on 2nd Street. #seabrookcouncil	2015-06-24	171							https://twitter.com/SeabrookTX/status/613510182702678016
Consent agenda is approved and carries by unanimous consent. #seabrookcouncil	2015-06-24	172							https://twitter.com/SeabrookTX/status/613501947610402816
Item 3.11 Reappoint several members to the Open Space and Trails Comm. #seabrookcouncil	2015-06-24	70							https://twitter.com/SeabrookTX/status/613501839556739072
Item 3.10 Reappoint John Dolan & Sue Langgard as reg. members of Zoning Board of Adjustment. #seabrookcouncil	2015-06-24	77							https://twitter.com/SeabrookTX/status/613501805771620352

Item 3.9 Appoint Thom Kolupski to the Comp. Master Plan Review Comm. #seabrookcouncil	2015-06-24	72							https://twitter.com/SeabrookTX/status/61350177561045824
Item 3.8 Ratify the city manager's re-appointment of John Chisler to a 3rd term on the Civil Service Comm. #seabrookcouncil	2015-06-24	73							https://twitter.com/SeabrookTX/status/613501740395008000
Item 3.7 Approve minutes of June 2 council meeting. #seabrookcouncil	2015-06-24	63							https://twitter.com/SeabrookTX/status/613501711374626816
Item 3.6 Approve minutes of May 14 Special Joint Mtg. #seabrookcouncil	2015-06-24	64							https://twitter.com/SeabrookTX/status/613501676951973888
Item 3.5 Approve monthly Building Report. #seabrookcouncil	2015-06-24	56							https://twitter.com/SeabrookTX/status/613501647780581376
Item 3.4 Approve monthly Public Safety Report. #seabrookcouncil	2015-06-24	59							https://twitter.com/SeabrookTX/status/613501620538617856
Item 3.3 Approve proposed Res. No. 2015-16. #seabrookcouncil	2015-06-24	55							https://twitter.com/SeabrookTX/status/613501532009410560
Item 3.2 Approve proposed Res. No. 2015-17. #seabrookcouncil	2015-06-24	53							https://twitter.com/SeabrookTX/status/613501101040467968
Item 3.1 Approve the 1st of 2 readings of proposed Res. No. 2015-14. #seabrookcouncil	2015-06-24	57							https://twitter.com/SeabrookTX/status/613501060309606401
Item 3.0 Consent Agenda "considered and enacted by one motion unless otherwise pulled." #seabrookcouncil	2015-06-24	62							https://twitter.com/SeabrookTX/status/613501022925754368
Item 2.1 Mayor, Council and staff may make announcements about upcoming events. #seabrookcouncil	2015-06-24	54							https://twitter.com/SeabrookTX/status/613500681366863872
Item 2.0 Public Comments and Announcements #seabrookcouncil	2015-06-24	51							https://twitter.com/SeabrookTX/status/613500634264834053
Item 1.3 Presentation by Mr. Allam regarding waiver of civil penalties for 1430 Killdeer. #seabrookcouncil	2015-06-24	54							https://twitter.com/SeabrookTX/status/613500003118485504

Item 1.2 Presentation of Keels and Wheels post event. #seabrookcouncil	2015-06-24	56								0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/613498351510622208
Item 1.0 Presentations #seabrookcouncil	2015-06-24	52								0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/613498296212942848
Agenda is available for download http://t.co/NRGk294V9x . #seabrookcouncil	2015-06-24	51								0	0	0	0	0	4	https://twitter.com/SeabrookTX/status/613498269751050240
Council will consider, discuss and if appropriate take action on agenda items. #seabrookcouncil	2015-06-24	60								0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/613498241959636992
Seabrook City Council meeting is now in session. #seabrookcouncil	2015-06-24	47								0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/613498211504775168
We need YOUR HELP in Charting the Course for the next several years. This is YOUR CITY and it is YOUR FUTURE! http://t.co/XzgzA4ZFIH	2015-06-23	112								0	0	0	1	4	0	https://twitter.com/SeabrookTX/status/613408531736317952
Charting the Course: Master Comprehensive Plan https://t.co/4W2vdkQR7N via @YouTube	2015-06-23	85								0	0	0	0	0	2	https://twitter.com/SeabrookTX/status/613406807386660864
@mciab101 I will research how to do this and see what I can do :-)	2015-06-20	169							1	1	1	5	0	0	0	https://twitter.com/SeabrookTX/status/612232491772973056
Seabrook PD responded to a motor vehicle crash on Fri., June 19 on Todville Rd. Full story: http://t.co/g7cl36lCi	2015-06-20	106							0	0	0	0	0	17	0	https://twitter.com/SeabrookTX/status/612231521706078208
@TJAulds I have not been given any additional information at this time.	2015-06-20	45							0	0	0	1	0	0	0	https://twitter.com/SeabrookTX/status/612099123076927490
Seabrook PD is investigating the Todville accident. It is believed that it is due to a medical condition & not related to speed.	2015-06-20	107							0	1	0	0	0	0	0	https://twitter.com/SeabrookTX/status/612048520879575040
Todville Rd. between S. Flamingo and Mystic Village Lane is shut down due to a vehicle accident. Please avoid the area.	2015-06-19	107							0	0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/612037424093368320
@xtagee Repsдорф is a Harris County street so that request would have to be made through them directly. I will get you a contact.	2015-06-18	46							0	1	0	0	0	0	0	https://twitter.com/SeabrookTX/status/611540461161820162

TXDOT has been informed about the traffic light outage at SH 146 and NASA and they are on their way to evaluate and fix the problem.	2015-06-17	1737	3	0	0	0	https://twitter.com/SeabrookTX/status/611178643549622273
There are reports of water along Todville and other streets along the coast. Please use caution if you have to travel.	2015-06-16	3064	6	0	1	0	https://twitter.com/SeabrookTX/status/610822648935780352
If you have taken any photos of coastal flooding in our city please post them to Twitter and mention @seabrooktx.	2015-06-16	162	0	0	0	0	https://twitter.com/SeabrookTX/status/610818805577687040
Experimental potential storm surge flooding map for TS #Bill from @NWSHouston - http://t.co/WWBzyVGOEa	2015-06-16	2265	6	0	4	21	https://twitter.com/SeabrookTX/status/610671675483385856
The disturbance in the Gulf has now been upgraded to Tropical Storm Bill. City Hall will be closed. No trash pickup.	2015-06-16	307	2	0	0	0	https://twitter.com/SeabrookTX/status/610651961369755648
Message from CCISD: All school-related activities, including camps and summer school are canceled for Tues. June 16 due to weather.	2015-06-15	244	0	0	1	0	https://twitter.com/SeabrookTX/status/610579193794043905
Seabrook City Hall will be closed tomorrow due to tropical disturbance. More info at http://t.co/17l5dW8zvP and http://t.co/NRGk28NkhZ.	2015-06-15	8443	6	0	6	3	https://twitter.com/SeabrookTX/status/610574874956988416
Here is the latest info on the tropical disturbance.	2015-06-15	201	1	0	0	0	https://twitter.com/SeabrookTX/status/610359067215724545
The Seabrook Volunteer Fire Department holds a blood drive on the 5th Monday of the month... Donate on June 29.	2015-06-08	244	2	0	0	0	https://twitter.com/SeabrookTX/status/607905225748414464
HCTRA will close the Houston Ship Channel Bridge starting Fri., June 5 at 9pm through Mon., June 8 at 5am http://t.co/Cj81aCIw	2015-06-04	257	0	0	0	2	https://twitter.com/SeabrookTX/status/606567457420132352
ACCIDENT UPDATE: The accident has been cleared at the intersection at SH 146 and NASA Parkway and the intersection has reopened.	2015-06-03	174	0	0	0	0	https://twitter.com/SeabrookTX/status/606213645807304706
Southbound lanes of SH 146 have been reopened.	2015-06-03	179	0	0	1	0	https://twitter.com/SeabrookTX/status/606211952633737216
ACCIDENT UPDATE: Officials are shutting down the intersection at SH 146 and NASA in order to remove the tractor trailer. Avoid the area.	2015-06-03	170	0	0	0	0	https://twitter.com/SeabrookTX/status/606202742126837760

You can monitor the Houston TranStar cameras online at: http://t.co/yxOg7nXaST (select NASA Rd 1 & amp; SH 146) http://t.co/d7JrM5MM2t	2015-06-03	204								8	https://twitter.com/SeabrookTX/status/606198042409213953
There is an overturned tractor trailer at SH 146 and NASA. No one is injured. Please avoid the area. http://t.co/ywNNDgPj5	2015-06-03	659	2	0	0	1				1	https://twitter.com/SeabrookTX/status/606192711671140353
The Seabrook City Council meeting has now been adjourned. #seabrookcouncil	2015-06-03	166	0	0	0	0				0	https://twitter.com/SeabrookTX/status/605918855974690816
Item 6.3 Establish future meeting dates. #seabrookcouncil	2015-06-03	156	0	0	0	0				0	https://twitter.com/SeabrookTX/status/605918364624510976
Item 6.2 Consider and discuss approval of Budget Meeting dates. #seabrookcouncil	2015-06-03	159	0	0	0	0				0	https://twitter.com/SeabrookTX/status/605917827795578880
Item 6.1 Approve the Action Items Checklist. #seabrookcouncil	2015-06-03	150	0	0	0	0				0	https://twitter.com/SeabrookTX/status/605916414713536512
Item 6.0 Routine Business #seabrookcouncil	2015-06-03	148	0	0	0	0				0	https://twitter.com/SeabrookTX/status/605916376805425154
Item 5.5 Consider selection of council members for various organizations. #seabrookcouncil	2015-06-03	137	0	0	0	0				0	https://twitter.com/SeabrookTX/status/605915728248631296
@txflygirl This is just to start the process. The city will hold public meetings to get the public's input.	2015-06-03	56	0	0	0	0				0	https://twitter.com/SeabrookTX/status/605915675526242304
Gary Johnson has been nominated by Council as Mayor Pro Tem for a second year. #seabrookcouncil	2015-06-03	149	0	0	0	0				0	https://twitter.com/SeabrookTX/status/605915502813118466
@txflygirl It is a plan to address traffic concerns (speed limits, school flashing lights, etc) to ensure we have a process in place.	2015-06-03	48	0	1	0	0				0	https://twitter.com/SeabrookTX/status/605915342032871425
Item 5.4 Consider appointment of Mayor Pro Tem. #seabrookcouncil	2015-06-03	119	0	0	0	0				0	https://twitter.com/SeabrookTX/status/605915044069523457
Council agrees by unanimous consent to move forward with the process to rename Second St. to Main St. - Item 5.3. #seabrookcouncil	2015-06-03	297	1	1	0	0				0	https://twitter.com/SeabrookTX/status/605915001887420417

Item 5.3 Consider renaming Second Street o Main Street. #seabrookcouncil	2015-06-03	100				1	0		https://twitter.com/SeabrookTX/status/605913620631810049
Council agrees by unanimous consent to move forward with a Thoroughfare Plan - Item 5.2. #seabrookcouncil	2015-06-03	92				0	0		https://twitter.com/SeabrookTX/status/605913575413014528
Item 5.2 Consider approval of proposal by Cobb Fendley for Thoroughfare Plan. #seabrookcouncil	2015-06-03	89				0	0		https://twitter.com/SeabrookTX/status/605909385936695296
Council agrees by unanimous consent to move forward with Residential Traffic Management Plan - Item 5.1. #seabrookcouncil	2015-06-03	69				1	0		https://twitter.com/SeabrookTX/status/605909328638320641
Item 5.1 Consider presentation of Residential Traffic Management Plan. #seabrookcouncil	2015-06-03	79				0	0		https://twitter.com/SeabrookTX/status/605905789018972160
Item 5.0 New Business #seabrookcouncil	2015-06-03	65				0	0		https://twitter.com/SeabrookTX/status/605905750783696897
Council passes Item 8.2 by unanimous consent to modify the Memorandum of Understanding with PHA regarding sound barrier. #seabrookcouncil	2015-06-03	67				0	0		https://twitter.com/SeabrookTX/status/605905661700898816
Item 8.2 Consider further action concerning a Rail-Sound Barrier with the PHA. #seabrookcouncil	2015-06-03	64				0	0		https://twitter.com/SeabrookTX/status/605904317648760833
Council passes Item 8.1 by unanimous consent to take further action on the Railroad Quiet Zone with PHA. #seabrookcouncil	2015-06-03	64				0	0		https://twitter.com/SeabrookTX/status/605904257846419456
Item 8.1 Consider further action on a Railroad Quiet Zone with the PHA. #seabrookcouncil	2015-06-03	61				0	0		https://twitter.com/SeabrookTX/status/605903310558617600
Item 8.0 Open Business #seabrookcouncil	2015-06-03	55				0	0		https://twitter.com/SeabrookTX/status/605903004210823168
Seabrook City Council meeting is back in session. #seabrookcouncil	2015-06-03	61				0	0		https://twitter.com/SeabrookTX/status/605902566807896067
Item 7.0 Council will now hold a closed Executive Session in accordance with Open Meeting Act. #seabrookcouncil	2015-06-03	59				0	0		https://twitter.com/SeabrookTX/status/605902463766388736

Consent Agenda is approved by unanimous consent. #seabrookcouncil	2015-06-03	60							https://twitter.com/SeabrookTX/status/605897973889761281
Item 4.8 Approve the minutes of the May 19 Regular Council mtg. #seabrookcouncil	2015-06-03	57							https://twitter.com/SeabrookTX/status/605897819254177792
Item 4.7 Approve the minutes of the May 19 Special Council mtg. #seabrookcouncil	2015-06-03	56							https://twitter.com/SeabrookTX/status/605897784697315328
Item 4.6 Approve the minutes of the May 4 Special Council mtg. #seabrookcouncil	2015-06-03	54							https://twitter.com/SeabrookTX/status/605897753365864450
Item 4.5 Approve Investment Report for 2nd quarter 2014-15. #seabrookcouncil	2015-06-03	53							https://twitter.com/SeabrookTX/status/605897722810396673
Item 4.4 Approve an extension of the term of the Master Plan Review Commission. #seabrookcouncil	2015-06-03	69							https://twitter.com/SeabrookTX/status/605897611225108480
Item 4.3 Approve proposed Res. No. 2015-13. #seabrookcouncil	2015-06-03	56							https://twitter.com/SeabrookTX/status/605897570527739904
Item 4.2 Approve lease-purchase agreement for new Xerox copier. #seabrookcouncil	2015-06-03	57							https://twitter.com/SeabrookTX/status/605897534934884352
Item 4.1 Approve an agreement with Denton, Navarro, Rocha, Bernal, Hyde & Zech for legal council. #seabrookcouncil	2015-06-03	61							https://twitter.com/SeabrookTX/status/605897506673684480
Item 4.0 Consent Agenda- Items will be considered and enacted by one motion. #seabrookcouncil	2015-06-03	55							https://twitter.com/SeabrookTX/status/605897473526071296
Item 3.1 is approved by unanimous consent. #seabrookcouncil	2015-06-03	48							https://twitter.com/SeabrookTX/status/605897428651245569
Item 3.1 Consider the exchange the property owned by Pacific Ridge Dev. Co. #seabrookcouncil	2015-06-03	50							https://twitter.com/SeabrookTX/status/605896826206568448
Item 3.0 Bid Awards #seabrookcouncil	2015-06-03	41							https://twitter.com/SeabrookTX/status/605896786335531008

Item 2.1 Mayor, Council and staff may make announcements about upcoming events. #seabrookcouncil	2015-06-03	39								https://twitter.com/SeabrookTX/status/605896453228142592
Item 2.0 Public Comments and Announcements #seabrookcouncil	2015-06-03	38								https://twitter.com/SeabrookTX/status/605896433540005889
Item 1.4 Presentation by Port of Houston Authority. #seabrookcouncil	2015-06-03	64								https://twitter.com/SeabrookTX/status/605890790808678400
Item 1.3 Presentation of Open Space and Trail quarterly report. #seabrookcouncil	2015-06-03	52								https://twitter.com/SeabrookTX/status/605889337822048259
#seabrookcouncil Parks and open space volunteers... Thank you!!! http://t.co/vQYEZMAIxj	2015-06-03	70								https://twitter.com/SeabrookTX/status/605889305416888320
Item 1.2 Recognize parks and open space volunteers. #seabrookcouncil	2015-06-03	56								https://twitter.com/SeabrookTX/status/605889054693916672
#seabrookcouncil Councilmember Lorente taking Oath of Office. http://t.co/AfeqYwTZ95	2015-06-03	259	1							https://twitter.com/SeabrookTX/status/605889021516972032
Item 1.1 Administer the Oath of Office to Councilmember Lorente. #seabrookcouncil	2015-06-03	53								https://twitter.com/SeabrookTX/status/605888791266459649
Item 1.0 Presentations #seabrookcouncil	2015-06-03	46								https://twitter.com/SeabrookTX/status/605888758106300416
Agenda is available for download http://t.co/NRGk294V9x . #seabrookcouncil	2015-06-03	47								https://twitter.com/SeabrookTX/status/605888724979744771
Council will consider, discuss and if appropriate take action on agenda items. #seabrookcouncil	2015-06-03	55								https://twitter.com/SeabrookTX/status/605888681602215936
Seabrook City Council meeting is now in session. #seabrookcouncil	2015-06-03	50								https://twitter.com/SeabrookTX/status/605887593289424897
Pelican Bay Opens Tues. June 9th! http://t.co/WF8P6PIUle	2015-06-02	66								https://twitter.com/SeabrookTX/status/605830738886336512

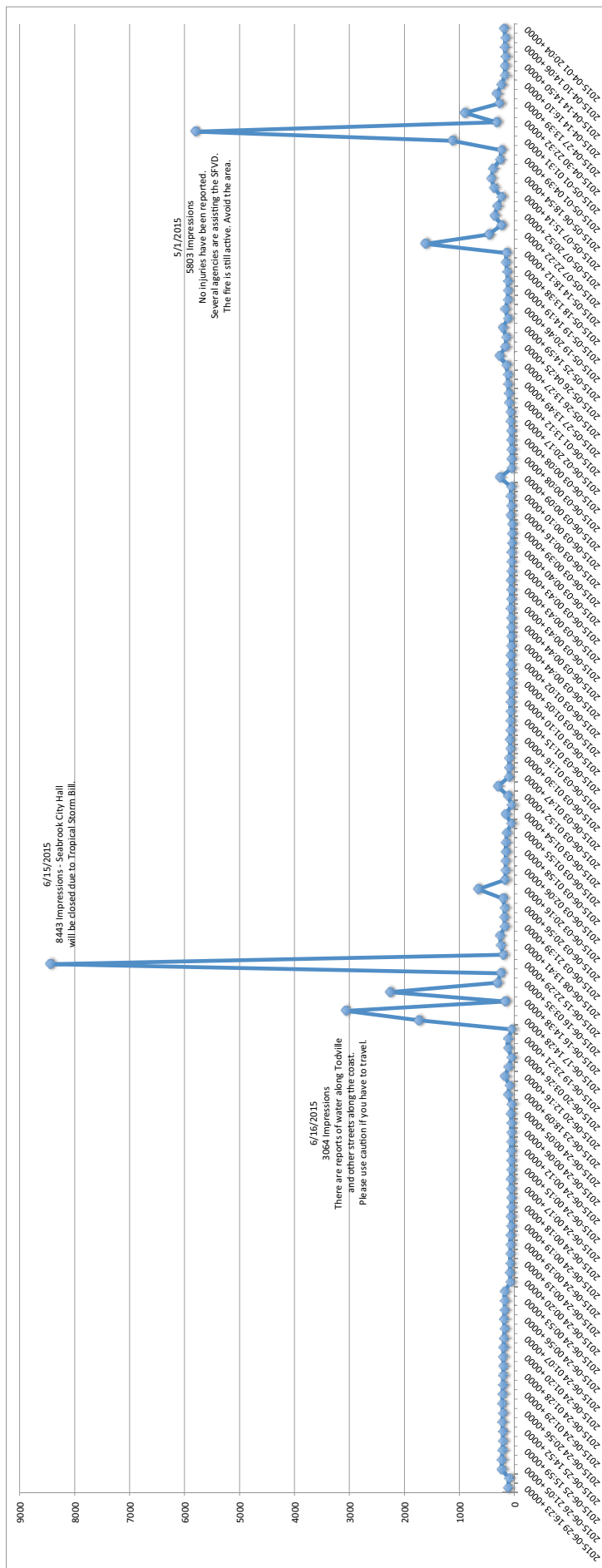
Summer is here and we have updates on all our events and happenings in Seabrook. Check out June's City Update eNews! http://t.co/c5e81NaQqk	2015-06-02	70								2	s/605807371303010304
Only four more days of school till summer... Be sure to slow down in school zones! http://t.co/kiWz7s6nIJ	2015-06-01	91							3	0	s/605361331445702657
Bob's Salsa with a Kick! My Business Belongs in Seabrook https://t.co/7pRG1RqNXA via @YouTube	2015-05-28	99							1	1	s/603917444374204416
City Job Openings: Deputy Court Clerk, Maintenance Worker I, Cashiers, Lifeguards and Police Officers. http://t.co/NDsuoc7q5	2015-05-27	112							0	0	s/603558540578574336
Hurricane Workshop tomorrow night at City Hall - #hurricaneprep http://t.co/VT8g7Zza9k	2015-05-26	120							0	2	s/603192928786378752
Join us tomorrow night at 7pm at City Hall for a Hurricane Preparedness Workshop. #HurricanePrep http://t.co/HQaOprVGLS	2015-05-26	143							0	0	s/603190650788413440
While CCISD has not been impacted by the storms other areas have. Make sure your commute is not impacted. https://t.co/2uj2PyxUr0	2015-05-26	267							0	2	s/603171360911675392
Stay informed during the storm by following @HCOHSEM http://t.co/Nr20qiDB7g	2015-05-26	164							0	0	s/603054220724445184
Avoid travel due to severe weather and heavy rainfall. https://t.co/oVxEcmclaa	2015-05-26	141							1	3	s/60305256242435840
Today we express our gratitude to those who made the ultimate sacrifice while protecting our freedom. http://t.co/NHEfjmvJoH	2015-05-25	210							3	0	s/602851370031448064
Seabrook city offices will be closed Mon. May 25 for Memorial Day. Emergency personnel will work normal shifts. http://t.co/rGX3sWZebM	2015-05-21	117							0	0	s/601463693960814592
Seabrook's sales tax revenue in May 2015 reflects a 7.66% increase or a \$23,937.06 increase from May 2014. #buylocal http://t.co/pDC4tMUCsa	2015-05-19	163							2	1	s/600764414657200128
Our website is back up. Thank you for your patient.	2015-05-19	119							0	0	s/600670941098725376

Our website, http://t.co/b3kmzjco5V , is currently inaccessible. Civic Plus network specialists are working to resolve the issue.	2015-05-19	113	0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/600667157207232512
@TxDOT begins it #ClicktOTicket campaign today... be sure to #BuckleUp https://t.co/OKex59sI5H via @YouTube	2015-05-18	120	1	0	0	1	0	0	https://twitter.com/SeabrookTX/status/600299761305055232
Did you know that City Council meets on the 1st and 3rd Tuesday of each month? Meetings are always open to the public.	2015-05-18	132	0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/600294297670397952
Check out Open House - SH 146 Design Reevaluation on Thu, May 28 https://t.co/rd5xkGpqdZ via @Nextdoor	2015-05-14	150	0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/598914324757807104
Check out Hurricane Preparedness Workshop on Wed, May 27 https://t.co/zVwvfvWNC4 via @Nextdoor	2015-05-14	146	0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/598913880484491264
Unofficial Special Charter Election Results: All Charter Amendments with the exception of Proposition 16. http://t.co/3xD59bjfYl	2015-05-10	1616	1	0	0	0	0	0	https://twitter.com/SeabrookTX/status/597209973672804352
Don't forget to cast your vote this Sat. & be sure give special thanks to these awesome ladies! #PublicServiceWeek http://t.co/y47snK8ff4	2015-05-07	466	0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/596439991611486211
TxDOT public meeting regarding SH 146 Expansion Project will be held on May 28 from 5:30pm to 7:30pm at Bay Element. http://t.co/dWVG732Rkc	2015-05-07	236	1	0	0	1	0	0	https://twitter.com/SeabrookTX/status/596436149343789056
Meet Vivian who can help you obtain a city permit & Alesia who works with planning & zoning :) #PublicServiceWeek http://t.co/OdvZohxUjF	2015-05-07	355	0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/596417346014728192
These ladies in Customer Service greet everyone with a smile :) Thank you Myra and Joann! #PublicServiceWeek http://t.co/PedMJDkcyh	2015-05-07	305	0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/596385180421660672
Meet our Finance team... I am not sure why, but they actually like working with numbers! #PublicServiceWeek http://t.co/4hTjZv9Z8	2015-05-07	230	0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/596332319272763392
These are the hard working women of the Seabrook Municipal Court... Thank you ladies! #publicserviceweek http://t.co/oB0fDSwx9V	2015-05-07	368	0	0	0	1	0	0	https://twitter.com/SeabrookTX/status/596303328973291521
It is #PublicServiceWeek and we want to say thank you to all our Public Works employees! http://t.co/T1RnH4BYy8	2015-05-06	417	2	0	0	1	0	0	https://twitter.com/SeabrookTX/status/596025375605465088

It's a beautiful morning in Seabrook and the gates at Keels and Wheels just opened! http://t.co/yqBAUhpX7	2015-05-03	389		2	0	1		https://twitter.com/SeabrookTX/status/59486842827759298
Eastbound lanes of NASA Parkway are now open. Westbound lanes should be opened soon.	2015-05-01	256		1	0	1		https://twitter.com/SeabrookTX/status/593998095098216448
The Hampton Inn fire is under control but the flames are not completely extinguished. NASA Parkway is still closed.	2015-05-01	236		0	0	0		https://twitter.com/SeabrookTX/status/593968662245081088
The SFVD and other agencies are still working to extinguish the flames at the Hampton Inn. NASA Parkway is still closed.	2015-05-01	1124		5	1	0		https://twitter.com/SeabrookTX/status/593950901494161408
No injuries have been reported. Several agencies are assisting the SFVD. The fire is still active. Avoid the area.	2015-05-01	5803		11	1	2		https://twitter.com/SeabrookTX/status/593937161847607298
Portions of NASA Parkway between the 2500 to 3500 blocks is closed in both directions due to a fire at the Hampton Inn. Avoid the area.	2015-04-30	320		1	2	0		https://twitter.com/SeabrookTX/status/593905685382836224
We have been receiving reports of #alligators around Pine Gully... What should you do if you see an alligator? http://t.co/fX6QrjBOxj	2015-04-28	901		4	0	2		https://twitter.com/SeabrookTX/status/593055352574312449
Early voting starts today for the May 9th Special Charter Election. View polling times at http://t.co/yszo8ZG8bs . http://t.co/kPEKITmWZx	2015-04-27	273		0	0	0		https://twitter.com/SeabrookTX/status/592684513056202753
Our neighbors in Nassau Bay and League City wanted us to share this information with you. #takebackday http://t.co/9tUGAKY2CC	2015-04-21	316		2	1	0		https://twitter.com/SeabrookTX/status/590600552003801088
April Sales Tax Revenues for Seabrook reflect a 10.46% increase from April 2014. http://t.co/SmG6zgPnQV	2015-04-14	233		0	0	2		https://twitter.com/SeabrookTX/status/588011479351328769
My Business Belongs in Seabrook: Maas Nursery... https://t.co/pa5n9wDnzs via @YouTube	2015-04-14	169		0	0	0		https://twitter.com/SeabrookTX/status/587995464525602816
ICYMI Seabrook was featured on Check this Out Houston - http://t.co/LT2Om320Q #abc13	2015-04-14	167		0	0	0		https://twitter.com/SeabrookTX/status/587991253016571904
Can you hear the thunder? Strong storms are starting to move in. https://t.co/37z59ZeJt	2015-04-14	156		0	0	1		https://twitter.com/SeabrookTX/status/587988835331661824

Council and staff are holding their annual strategic planning meeting this morning. http://t.co/JH3qzTQ4Mb	2015-04-10	177	0	0	0	0	0	0	https://twitter.com/SeabrookTX/status/586530800948023296
Stay connected with the City of Seabrook by signing up for email and text message notifications http://t.co/oi017AQw9h .	2015-04-09	158	1	0	0	0	0	0	https://twitter.com/SeabrookTX/status/586276357224718336
City office will be closed this Friday, April 3 in observation of the Good Friday holiday. http://t.co/G4ylm4QtWE	2015-04-01	187	1	0	0	0	0	0	https://twitter.com/SeabrookTX/status/583359218264203264

Twitter Post Impressions



YouTube Video Insights from April 2015 through June 2015					
Video	Video Length (minutes)	Views	Average View Duration (minutes)	Shares	URL
State Highway 146 Expansion Animation	2.58	2670	2.3	12	https://youtu.be/f4KH4MqYYXY
Shop, Dine, Stay and EXPERIENCE Seabrook	2.02	464	1.6	0	https://youtu.be/M1_o4DuyEv8
My Business Belongs in Seabrook: Maas Nursery	2.4	383	1.83	6	https://youtu.be/KmoKwPRIPeo
Charting the Course: Master Comprehensive Plan	2.13	327	1.71	6	https://youtu.be/OMxq4SMOzao
My Business Belongs in Seabrook: Beacon Hill Bed & Breakfast	1.52	235	1.18	0	https://youtu.be/YUI36zvcn0A
SH 146 Meeting	54.18	223	8.18	0	https://youtu.be/NYX1cfm61Bs
Seabrook Police Department Recruitment	1	175	0.85	2	https://youtu.be/DiLSAHDs2e4
Pelican Bay to open Tues., June 9, 2015	0.6	112	0.51	1	https://youtu.be/CNF6P5GHXQQ
Carothers Coastal Gardens	1.37	110	1.02	0	https://youtu.be/6-DFFISpV60
Keels & Wheels Concours d'Elegance 2014	2.3	104	1.27	1	https://youtu.be/cjl_ic_tVPQ
My Business Belongs in Seabrook: DC Inspection Services	1.77	61	0.94	0	https://youtu.be/KUV9ROSdFic
Bob's Salsa with a Kick! My Business Belongs in Seabrook	2.9	52	1.54	3	https://youtu.be/KpHLczL3g8U
Hampton Inn Houston NASA Johnson Space Center	1.57	49	0.91	0	https://youtu.be/zClaYvQgmsg
Pelican Bay Opens June 11th	0.6	48	0.54	0	https://youtu.be/nr56yBUAPAI
My Business Belongs in Seabrook: Melinda's Boutique & Grand Central Station	1.85	47	1.21	0	https://youtu.be/nzFcvB-1Vbw
Beacon Hill Bed and Breakfast	1.62	45	1.04	0	https://youtu.be/yclo1VJGPTg
Spring Hill Suites Houston	1.53	44	1.17	0	https://youtu.be/BUZwkzZCTos
Best Western Plus Seabrook	1.57	43	0.89	0	https://youtu.be/hITkaDDPnEc
Seabrook Business Minute	2.8	41	2.04	0	https://youtu.be/9BC-JrC3IFY
Hampton Inn Seabrook, TX	0.88	40	0.6	0	https://youtu.be/UDG8sjv1ato
Comfort Inn & Suites NASA	1.58	32	0.89	0	https://youtu.be/igw2HBksG-M

La Quinta	1.57	25	1.12	0	https://youtu.be/f9b-9cPj0nA
Quality Inn Yacht Club Basin	1.57	19	1.03	0	https://youtu.be/MvrG4GXgaFQ
Springhill Suites	1.18	15	0.59	0	https://youtu.be/gfIL7afix1s
Springhill Suites Business trip	1.12	15	0.75	0	https://youtu.be/5YJ0EZF-Ao0
Palm Lodge Bed & Breakfast	1.18	14	1.2	1	https://youtu.be/rI90EkRbEiA
Pelican Bay 2014	0.6	13	0.39	0	https://youtu.be/Na1AZ7I3PE0
Business Minute: State Highway 146	2.43	10	1.26	0	https://youtu.be/mTcyu2hFSZE
Seabrook to participate in 2015 Warrant Round-Up	0.7	9	0.51	0	https://youtu.be/-ESmldJWcyM
2014 Seabrook Bond Election	3.65	8	2.17	0	https://youtu.be/Aq1aJRaM1w8
Hampton Inn	0.98	6	0.67	0	https://youtu.be/u-fb4K75ic0
Keep Utility Cost Low: Recycle Right Often. Recycle Right.	4.9	6	2.71	0	https://youtu.be/l4U2jqunrTY
2014 Holiday Events	1.22	5	0.52	0	https://youtu.be/uiOHQuxwNls
Seabrook ALS Ice Bucket Challenge02	2.32	5	1.17	0	https://youtu.be/z9s4XMqlmPU
JFest Southwest 2013	2.58	4	0.82	0	https://youtu.be/uyyGCC2LEGc
The Old Parsonage	1.15	4	0.76	0	https://youtu.be/ub4n8HI9WYU
Seabrook Hotel / B&B Tour	2.77	4	2.38	0	https://youtu.be/-gCGItoUcQY
2014 Seabrook Lucky Trail Marathon	0.77	4	0.59	0	https://youtu.be/YGjclS336yA
The Old Parsonage	1.12	4	0.52	0	https://youtu.be/WAvxEfsTzfQ
Business Minute: New Business in Seabrook	2.45	3	1.03	0	https://youtu.be/JbOKZG7iyEw
4th of July Kid's Parade	0.58	3	0.62	0	https://youtu.be/W1yt0omZiEw
Meet the Seabrook City Council	3.93	3	3.62	0	https://youtu.be/Ptcq6ioyl3w
Keels and Wheels	1.03	2	0.67	0	https://youtu.be/sGdrYJodzNk

2013 Keels & Wheels	2.47	2	0.77	0	https://youtu.be/TC4rXYRFnss
City of Seabrook- Lucky Trails Marathon	1.23	2	1.1	0	https://youtu.be/Eeb3MM8CIE8
Comfort Inn & Suites NASA Pkwy	1.18	1	0.71	0	https://youtu.be/PU4YENwgXTY
3rd Annual Seabrook Saltwater Derby	0.68	1	0.68	0	https://youtu.be/0IDSJ1jv8nI
La Quinta Seabrook	1.05	1	1.04	0	https://youtu.be/FTrhtXQToA4
SH 146 Expansion Project	2.68	1	0.13	0	https://youtu.be/gDz7Q2nb5SY
La Quinta Seabrook	0.97	1	0.36	0	https://youtu.be/CO-6yr0cqm0
Beacon Hill B & B	1.12	1	0.64	0	https://youtu.be/seQjso4Cbbs
Remembering Breakfast with Santa	9.63	1	1.36	0	https://youtu.be/R6sDNNDWwSo
Quality Inn Seabrook	1	1	0.89	0	https://youtu.be/ZAvmym0Qos
Seabrook's 50th Anniversary	1.28	1	1.28	0	https://youtu.be/wW29bJppjak



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: July 14, 2015

Submitter/Requestor: Chief Wright

Date Submitted: July 13, 2015

Presenter: N/A

Description/Subject: *Monthly Public Safety Statistics Report June 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:

- ☐ 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.

CALL FOR SERVICE DATA

TRAFFIC STOP	450
SUSPICIOUS CIRC PERSON VEHICLE	109
CVE INSPECTION	65
ALARM BURGLAR	54
MINOR ACCIDENT	53
DISTURBANCE	38
ASSIST BY LAW	35
RECKLESS DRIVER CONDUCT	27
TRAFFIC HAZ PROB DIRECT RELAT	25
ASSIST CITIZEN	24
INTOXICATED DRIVER PERSON	22
TRESPASS	20
LOUD MUSIC NOISE	17
FLAGDOWN	16
THEFT	16
DISABLED VEHICLE	15
WELFARE CONCERN	15
BURGLARY	12
PARKING VIOLATION	12
FOLLOW UP	11
CRIMINAL MISCHIEF	9
VIOLATION CITY ORDINANCE	9
ASSAULT	6
ACCIDENT MAJOR	5
CIVIL PROBLEM STANDBY	5
HARASSMENT	5
WARRANT SERVICE	5
911 HANG UP	4
LOST MISSING RECOVERED ABDUCTD	4
ALARM PANIC	3
DISORDERLY CONDUCT	3
ID THEFT	3
UNAUTHORIZED USE OF M/V	3
ABANDONED VEHICLE	2
DEATH INVESTIGATION	2
THREAT TERRORISTIC	2
ANIMAL CONTROL PROBLEM	1
FORGERY	1
FRAUD	1
PRISONER PROCESS	1
ROBBERY	1
SEXUAL ASSAULT	1
STRUCTURE FIRE	1
UTILITY REQUEST	1
Z DANGEROUS ANIMAL	1
Total CFS:	1115

Council Stat Report 6/1/2015 - 6/30/2015

Offense Data

THEFT	7
ASSAULT BY CONTACT F/VIO	5
ASSAULT BY CONTACT	3
ASSAULT CAUSES BODILY INJURY- (FAMILY VIOLENCE)	3
BURGLARY OF MOTOR VEHICLE	3
DRIVING WHILE INTOXICATED	3
INFORMATION REPORT	3
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS B	2
ASSAULT BY THREAT	2
DEATH INVESTIGATION	2
ANIMAL DANGEROUS OR VICIOUS	1
ASSAULT CAUSES BODILY INJURY	1
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE ENHANCED	1
BURGLARY OF BUILDING / FORCIBLE ENTRY	1
BURGLARY OF BUILDING / NON-FORCED	1
BURGLARY OF HABITATION / FORCIBLE ENTRY	1
BURGLARY OF HABITATION / NON-FORCED	1
CRIMINAL MISCHIEF	1
FAIL TO GIVE INFORMATION - UNATTENDED VEHICLE	1
FRAUDULENT USE/POSSESSION OF IDENTIFYING INFORMATION	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	1
ROBBERY STRONG ARM	1
THEFT - SHOPLIFTING	1
UNAUTHORIZED USE OF A VEHICLE (AUTO)	1
VIOLATION OF PROTECTIVE ORDER OR MAGISTRATE ORDER	1
Total Offense Reports:	48

Arrest Data

PUBLIC INTOXICATION	21
WARRANT - AGENCY	15
WARRANT - OTHER AGENCY	11
POSSESSION OF DRUG PARAPHERNALIA	6
ASSAULT BY CONTACT	5
DRIVING WHILE LICENSE INVALID (C)	5
NO DL	4
DRIVING WHILE INTOXICATED	3
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY - C	3
MINOR CONSUMPTION ALCOHOL	3
ASSAULT CAUSES BODILY INJURY	2
ASSAULT CAUSES BODILY INJURY- (FAMILY VIOLENCE)	2
DISORDERLY CONDUCT #6 - FIGHTING	2
EXPIRED LICENSE PLATES	2
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS B	1
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE ENHANCED	1
ASSAULT PUBLIC SERVANT	1
CMV DEFECTIVE HEAD LAMPS	1
CONSUME ALCOHOL OFF HOURS - STANDARD	1
DISORDERLY CONDUCT #1 - ABUSIVE LANGUAGE	1
FAIL TO MAINTAIN SINGLE LANE	1
FAILURE TO IDENTIFY	1
NO DL ON DEMAND	1
PARK WHERE SIGNS PROHIBIT	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1-A	1
RECKLESS DAMAGE OR DESTRUCTION - (CLASS C)	1
THEFT	1
UNSAFE LANE CHANGE	1
UNSAFE START OF PARKED VEHICLE	1
Total Arrests:	77
Total Charges:	99

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {06/01/2015} And
{06/30/2015} and District = "1"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	2.13%	\$0	0.00%
113 Cooking fire, confined to container	1	2.13%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	1	2.13%	\$0	0.00%
	<u>3</u>	<u>6.38%</u>	<u>\$0</u>	<u>0.00%</u>
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	32	68.09%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	2.13%	\$0	0.00%
	<u>33</u>	<u>70.21%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	2	4.26%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	2.13%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	4.26%	\$0	0.00%
463 Vehicle accident, general cleanup	1	2.13%	\$0	0.00%
	<u>6</u>	<u>12.77%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
6112 Dispatched & cancelled en route EMS	1	2.13%	\$0	0.00%
651 Smoke scare, odor of smoke	1	2.13%	\$0	0.00%
	<u>2</u>	<u>4.26%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	1	2.13%	\$0	0.00%
733 Smoke detector activation due to malfunction	1	2.13%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	1	2.13%	\$0	0.00%
	<u>3</u>	<u>6.38%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 47

Total Est Loss:

\$0

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {06/01/2015} And {06/30/2015}
and District = "1"

Total Number of Incidents 47	Total Number of Responding Personnel 397
Average Turnout per Incident 9	

Seabrook**City of Seabrook Monthly Statistics**

**Alarm Date Between {06/01/2015} And {06/30/2015}
and District = "1"**

1 Seabrook

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
111 Building fire							
15-0150316	06/14/2015	14:04:58	06/14/2015	14:12:02	1	1	00:07:04
Average Response Time for District/Incident Type							00:07:04
113 Cooking fire, confined to container							
15-0150347	06/30/2015	22:56:55	06/30/2015	23:02:25	1	2	00:05:30
Average Response Time for District/Incident Type							00:05:30
142 Brush or brush-and-grass mixture fire							
15-0150341	06/26/2015	22:23:13	06/26/2015	22:31:45	1	2	00:08:32
Average Response Time for District/Incident Type							00:08:32
311 Medical assist, assist EMS crew							
15-0150289	06/01/2015	19:09:59	06/01/2015	19:13:46	1	2	00:03:47
15-0150290	06/01/2015	20:50:07	06/01/2015	20:53:00	1	2	00:02:53
15-0150292	06/01/2015	22:58:53	06/01/2015	22:58:53	1	2	00:00:00
15-0150294	06/02/2015	19:46:23	06/02/2015	19:51:57	1	2	00:05:34
15-0150296	06/03/2015	16:25:37	06/03/2015	16:31:54	1	2	00:06:17
15-0150297	06/03/2015	17:16:10	06/03/2015	17:21:47	2	2	00:05:37
15-0150298	06/03/2015	23:02:19	06/03/2015	23:07:42	1	3	00:05:23
15-0150300	06/04/2015	18:54:04	06/04/2015	19:01:00	1	2	00:06:56
15-0150301	06/04/2015	21:15:36	06/04/2015	21:20:23	1	2	00:04:47
15-0150302	06/05/2015	18:42:41	06/05/2015	18:46:50	1	2	00:04:09
15-0150303	06/09/2015	00:59:23	06/09/2015	01:06:27	1	3	00:07:04
15-0150308	06/10/2015	02:35:59	06/10/2015	02:41:41	1	3	00:05:42
15-0150309	06/10/2015	15:30:58	06/10/2015	15:36:48	2	2	00:05:50
15-0150310	06/10/2015	17:54:26	06/10/2015	18:00:29	1	2	00:06:03
15-0150311	06/11/2015	15:48:27	06/11/2015	15:52:58	1	2	00:04:31
15-0150314	06/14/2015	05:44:22	06/14/2015	05:49:04	1	3	00:04:42
15-0150315	06/14/2015	10:58:17	06/14/2015	11:04:32	1	1	00:06:15
15-0150318	06/14/2015	18:11:12	06/14/2015	18:11:12	1	2	00:00:00
15-0150319	06/14/2015	19:57:15	06/14/2015	20:00:32	1	2	00:03:17
15-0150320	06/15/2015	05:24:29	06/15/2015	05:30:33	1	3	00:06:04
15-0150322	06/18/2015	10:01:43	06/18/2015	10:04:22	1	1	00:02:39
15-0150324	06/19/2015	17:49:26	06/19/2015	17:55:23	1	2	00:05:57
15-0150326	06/21/2015	13:50:42	06/21/2015	13:57:40	1	1	00:06:58
15-0150327	06/21/2015	18:03:06	06/21/2015	18:05:15	1	2	00:02:09
15-0150328	06/22/2015	21:06:36	06/22/2015	21:12:13	1	2	00:05:37
15-0150333	06/24/2015	19:33:53	06/24/2015	19:36:45	1	2	00:02:52
15-0150334	06/24/2015	22:28:17	06/24/2015	22:32:25	1	2	00:04:08
15-0150338	06/25/2015	10:57:02	06/25/2015	10:58:36	1	1	00:01:34
15-0150339	06/25/2015	11:36:56	06/25/2015	11:41:09	1	1	00:04:13
15-0150340	06/26/2015	21:06:30	06/26/2015	21:12:18	1	2	00:05:48
15-0150344	06/29/2015	16:12:27	06/29/2015	16:16:23	1	2	00:03:56
15-0150346	06/30/2015	09:40:02	06/30/2015	09:42:52	1	1	00:02:50

Seabrook

City of Seabrook Monthly Statistics

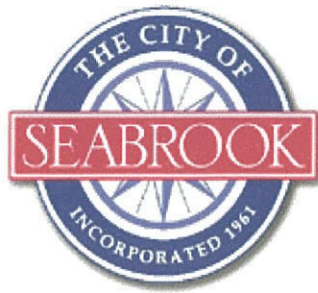
Alarm Date Between {06/01/2015} And {06/30/2015}
and District = "1"

1 Seabrook

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
311 Medical assist, assist EMS crew							
Average Response Time for District/Incident Type							00:04:29
324 Motor Vehicle Accident with no injuries							
15-0150329	06/22/2015	22:32:45	06/22/2015	22:36:59	1	2	00:04:14
Average Response Time for District/Incident Type							00:04:14
412 Gas leak (natural gas or LPG)							
15-0150325	06/20/2015	01:15:33	06/20/2015	01:21:01	1	3	00:05:28
15-0150337	06/25/2015	08:56:06	06/25/2015	08:59:00	1	1	00:02:54
Average Response Time for District/Incident Type							00:04:11
440 Electrical wiring/equipment problem, Other							
15-0150345	06/29/2015	17:47:29	06/29/2015	17:51:19	1	2	00:03:50
Average Response Time for District/Incident Type							00:03:50
445 Arcing, shorted electrical equipment							
15-0150293	06/02/2015	00:39:17	06/02/2015	00:42:36	1	3	00:03:19
15-0150342	06/27/2015	05:07:16	06/27/2015	05:14:24	1	3	00:07:08
Average Response Time for District/Incident Type							00:05:14
463 Vehicle accident, general cleanup							
15-0150295	06/03/2015	14:32:50	06/03/2015	14:34:24	1	1	00:01:34
Average Response Time for District/Incident Type							00:01:34
651 Smoke scare, odor of smoke							
15-0150323	06/18/2015	19:57:30	06/18/2015	20:03:47	1	2	00:06:17
Average Response Time for District/Incident Type							00:06:17
700 False alarm or false call, Other							
15-0150288	06/01/2015	09:35:23	06/01/2015	09:39:48	1	1	00:04:25
Average Response Time for District/Incident Type							00:04:25
733 Smoke detector activation due to malfunction							
15-0150312	06/11/2015	18:58:29	06/11/2015	19:05:11	1	2	00:06:42
Average Response Time for District/Incident Type							00:06:42
745 Alarm system activation, no fire - unintentional							
15-0150304	06/09/2015	18:07:45	06/09/2015	18:07:48	1	2	00:00:03
Average Response Time for District/Incident Type							00:00:03
Overall Average Response Time for District 00:04:35							

Total Incident Count: 46

Overall Average Response Time: 00:04:35



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: July 28, 2015

Submitter/Requestor: Sean Landis

Presenter: Sean Landis

Description/Subject: Monthly Building Department Report for June 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 June, there were five (5) residential permits issued totaling \$1,464,217.00
No new commercial permits were issued in June.

Recommended Action:

Attachments:

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

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

Finance Officer Review:

Budget Dept/Line Item Number _____

Funding Comments:

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

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 June 2015

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	5	\$1,464,217.00	\$7,548.00
Building Additions	14	\$643,117.00	\$5,949.00
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	23	\$110,143.00	\$1,276.00
Fill	0	\$0.00	\$0.00
Irrigation	0	\$0.00	\$0.00
Mechanical	17	\$1,760,340.00	\$1,923.00
Plumbing	13	\$36,389.50	\$652.50
Sign	0	\$0.00	\$0.00
Demolition	0	\$0.00	\$0.00
Fire/Sprinkler	1	\$6,800.00	\$0.00
Miscellaneous	3	\$5,301.00	\$142.50
TOTALS	76	\$4,026,307.50	\$17,491.00

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	3	\$1,005,884.00	10	\$132,206.00	3	\$53,000.00	0	\$0.00	9	\$416,726.00	10	\$ 17,930.00	1	\$2,000.00	28	\$ 620,327.60	12	\$ 246,865.00	76	\$2,494,938.60	79	\$ 9,720,944.39
June	5	\$1,464,217.00	14	\$643,117.00			0	\$0.00	4	\$12,101.00	23	\$ 110,143.00			17	\$1,760,340.00	13	\$ 36,389.50	76	\$4,026,307.50	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	24	\$5,511,531.57	113	\$2,262,200.20	19	\$10,756,774.50	0	\$0.00	55	\$1,537,167.64	146	\$4,320,079.12	9	\$55,156.96	110	\$3,131,169.87	149	\$4,257,073.15	625	\$31,831,153.01	724	\$69,723,623.95

Fees Paid		Fees Paid	
October	\$9,994.00	April	\$13,631.75
November	\$8,942.00	May	\$20,935.00
December	\$7,178.25	June	\$17,491.00
January	\$31,285.00	July	
February	\$43,269.50	August	
March	\$18,356.00	September	
Y-T-D Total		\$ 171,082.50	

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

New Residential Buildings
24

	#	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		\$ 3,934.56		\$ 5,887.05
December	3	\$ 5,717.49	2	\$ 5,093.05	June		\$ 7,661.68		\$ 13,965.15
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				
Y-T-D Total		16	\$37,339.79	14	\$66,704.90				

Fire Inspector Report for June 2015

New (or annual) Inspections	27
Re-inspections (follow-ups)	7
Plan Reviews	3
Investigations	1
Consultations	5
Total Inspections	43
Outstanding Inspections	56

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2015} And
{06/30/2015}SECOND1509 Art Consortium
1509 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2650 Autozone #1491
2650 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2156 Beacon Credit Union
2156 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2626 Blueline Rental
2626 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BUDD01 Buddy Bites
1506 2nd (Second) ST
Seabrook, TX 77586

WORK 281-291-8151

Date	Time	Type	Staff Hrs	Fee
06/26/2015	13:45			

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2015} And
{06/30/2015}

BUDD01 Buddy Bites WORK 281-291-8151
1506 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/19/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

SEAB01 C Brook Salon
1002 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/19/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

VACA01 Cell Wizard
1002 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/19/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

LARRABEE1914 Crew Quarters Apartments
1914 Larabee ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/05/2015		205 INSPECTION - Follow Up	0.00	
06/12/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2015} And
{06/30/2015}BAYPORT2168 Crown Trophy
2168 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2014 GNET Communications DBA Cricket Wireless
2014 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

HIALEAH1908E Habanero's
1908 Hialeah DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

JACK01 Jack Ross Farmers Insurance
1509 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

FIRST1401 New Life Praise Center
1401 1st (First) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/26/2015	13:45			

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2015} And
{06/30/2015}FIRST1401 New Life Praise Center
1401 1st (First) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/19/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2727 Pirates Landing Apartments
2727 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/05/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

REPSDORPH255 Regatta Bay Apartments
2555 Repsdorph
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/11/2015		890 CONSULTATION - Other	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
06/05/2015		205 INSPECTION - Follow Up	0.00	
06/26/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2015} And
{06/30/2015}NMYER2401 Seabrook Int. CCISD
2401 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/09/2015		820 CONSULTATION - Fire Protection	0.00	
06/10/2015		810 CONSULTATION - Site	0.00	
06/26/2015		123 PLAN REVIEW - Ansul System	0.00	
Total Activities for Occupancy: 3			0.00	

BAYPORT1417 Seabrook Lawn Mower (vacant)
1417 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/05/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

SBCIRCLE2106 Shipley's Donut
2106 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/26/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

HIALEAH1908# Sign Quick
1908 #A Hialeah DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2015} And
{06/30/2015}NASA3134#B Sky High
3134 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYA01 Solutions Self Chem
2709 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/26/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

SECOND Tobacco Depot
1717 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/19/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
06/04/2015		821 CONSULTATION - Fire Alarm	0.00	
06/05/2015		730 INVESTIGATION - Hazardous Materials	0.00	
06/05/2015		822 CONSULTATION - Sprinkler System	0.00	
06/12/2015		123 PLAN REVIEW - Ansul System	0.00	
06/12/2015		205 INSPECTION - Follow Up	0.00	
06/16/2015		123 PLAN REVIEW - Ansul System	0.00	
06/19/2015		205 INSPECTION - Follow Up	0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2015} And
{06/30/2015}TOOK01 Tookie's Seafood
1100 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 7			0.00	

BAYPORT2124 Tuesday Morning
2124 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

UEBE01 Uebert, Ericka (Foster Care)
1848 CAPRI LN
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/05/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3134#A Vacant
3134 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NIC001 Vacant
1904 El Mar LANE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2015} And
{06/30/2015}NICO01 Vacant
 1904 El Mar LANE
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 1			0.00	

SECOND Vacant
 1502 2nd (Second) ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/19/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

SECOND Vacant
 1717 2nd (Second) ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

VACA04 Vacant
 1904 El Mar LANE
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

VACA14 Vacant
 1904 El Mar LANE
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2015} And
{06/30/2015}VACA14 Vacant
1904 El Mar LANE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 1			0.00	

BAYPORT1210 Valentine Law Firm
1210 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/12/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Grand Total Activities: 43

Grand Totals: 0.00 0.00

06/12/2015		200 INSPECTION - Annual	0.00	
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Building Inspection & Code Enforcement Report for June 2015

- **Building Inspections completed:**
 - April: 142
 - May: 189
 - June: 190
- **Open Code Enforcement Cases at end of month:**
 - April: 251
 - May: 226
 - June: 197
- **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
 - June: (3) Liens: Mowing & debris removal \$857.09
- **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
 - May: (1) Lien: Mowing & Debris removal \$340.06

The City Council of the City of Seabrook met in regular session on Tuesday, July 07, 2015 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL

MAYOR

ROBERT LLORENTE

COUNCIL PLACE NO. 1

MIKE GIANGROSSO

COUNCIL PLACE NO. 2

GARY JOHNSON

MAYOR PRO TEM &

MELISSA BOTKIN

COUNCIL PLACE NO. 3

GLENN ADOVASIO

COUNCIL PLACE NO. 4

O.J. MILLER

COUNCIL PLACE NO. 5

GAYLE COOK

COUNCIL PLACE NO. 6

SEAN LANDIS

CITY MANAGER

XOCHYTL D. GREER

ASSISTANT CITY MANAGER

ROBIN HICKS

ASSISTANT CITY ATTORNEY

CITY SECRETARY

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

1.0 PRESENTATIONS

1.1 Presentation of a Certificate of Merit to Officer Derrick Christensen. (Wright)

Chief Wright presented a Certificate of Merit to Officer Christensen for his quick response, while at the courthouse to provide testimony in another case, in apprehending and holding a convicted felon who had run from officers in the courtroom.

1.2 Presentation of the Texas Comptroller 2015 Platinum Leadership Circle Award to Pam Lab and Michael Gibbs in recognition of the City of Seabrook's financial transparency. (Royal)

Mayor Royal presented the Platinum Leadership Circle Award to Pam Lab, Finance Officer, and Michael Gibbs, Assistant Finance Director. Ms. Lab explained this award was started about six years ago for excellence in preparation of easy to read and understand documents such as budget registers, financial statements, monthly reports, graphs, and charts. Last year this award was changed from gold to platinum, requiring submission of debt service information. 2015 is the second year Seabrook has won the Leadership Circle Award.

1.3 Presentation of the proposed Budget FY 2015-2016. (Cook)

Budget books were given to each Councilor, and Gayle Cook, City Manager, explained the books were for City Council's initial review of the budget. Budget workshops will be scheduled for later in the month to include more detailed discussion of individual budget items.

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS – None

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

Councilor Giangrosso announced several upcoming events.

3.0 SPECIFIC PUBLIC HEARING(S)

3.1 Proposed Ordinance No. 2015-14, "Amendment to the Official Street Map to Rename Second Street to Main Street." (Landis)

AN ORDINANCE AMENDING THE OFFICIAL CITY STREET MAP OF THE CITY OF SEABROOK, WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, CHAPTER 75, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES", ARTICLE 2, "STREETS", SECTION 75-26, "STREET NAMING AND NUMBERING MAP", BY RENAMING "SECOND STREET" TO "MAIN STREET", REQUIRING THAT THE "CITY STREET MAP" BE AMENDED TO REFLECT THIS CHANGE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

Mayor Royal opened the public hearing.

Sean Landis, Assistant City Manager and Director of Community Development, explained this ordinance is to rename Second Street to Main Street from Todville Road to Highway 146, for community and commercial economic development purposes. City staff has reviewed the proposed change, finds no impact to the eighteen businesses and three residents along the corridor, and recommends approval.

Ms. Sue Ruthstrom, 1501 Second Street, spoke in opposition to the name change, explaining she spoke with several citizens, including those involved in the historical preservation of Seabrook, and all were in agreement that a name change would impact a well known and significant historical street in Seabrook. She noted that calling a street Main Street does not make it the main street in a city or town, and the parking lot for Tookie's, the post office, and the wastewater treatment plant along Second Street do not seem like main street attractions. In addition, Ms. Ruthstrom identified economic losses to residential and commercial properties along the corridor in addition to the cost of changing maps and GPS information.

Having no additional speakers come forward, Mayor Royal closed the Public Hearing.

4.0 BID AWARDS

4.1 Consider approval of Request For Proposal (RFP) 2015-05 with Public Sector Personnel for a Comprehensive Compensation Study in an amount not to exceed \$25,000, and authorize city manager to execute an agreement for same, after review by city attorney. This is an unbudgeted item. (Cook and Sanchez)

Gayle Cook, City Manager, explained that in the last two strategic planning processes an element for organizational development was included, and Council discussed completion of a compensation study. The Request for Proposal was published, and staff is recommending Public Sector Personnel for cost (low bidder) and qualifications. It is recommended for the benefit of employees that an evaluation of positions and market data be completed every 10 years by a neutral outside party. The Police Department completed a compensation study in 2007, with remainder of City staff completing a study in 2008. This year's study would look at all positions, including police, and would begin a recurring 10 year compensation evaluation schedule.

Jose Sanchez, Human Resources Director, stated three proposals were received, with Public Sector Personnel being low bidder. A compensation study will help with employee retention and ensure that City of Seabrook is competitive with surrounding cities and attracting perspective employees. Human Resources personnel received recommendations from the Cities of Galveston and Pearland, which both spoke highly of this company. The study will include an evaluation of job descriptions and duties in comparison with the public and private sector market as well as a survey of other cities regarding job duties and salary data. The goal is to stay in the median in the market by making regular, incremental adjustments, to avoid having to make balloon increases in the future.

135
136
137 In response to a question about this being an unbudgeted item, City Manager confirmed
138 that after receipt of June revenues there will be over \$100,000 in surplus after approval of
139 this item and the other items Council has already approved.
140

141 Motion was made by Councilor Johnson and seconded by Councilor Botkin.
142

143 To approve Request For Proposal (RFP) 2015-05 with Public Sector Personnel for a
144 Comprehensive Compensation Study in an amount not to exceed \$25,000, and authorize
145 city manager to execute an agreement for same, after review by city attorney.
146

147 MOTION CARRIED BY UNANIMOUS CONSENT.
148

149 **4.2 Consider approval of Request for Proposal (RFP) 2015-06, with Blue Cross/Blue**
150 **Shield for employee health insurance renewal/purchase options and authorize city**
151 **manager to provide notice of termination to existing carrier and execute an**
152 **agreement, after review by city attorney, to purchase health insurance from a new**
153 **carrier if necessary in order to reduce costs. (Cook and Sanchez)**
154

155 Gayle Cook, City Manager, stated IPS advisors are used as benefits consultants who
156 manage the process of going out to market for benefits. RFP 2015-06 was only for
157 healthcare benefits, with multiple proposals were received and Blue Cross/Blue Shield
158 chosen as the provider. The market, as well as number and amount of claims paid, drives
159 benefits costs. Because Seabrook has not had a large number or amount of claims paid,
160 Blue Cross/Blue Shield is able to offer insurance at a cumulative decrease in cost of 11
161 percent across all tiers, to begin August 1. Three plans will be offered, with the
162 deductible for the core plan at \$1000, and a \$500 deductible for the buyout plan. A
163 number of co-pays are lower as well, with the overall savings going directly to
164 employees. In addition, if employees participate in the wellness program and get a
165 biometric screening, they will receive a \$100 discount on their deductible. Finally,
166 dependent coverage is currently paid 50% by the City, and in monitoring recruitment
167 strategies, it has been discovered that many cities are covering dependents at 60%.
168 Therefore, the proposal is for a 60/40 split in dependent coverage, which results in
169 approximately \$26,000 needed in the budget. Overall there is a \$75,000 savings.
170

171 Motion was made by Councilor Botkin and seconded by Councilor Miller.
172

173 To approve Request for Proposal (RFP) 2015-06, with Blue Cross/Blue Shield for
174 employee health insurance renewal/purchase options and authorize city manager to
175 provide notice of termination to existing carrier and execute an agreement, after review
176 by city attorney, to purchase health insurance from a new carrier if necessary in order to
177 reduce costs.
178

179 MOTION CARRIED BY UNANIMOUS CONSENT.

4.3 Consider approval of a proposal by MCA Communications for the Fiber Optics project that was approved in the November 2014 Bond Election in an amount not to exceed \$409,769.31, and authorize city manager to execute an agreement for same, after review by city attorney. (Szakacs)

George Szakacs, Director of Information Technology, explained that he and his staff took a longer than usual time to research on how to best build this network, and initially they looked at building a complete fiber optic network ring above ground on both sides of Hwy 146. Considering the fact that the Public Works building is moving to this side of the City, the proposal is to build the entire network underground, which is less expensive, more resilient, and lasts 2 to 3 times longer than aerial networks, and will take approximately five months to build. An underground network is not vulnerable to high winds because of hurricanes, and will be in good shape for decades after it is paid for, without any or rare maintenance costs. The phone system can be extended through this network with no additional phone or communications costs, and the radio system will be more resilient, working on a network connection, so that if City Hall is flooded, dispatch can be moved to another location, such as the Public Works building, with no interruption in service. The network can be configured behind one significant firewall, so that it is more secure, with the cables running 4 feet underground and easily located. It will cover all city buildings where there are employees, making a connection on the other side of Hwy. 146 unnecessary at this time. In the event the City decides to build a municipal building on the other side of 146 in the future, the plan is to run a dozen additional fiber cables at the Fire Station which will be ready to fuse and connect to the other side of 146. Finally, the City's ISO rating will be helped with the network providing an additional notification method to the fire department.

Motion was made by Councilor Llorente and seconded by Councilor Botkin.

To approve a proposal by MCA Communications for the Fiber Optics project that was approved in the November 2014 Bond Election in an amount not to exceed \$409,769.31, and authorize city manager to execute an agreement for same, after review by city attorney.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.0 CONSENT AGENDA

- 5.1 Approve proposed Resolution 2015-14, "Designation of 'Demolition Grant Project' for Authorized Economic Incentives," as recommended by the Seabrook Economic Development Corporation (SEDC). (Chavez)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, DESIGNATING THE DEMOLITION GRANT PROJECT FOR ECONOMIC INCENTIVES AND AS AN AUTHORIZED PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION.

- 5.2 Consider approval of proposed Resolution 2015-18, "Updated Amendment of Policy for Incentives for Neighborhood Empowerment Zones" as recommended by the SEDC. (Chavez)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, UPDATING AND AMENDING THE POLICY FOR INCENTIVES FOR NEIGHBORHOOD EMPOWERMENT ZONES 1, 2, 3, AND 4, INCLUDING INCENTIVES OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION, AS PROVIDED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED BY REFERENCE, WITH RELATED FINDINGS.

- 5.3 Approve proposed Resolution No. 2015-20, "Residential Traffic Management Policy." (Cook)**

A RESOLUTION OF THE CITY OF SEABROOK, TEXAS, ESTaBLISHING, APPROVING AND ADOPTING A RESIDENTIAL TRAFFIC MANAGEMENT POLICY FOR THE CITY OF SEABROOK.

- 5.4 Approve a parade permit for Bay Area Running Club's Annual 5-K Fun Run on Saturday, August 8 from 6:00 a.m. until 1:00 p.m. The event begins at Outrigger's and continues along Todville Road to Hammer St. and back. (Hicks)**

- 5.5 Approve an excused absence for Gary Johnson and O.J. Miller for the June 23, 2015 Council meeting. (Hicks)**

- 5.6 Approve the minutes of the June 23, 2015 regular City Council meeting. (Hicks)**

Motion was made by Councilor Giangrosso and seconded by Councilor Llorente.

To approve the Consent Agenda as presented.

MOTION CARRIED BY UNANIMOUS CONSENT.

END OF CONSENT AGENDA

271 **6.0 NEW BUSINESS**

272
273 **6.1 Consider approval of first reading of proposed Ordinance No. 2015-14,**
274 **"Amendment to the Official Street Map to Rename Second Street to Main Street."**
275 **(Landis)**
276

277 **AN ORDINANCE AMENDING THE OFFICIAL CITY STREET MAP OF THE**
278 **CITY OF SEABROOK, WHICH IS PART OF THE SEABROOK CITY CODE OF**
279 **ORDINANCES, CHAPTER 75, "STREETS, SIDEWALKS, AND OTHER**
280 **PUBLIC PLACES", ARTICLE 2, "STREETS", SECTION 75-26, "STREET**
281 **NAMING AND NUMBERING MAP", BY RENAMING "SECOND STREET" TO**
282 **"MAIN STREET", REQUIRING THAT THE "CITY STREET MAP" BE**
283 **AMENDED TO REFLECT THIS CHANGE; REPEALING ALL ORDINANCES**
284 **OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT**
285 **HEREWITH; AND PROVIDING FOR SEVERABILITY.**
286

287 Mayor Royal explained that this project started when there was discussion about
288 revitalizing Old Seabrook. The Seabrook Economic Development Corporation has taken
289 on Old Seabrook as a project to revitalize and encourage business in that area. He stated
290 that Old Seabrook is a very special area, and when looking at maps of the history of
291 Seabrook (1900-1910), Second Street was where everything was located: doctors'
292 offices, banks, and the general store. It was clearly the main street of the town. Mayor
293 Royal stated he would not be in favor of a name change if the street were currently
294 named after someone.
295

296 Gayle Cook, City Manager, stated staff has discussed a number of issues with the name
297 change. She spoke directly with the Post Office, and as long as they get a letter on
298 letterhead from the City regarding the change, there is no problem with making the
299 change. Sean Landis, Assistant City Manager and Director of Community Development,
300 reached out to the Texas Department of Insurance, and City will have to fill out a form
301 and submit it TDOI. TDOI did not indicate any hardship with this change. There seems
302 to be nothing overly burdensome for staff and hopefully not for residents and businesses.
303 Mayor Royal has talked to hundreds of people about this change, and tonight is the 3rd
304 person he's heard speak against it. The general consensus is that everyone wants
305 Seabrook to retain its character, which is primarily residential. Mayor Royal reiterated
306 that Council and staff have tried to be very respectful in talking with people, and people
307 realize what Council is trying to do with this name change. There is a proposal before
308 Seabrook Economic Development Corporation to reimburse residents and business up to
309 \$250 for costs associated with this change of address.
310

311 Councilor Botkin explained that she has spoken to older families in Seabrook, including
312 some of the founding families. At first these families were asking why Council wanted to
313 change the name, and she explained the connection to revitalization efforts. These
314 families ultimately expressed support for this proposition.
315

Ms. Cook stated that as part of the public hearing process, paper notifications were mailed to 500 people within a 200 foot radius, including 3 residences and 18 businesses along Second Street.

Councilor Johnson expressed concern that people do not always read their mail; and therefore, would not have received notification. Ms. Cook explained that the public hearing process allows clear, unbiased communication between Council and citizens. Face to face notification would require staff to bring the information back to Council, which would not give Council first-hand knowledge of people's reactions or concerns. Mr. Landis stated that the City has recently been advertising the master plan kickoff meeting, and through that process staff has been talking door to door to businesses and this name change has been a topic of discussion. There was mixed feedback, with some business owners supporting and some opposing. After the revitalization and economic development purpose was communicated, people were more supportive. Business owners were also told about tonight's public hearing.

Council wants everyone treated fairly. Councilor Llorente said economic development is important and this is a step in the right direction. Councilor Adovasio thinks the name change is necessary for positive growth. Councilor Miller believes Council does not want any owner to suffer hardship as a result of this change. Councilor Giangrasso believes this is the right step for various reasons.

Motion was made by Councilor Llorente and seconded by Councilor Adovasio.

To approve first reading of proposed Ordinance No. 2015-14, "Amendment to the Official Street Map to Rename Second Street to Main Street."

MOTION CARRIED BY UNANIMOUS CONSENT.

6.2 Consider approval of an addendum to an Incentive Agreement with Asparagus Group to allow an additional 180 days for completion of construction of improvements, as recommended by the SEDC. (Chavez)

Paul Chavez, Director of Economic Development, explained the Incentive Agreement with Asparagus Group requires milestones be completed by certain deadlines, and due to construction delays, not all milestones have been met. The Asparagus Group is making a 2nd request for an additional 180 days to complete construction. Seabrook Economic Development Corporation has approved this extension of the deadline. The new completion date is September 14, 2015, and Mr. Terrell has indicated he will be able to meet the new deadline.

Motion was made by Councilor Llorente and seconded by Councilor Giangrosso.

To approve an addendum to an Incentive Agreement with Asparagus Group to allow an additional 180 days for completion of construction of improvements, as recommended by the SEDC.

MOTION CARRIED BY UNANIMOUS CONSENT.

Councilor Llorente left the meeting at 8:20p.m.

6.3 Consider approval of proposed Resolution No. 2015-19, "Adoption of a Hazard Mitigation Plan." (Galyean and Landis)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, ADOPTING THE HARRIS COUNTY MULTI-HAZARD MITIGATION PLAN.

Jeff Galyean, Emergency Management, stated that since the Disaster Mitigation Act of 2000, Seabrook has been a partner with Harris County on their hazard mitigation plan. This year 28 cities partnered with Harris County to write a hazard mitigation plan that complies with the new FEMA standards. Jeff and his team have worked on this plan for over a year, which requires cities to be responsible for taking action to reduce long term risk to human life and property. There are 11 hazards that affect the City of Seabrook, and the plan requires two action items per hazard which will indicate how Seabrook will mitigate the hazard. Without a hazard mitigation plan, the City cannot get grant money or reimbursement from FEMA in the case of a disaster, and this plan must be in place before the City can apply for pre-mitigation grants. Partnering with Harris County allows the City to use the County's plan, and not have to pay for drafting its own plan. This plan can also be used as a flood mitigation plan, so there is no need to pay a third party company to draft one for the City. The Texas Department of Emergency Management and FEMA have both approved this plan, and now all partnering cities need to approve it.

Motion was made by Councilor Giangrosso and seconded by Councilor Miller.

To approve Resolution No. 2015-19, "Adoption of a Hazard Mitigation Plan."

MOTION CARRIED BY UNANIMOUS CONSENT.

7.0 ROUTINE BUSINESS

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

Gayle Cook, City Manager, reported as follows:

Hwy 146 – there is nothing at this time to report.

Strategic plan – the compensation study is an item on the plan, and Council will be given quarterly updates on the status of the study. Work on the splash pad is progressing slowly, as there continues to be delays due to weather. The fiber optics project will move forward. It will take a month to get all paperwork ready, then 5 weeks before digging starts. Actual construction will take 7 weeks or less. Projected completion of the project is five months. Meetings regarding the Public Works Building took place this week and projected completion is August 2016.

Master Plan – the July 30th kick off meeting and survey have been advertized. Community Development is working to get people to come to the meeting with door prizes and face to face notifications. 200 responses to the survey have been received, and it will stay open after the July 30 meeting.

Motion was made by Councilor Johnson and seconded by Councilor Botkin.

To approve the Action Items Checklist.

MOTION CARRIED BY UNANIMOUS CONSENT.

7.2 Establish future meeting dates and agenda items, specifically establishing Monday, July 13 at 6:00pm, Tuesday, July 14 at 6:00pm, and Wednesday, July 15 at 7:00pm as Special City Council Budget Meetings; cancelling the Tuesday, July 21 Regular City Council meeting and rescheduling on Tuesday, July 28. (Council)

Gayle Cook, City Manager, stated that Council vacation schedules were coordinated, and on July 21 there will be three Councilors unavailable. The quorum will be affected if a fourth Council Member is absent.

For Budget meetings, July 13-15 is a window with only one Council Member unavailable. The July 15th meeting will only take place if needed. On July 13 and 14, staff will cover all departments' budgets, CIP budget, and fire department budget. After the last budget workshop on July 14 or 15, there will not be another budget meeting until the tax rolls are provided.

451 Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 8:28 p.m.

452

453 Approved this 28th day of July 2015.

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Robin Hicks
City Secretary

Gary Johnson, Mayor Pro Tem



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, JULY 28, 2015

Submitter/Requestor: Cook

Date Submitted: 7/14/2015 11:35:23 AM

Presenter: Cook

Description/Subject:

Consider approval of the contract with Food and Vine Time Productions for production services of signature festival event on November 14, 2015 in an amount of \$35,000 out of the FY 2014-15 budget. This event was approved by City Council on 7/7/2015.

Purpose/Need: NA

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

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

Fiscal Impact:	Budgeted	Yes	Finance	Officer
	Budget Amendment Required	Yes	Review:	
	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 of the contract with Food and Vine Time Productions for production services of signature festival events for 2015-16 in an amount not to exceed \$35,000 out of the FY 2014-15 budget. This event was approved by City Council on 7/7/2015. (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.)



Professional Services Agreement with City of Seabrook and Food & Vine Time Productions

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement”) is made and entered into effective this ____ day of _____, 2015 (the “Effective Date”), by and between the CITY OF SEABROOK, whose address is 1700 First Street, Seabrook, TX 77586 (the “CITY”), and Food and Vine Time Productions, an individual proprietorship, (“CONTRACTOR”) whose principal business address is 13518 N. Tracewood Bend, Houston, TX 77077.

WHEREAS, the CITY desires to retain the services of CONTRACTOR; and

WHEREAS, CONTRACTOR desires to provide services to the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES AND DELIVERABLES.

a. Services. The CITY agrees to retain CONTRACTOR to provide:

Signature festival event focusing on the City of Seabrook featuring local businesses with the option of a charity benefactor chosen by Seabrook City Council. The 2015 event will focus on a one day event and is made the subject of this Agreement. The 2016 and 2017 events may expand to a two day event subject to approval and funding by the CITY. Events will include:

- i. Celebration Seabrook – the signature festival held on a Saturday in November of each year or mutually agreed time featuring all or a combination of:
 - 1. casual wine/beer tasting;
 - 2. children’s zone
 - 3. live music
 - 4. food trucks
 - 5. exhibits/vendors
 - 6. charity and
 - 7. auction
 - 8. restaurant/food sampling and sales plus charity fundraiser elements.

The date of the 2015 Festival shall be November 14, 2015, the date of the 2016 Festival shall be November 12, 2016, and the date of the 2017 Festival shall be November 11, 2017.

Attendees who are identified as legal drinking age pay admission to receive a tasting glass and wristband (identifying legal drinking age). All other attendees between 11 to 20 years of age pay a reduce cost admission to gain entrance into the festival. Sponsors will have access to event-goers with on-site display, distribution of materials and interactive experiences where appropriate. The event includes local vendors with merchandise sales tables, CITY and

CONTRACTOR dedicated promotional area in addition to the check-in tables, support tables (water/glasses/etc.), band and sponsor space as agreed to by CITY and CONTRACTOR. Ticket prices shall be determined by the CITY with consultation with CONTRACTOR.

- ii. Exclusive Friday evening event in 2016 and 2017. The date of the Exclusive Friday event for 2016 shall be November 11, 2016 and the Exclusive Friday event for 2017 shall be November 10, 2017, if subsequently approved by City Council. Details shall be determined the CITY with consultation with CONTRACTOR.
- b. Scope of Services. Scope of services outlining responsibilities of the CITY and of the CONTRACTOR is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”), and CONTRACTOR agrees to perform the subject Services.
- c. Deliverables. In addition to the Scope of Services identified in Exhibit A, CONTRACTOR shall provide the following deliverables, as appropriate:
 - i. Ownership. Any and all deliverables and other tangible materials produced by CONTRACTOR pursuant to this Agreement (the “Deliverables”) shall at all times be considered the property of the CITY. CONTRACTOR, and any approved consultants or assigns, agrees to and does hereby assign to the CITY all right, title and interest in and to the Deliverables. CONTRACTOR specifically acknowledges that all Deliverables shall be deemed, to the full extent permitted by applicable law, a “work made for hire” for the benefit of the CITY, provided that the CITY substantially performs its obligations, including prompt payment of all sums when due, under this Agreement.
 - ii. Electronic format. Deliverables required under this Agreement consisting of flyers, brochures, maps, plans, drawings or photographs, or any other materials that lend themselves to production in electronic format, as determined by the CITY, shall require CONTRACTOR to provide such deliverables to the CITY in both hard copy and one or more electronic formats acceptable to the CITY, unless otherwise directed by the CITY in writing. CONTRACTOR’s failure to comply with this requirement shall constitute a material breach of this Agreement. Acceptable electronic formats may include, but are not necessarily limited to:
 - Adobe Illustrator (.ai, .eps, .ps)
 - Adobe Photoshop (.psd)
 - Adobe Premiere (.prproj)
 - Adobe After Effects (.aep)
 - Final Cut Pro (.fcp)
 - Motion (.motn)
 - Images (.jpg, .tif, .gif, .png, .raw)
 - Video Files (.mov, .mpg, .mpeg, .mpe, m2v, .avi, .wmv)

Prior to beginning the Services, CONTRACTOR shall consult with the CITY to determine which electronic formats are acceptable.

- iii. Digital images. CONTRACTOR shall deliver any non-copyrighted, high resolution, illustrative, digital images directly to the CITY. Images will need to be suitable for reproduction of and dissemination in marketing materials and at City Council hearings and public presentations. CONTRACTOR shall affirm that the images do not violate copyright laws and shall indemnify and hold harmless the CITY from liability for any expense, cost, loss or damage resulting from any claim of copyright infringement arising from the CITY's use of the images as herein set forth.
- d. CONTRACTOR Representations. CONTRACTOR warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The CITY reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to CONTRACTOR.

2. FEES AND REIUMBURSEMENTS TO CONTRACTOR

- a. Production Fee. "Celebration Seabrook" is owned by the CITY and is the event that is the subject of this Agreement. For the term of the Agreement, the production fees paid to the CONTRACTOR shall be according to the approved budget by City Council and so noted in the following schedule below. *The CITY cannot commit funds outside of the approved fiscal year but agrees to reconsider the CONTRACTOR annually each year for this professional service.
 - 2015 \$35,000 November 14, 2015
 - 2016 \$38,500 November 11-12, 2016* (Proposed)
 - 2017 \$41,000 November 10-11, 2017* (Proposed)

*The 2016 and 2017 events are subject to Seabrook City Council approving the new event's budgets and plan in a separate action as an Addendum to this Agreement and after completion of the prior year event.

- b. Financial Responsibility of CITY.
CITY accepts financial responsibility for all approved operating costs associated with the operation of the Event as limited in **Exhibit B**.
- c. Deposits and Reimbursements:
The proposed budget in **Exhibit B** for the November 14, 2015. event was approved by City Council. If the actual cost of the services is less than the proposed budget in **Exhibit B**, the CITY shall compensate CONTRACTOR only up to the amount of such actual cost.

If cost of services is more than the proposed expense budget, the City Manager shall have authority to approve up to 20% increase. All other significant changes could be subject to reauthorization by City Council.

All Deposits for sponsorships shall be made payable to: City of Seabrook.

- d. Invoices. The CITY shall make payment within thirty (30) days after receipt and approval of invoices submitted by CONTRACTOR. Invoices shall identify the specific services or supplies for which payment is requested AND the line item number as noted in **Exhibit B**.

Production Fees for a November event will have the following payment schedule:

28% July 17
28% September 1
44% November 16

- ❖ Note: 20% of sponsor revenue to be paid to the seller (either CONTRACTOR and/or the CITY) upon the collection of the sponsorship payment with all sponsorships paid in advance of the event.

- e. Changed Conditions. CONTRACTOR specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the control of the CITY or persons acting on behalf thereof, which must be mutually agreed upon by the CITY and CONTRACTOR.

- i. A physical condition of the site of an unusual nature;
- ii. A condition differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in this Agreement; or

- iii. Force Majeure.

Nonperformance of the Artist

In the event of nonperformance of the Artist for any reason whatsoever, including, without limitation, interruption in or delay of transportation services, sickness or accident to Artist and/or if performance of the Artist is rendered impossible, the CONTRACTOR agrees to notify City and if feasible, CONTRACTOR agrees to make suitable alternate performance arrangements within a reasonable amount of time. Should Artist cancel and a mutually agreed upon future performance date cannot be reached, all previous payments, including deposit, will be refunded to the City.

Weather and Other Circumstances

CONTRACTOR shall, whenever possible, obtain a rain clause for reduction of fees due to inclement weather. In the event of inclement weather, war or acts of terrorism, emergencies, act of God, or any other cause or causes beyond the control of the Artist, Service Provider(s), the Contractor and/or City, it is agreed that there shall be no claim or action against Contractor. It is understood that this is an outdoor event where the risk of inclement weather may cause non-performance by the Artist.

- f. IRS Form W-9. If not already on file with the CITY, CONTRACTOR shall provide to the CITY a current, completed Internal Revenue Service Form W-9 not later than the date upon which CONTRACTOR submits its first invoice to the CITY for payment. Failure to provide

a completed Form W-9 may result in delay or cancellation of payment under this Agreement.

3. PERFORMANCE.

- a. Performance of the Services. CONTRACTOR shall, at its own expense, perform all work in a professional and workmanlike manner and shall furnish all labor, materials, tools, supplies, machinery, utilities and other equipment that may be necessary for the completion of the Services unless otherwise expressly provided in **Exhibit A** or attachments thereto.
- b. Permits. CONTRACTOR and each subcontractor shall be responsible for obtaining all permits required for the Services, and any professional licenses, if required, and CONTRACTOR shall submit for payment or reimbursement as outlined in approved budget in **Exhibit B**.
- c. Rate of Progress. CONTRACTOR acknowledges and understands that it is an essential term of this Agreement that CONTRACTOR maintain a rate of progress in performing the Services that will result in completion of the Services in accordance with this Agreement, and to that end, CONTRACTOR agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement and shall submit monthly progress reports to the CITY outlining the services provided in each month of this Agreement. CONTRACTOR agrees that all Services necessary prior to the Festival shall be completed no later than the week prior to the Festival in order to ensure that the Festival is ready for the day of the event.

4. TERM AND TERMINATION.

- a. Term. The Term of this Agreement for the November 14, 2015 event, shall be from the Effective Date until March 31, 2016, and all Services shall be completed to the CITY's satisfaction.
- b. Option Years. This Agreement includes the option for two one-year renewals or extensions by Addendum to include events in 2016 and 2017, to be awarded or exercised at the sole discretion of the CITY.
- b. Termination.
 - i. Generally. The CITY may terminate this Agreement without cause if it determines that such termination is in the CITY's best interest. The CITY shall effect such termination by giving written notice of termination to CONTRACTOR, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination. In the event of such termination by the CITY, the CITY shall be liable to pay CONTRACTOR for Services performed as of the effective date of termination, but shall not be liable to CONTRACTOR for consequential damages, including anticipated or lost profits. CONTRACTOR shall provide the CITY with an itemized invoice and receipts for any work performed as of the effective date of termination, as well as any work product associated with this Agreement which is the property of the

CITY. CONTRACTOR shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the CITY.

- ii. For Cause. If, through any cause, CONTRACTOR fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law (each, a “Breach”), the CITY shall have the right to terminate this Agreement for cause immediately upon written notice of termination to CONTRACTOR.

In the event that the CITY and CONTRACTOR have an issue that may be deemed as a breach by either party, a written request will be forwarded to the CITY or CONTRACTOR in an attempt to resolve the issues within fifteen (15 days) if timing of the event permits. If a resolution cannot be reached between the CITY AND CONTRACTOR, the CITY may exercise the option to terminate the agreement.

In the event of such termination by the CITY, the CITY shall be liable to pay CONTRACTOR for Services performed as of the effective date of termination, but shall not be liable to CONTRACTOR for consequential damages, including anticipated or lost profits. CONTRACTOR shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the foregoing, CONTRACTOR shall not be relieved of liability to the CITY for any damages sustained by the CITY by virtue of any Breach, and the CITY may withhold payment to CONTRACTOR for the purposes of setoff until such time as the exact amount of damages due to the CITY from CONTRACTOR is determined.

5. INDEMNIFICATION.

CONTRACTOR shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of CONTRACTOR or its employees, agents, representatives or other persons acting under CONTRACTOR’s direction or control in performing or failing to perform the Services under this Agreement. CONTRACTOR shall indemnify and hold harmless the CITY, its elected and appointed officials and its employees, agents and representatives (the “Indemnified Parties”), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of CONTRACTOR and/or its employees, agents or representatives or other persons acting under CONTRACTOR’s direction or control. If CONTRACTOR engages subcontractors to perform any part of the Services other than for the supply of goods, materials or supplies, CONTRACTOR shall include the provisions of this Section in any such subcontracts. The provisions set forth in this Section shall survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

6. INSURANCE.

- a. Commercial General Liability Insurance. CONTRACTOR shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability

insurance insuring CONTRACTOR, and naming the CITY as an additional insured, against any liability for personal injury, bodily injury or death arising out of the performance of the Services with limits no less than \$500,000 Each Occurrence/\$1,000,000 Annual Aggregate, combined single limit or equivalent. CONTRACTOR shall name the CITY as an Additional Insured and include a Waiver of Subrogation. The limits of such insurance shall not, however, limit the liability of CONTRACTOR hereunder.

- b. Comprehensive Automobile Liability Insurance. CONTRACTOR shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring CONTRACTOR with a limit no less than \$500,000 Each Occurrence, combined single limit or equivalent and naming the CITY as an additional insured and include a Waiver of Subrogation, against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by CONTRACTOR that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired.
- c. Workers' Compensation Coverage - Statutory Limits, including a Waiver of Subrogation and Employers' Liability:
 - Bodily Injury by Accident: \$500,000 - each accident
 - Bodily Injury by Disease: \$500,000 - each employee
 - Bodily Injury by Disease: \$500,000 - policy limit
- d. Evidence of Coverage. Before commencing work under this Agreement, CONTRACTOR shall furnish to the CITY certificates of insurance policies or upon request, insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. CONTRACTOR understands and agrees that the CITY shall not be obligated under this Agreement until CONTRACTOR furnishes such policies or certificates of insurance and endorsements. In the event the Term of this Agreement extends beyond the period of coverage for any insurance required herein, CONTRACTOR shall, not less than ten (10) days prior to the expiration of any such insurance coverage, provide the CITY with new certificates of insurance and endorsements evidencing either new or continuing coverage in accordance with the requirements of this Agreement.

7. NOTICES

Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered by courier or otherwise or three (3) days after being sent by certified mail, return receipt requested:

If to the CITY:

CITY Manager
CITY of Seabrook

If to CONTRACTOR:

Constance and Clifton McDerby
Food and Vine Time Productions

1700 First Street
Seabrook, TX 77586

13518 N. Tracewood Bend
Houston, TX 77077

8. GENERAL PROVISIONS.

- a. Independent CONTRACTOR and Partnership. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between CONTRACTOR and the CITY shall be as independent CONTRACTOR with scope of services outlined in **Exhibit A**, and neither the CITY nor CONTRACTOR shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. **CONTRACTOR is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither CONTRACTOR nor CONTRACTOR's employees, agents or representatives are entitled to workers' compensation benefits from the CITY.**
- b. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the CITY and CONTRACTOR shall be deemed to be only an incidental beneficiary under this Agreement.
- c. No Assignment. CONTRACTOR shall not assign this Agreement without the CITY's prior written consent.
- d. No Waiver. The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed as or deemed a waiver of any subsequent breach of such term, provision or requirement or of any other term, provision or requirement of this Agreement.
- e. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- f. Venue. Venue for this Agreement shall be exclusively within Harris County and any addendums shall be on a site chosen by the CITY, with the concurrence of the CONTRACTOR as identified during a site visit. Such site shall be the Event Venue as that term is used herein.

Acknowledgement of Open Records Act – Public Document. CONTRACTOR hereby acknowledges that the CITY is a public entity subject to the Texas Public Information Act, and as such, this Agreement may be subject to public disclosure thereunder.

[Remainder of this page intentionally left blank – signature page(s) follow(s).]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF SEABROOK

Gayle Cook, City Manager

Date: _____, 2015

ATTEST

Robin Hicks, City Secretary

APPROVED AS TO FORM:

Steve Weathered, City Attorney

Food and Vine Time Productions

Constance McDerby

Date: _____, 2015

Clifton McDerby

Date: _____, 2015

EXHIBIT A – SCOPE OF SERVICES

CONTRACTOR Provides:

1. Operation budget / Proforma (**Exhibit B**) for approval by CONTRACTOR & CITY;
2. Staffing/event execution/management and volunteer coordination;
3. Beverage procurement and possibility wine donation / facilitation of both events;
4. Coordination of volunteers as provided by CONTRACTOR & CITY;
5. Set-ups/tasting equipment/turnkey materials needs;
6. Recruitment of food trucks;
7. Advertising Partners/ad placement/ Public relations in conjunction with CITY approval;
8. Band selection and details in conjunction with CITY;
9. Security officer contracts with payment of security to jointly approved budget;
10. CONTRACTOR will be responsible for event set-up/breakdown and the CITY will serve as a coordination liaison;
11. Assistance with securing charity auction items as mutually agreed;
12. Supervision of local restaurant recruitment as guided by CITY (providing contacts and info);
13. Input for art development and logo and design of marketing materials (brochures, posters, etc.);
14. On-line ticket sales;
15. Contract support for sponsorship sales (development of sponsorship packages and fulfillment of sponsor on-site needs and activation). Note: all sellers of sponsorships/vendors retain 20% commission on total sale (Joint sales efforts is split evenly between CITY and CONTRACTOR) Commission is only issued as credit back to CITY or in the name of the CONTRACTOR. City employees and City Officials are not eligible for any personal reimbursement;
16. Maintain and update website and social media content;
17. Training session for volunteers;
18. Coordination with CITY on all promotional materials artwork, media content and media placement;
19. License procurement (TABC & Health Department);
20. Assist charity in completing paperwork and application needed for TABC charity auction permit with charity benefactor;
21. Order of tents, tables, stages, etc. and event equipment (*i.e.*, Tasting glasses design and order);
22. Design and order of signage (table, stage, sponsor, directional, etc.);
23. Public relations / media campaign in conjunction with CITY, charity benefactor and sponsors;
24. E-Blast to CONTRACTOR list of 20,000+ unique users/past ticket purchasers;
25. On-site staff/manning of exhibitor check-in, attendee check in and ticket sales booths; and
26. Post event reconciliation of financials and sponsor/vendor/restaurant/charity feedback and future improvement and growth recommendations within three weeks post event of immediate financials. Final settlement/payout within one week of receipt of all funds.

EXHIBIT A – SCOPE OF SERVICES (Continued)

CITY Provides:

1. Develop and host dedicated event website (host promotional content and/or video on site);
2. Design of official event logo and input in creation of marketing materials (posters, brochures, etc.);
3. Seabrook City Council may designate a local 501C3 benefactor for pass-through of alcohol donation facilitation with 3rd party charity benefactor. Guidance in selecting appropriate charity. If a benefactor is chosen, CONTRACTOR will work with CITY and designated charity to integrate all elements. Dedicated charity benefactor to set displays, bids, hire auctioneer if needed, manage auction sheets, last call, award winner, settlement of funds with bidders through check and credit card system;
4. Assistance with additional auction items as mutually agreed;
5. Dedicated Celebration Seabrook event team;
6. Dedicated committees or access to local organizations to secure community business sponsors and vendors;
7. Assistance with restaurant recruitment of local restaurants;
8. Provide CONTRACTOR an artisans/vendors list;
9. Support of pre-event ticket sales;
10. E-blasts and social media support by CITY;
11. Coordination with CONTRACTOR on all promotional materials artwork, media content and media placement;
12. Community communication and pre-event promotion at area chambers, organizations, etc.;
13. Inclusion in pre-event publications associated with CITY;
14. Support with public relations and press release coverage pre & post event as led by CONTRACTOR event champion;
27. Celebration Seabrook contract sponsorship sales for a percentage of 20% of the sponsorship sale for all sellers (Joint sales efforts is split evenly between CITY and CONTRACTOR); Commission is only issued as credit back to CITY or in the name of the CONTRACTOR. City employees and City Officials are not eligible for any personal reimbursement;
15. and
16. Post event reconciliation of financials and sponsor/vendor/restaurant/charity feedback and future improvements and growth recommendations within three weeks post event of immediate financials. Final settlement/payout within one week of receipt of all funds.

Revenue Details:

1. If a Charity Benefactor is approved for an event, the benefactor retains auction proceeds as mutually agreed by CITY and CONTRACTOR
2. For Sponsorships, a 20% commission fee paid to seller of sponsorships upon receipt of sponsor funds. Sponsorship checks are deposited with the CITY and a 20% commission check is made to Seller. In the case of joint sales efforts (CITY & CONTRACTOR) the commission is split evenly between both parties and the balance goes to operating fund.

EXHIBIT B – APPROVED BUDGET FOR NOVEMBER 14, 2015 EVENT

	HOTEL OCCUPANCY TAX FUND EXPENDITURES			
<u>1001</u>	Print Production, Advertising & Online Services			
1001-01 (HOT)	Graphic Design			\$1,000
1001-02 (HOT)	Rack Card & Poster			\$1,500
1001-03 (HOT)	Sponsor & Direction Signs			\$2,500
1001-04 (HOT)	Banner			\$500
1001-05 (HOT)	Stage Banner			\$350
1001-06 (HOT)	Wristbands			\$250
1001-07 (HOT)	Website Fees			\$550
1001-08 (HOT)	Online Ticket Fees			\$1,836
1001-09 (HOT)	Radio			\$15,000
1001-10 (HOT)	eBlast			\$100
1001-11 (HOT)	Social Media			\$3,000
1001-12 (HOT)	PR/Media			\$8,000
	Total HOT Expenditures			\$34,586

	EVENT EXPENDITURES			
<u>1002</u>	<u>Venue, Rentals & Supplies</u>			
1002-01	Lot Rental			\$500
1002-02	Fencing			\$3,000
1002-03	Shuttles			\$2,000
1002-04	Equipment/Generators			\$2,000
1002-05	Tents			\$16,000
1002-06	Souvenir Glasses			\$1,500
1002-07	Table Cloths			\$250
1002-08	Ice			\$1,500
1002-09	Utensils/Dump Buckets			\$108
1002-10	Truck Rental			\$487
1002-11	Office Supplies			\$500
1002-12	Paper Supplies			\$200
1002-13	Sanitation Stations			\$125
1002-14	Porta-Let			\$1,800
1002-15	VIP Décor			\$2,000
				\$31,970

<u>1003</u>	<u>Entertainment</u>			
1003-01	Bands			\$20,000
1003-02	Stage & Sound			\$4,000
1003-03	Kid Activities			\$5,000
				\$29,000

<u>1004</u>	<u>Alcohol</u>			
1004-01	Beer			\$1,500
1004-02	Wine			\$5,000
				\$6,500

<u>1005</u>	<u>Permits, Insurance</u>			
1005-01	Health Permit			\$1,125
1005-02	TABC Permit			\$462
1005-03	Charity Auction Permit			\$241
1005-04	Weather Insurance			\$5,550
1005-05	Weather Observation			\$400
1005-06	Insurance			\$1,800
				\$9,578

<u>1006</u>	<u>Labor & Additional Expense</u>			
1006-01	Security			\$4,800
1006-02	Contract Labor			\$4,000
1006-03	Gate Staffers			\$3,400
1006-04	Volunteer Expense			\$400
1006-05	Food			\$500
				\$13,100

<u>1007</u>	<u>CONTRACTOR Fees</u>			
1007-01	Sponsor Commission Fees (20%- Show Deduction on Invoice)			\$3,500
1007-02	Production Fee			\$35,000
				\$38,500

	Total Expenditures			\$128,648
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Agreement for Public Pedestrian Overpass

This Agreement (the "Agreement") is executed as of April 1, 2008, between the City of Seabrook, a home rule municipality of the State of Texas (the "City") and Waterfront Ventures, L.L.C., a Texas corporation (the "Permittee").

Whereas, Permittee is the owner of that certain real property/restaurant generally referred to as Outriggers Seafood Grill (the "Business") with street address of 101 Bath Street, Seabrook, Texas 77586, being situated in near proximity to the City of Seabrook boat ramp (Boat Ramp); and

Whereas, Permittee desires that the Business be connected by an elevated public pedestrian bridge across the Seabrook Slough, (the "pedestrian bridge") for purposes of commuting between the Boat Ramp and Bath Ave, as more fully depicted in the attached Exhibit A, to facilitate ingress and egress from the Business by patrons, the general public, and in the interest of public convenience, health, safety and welfare; and

Whereas, plans for the pedestrian bridge have been submitted to the Department of the Army and approved, as more particularly described in the Department of the Army letter dated January 30, 2008 (referencing Permit No. SWG-2007-01649) attached hereto as Exhibit A, and incorporated by reference for all purposes (the "Corp Permit"); and,

Whereas, it is specifically understood by Permittee that the location of the pedestrian bridge is in an area for planned road construction by TxDot expansion, and in addition that the Corp Permit provides for the removal, relocation or other alteration of the pedestrian bridge as determined by the Corp of Engineers, and that the City shall not be responsible for any damages, costs or expenses to Permittee for such removal, relocation, or alteration, but which the parties speculate will not occur for ten (10) years; and

Whereas, it is the intent of the Parties hereto that the performance of this Agreement shall occur in two distinct stages, the first being acceptance of the basic terms and conditions contained herein as shown by the Parties execution below, and the final stage being upon City determination of acceptance of the pedestrian bridge on a subsequent date as provided hereafter, referenced "Acceptance of Pedestrian Bridge", the performance of which is required for this Agreement to be effective; and

Whereas, the City is vitally interested and encourages the removal of pedestrian traffic insofar as practicable from the public rights of way, the increased ingress and egress created by the subject public pedestrian overpass, and therefore favors the construction of the pedestrian bridge, and finds that the same will aid the public health, safety and welfare and will be in the best interest of the City pursuant to terms and conditions contained hereafter;

Now therefore, in consideration of the facts and matters set forth in this preamble, which are found to be true and correct and form the basis of this Agreement, the City agrees with Permittee as follows:

The City accepts and grants the application of the Permittee made to City on April 1, 2008, and grants to Permittee permission to construct and use the pedestrian bridge, as more fully depicted in Exhibit A, to facilitate ingress and egress between Business and Boat Ramp, subject to the following conditions:

1. All surveys, site plans and other necessary documents shall be prepared by the Permittee at its expense. The pedestrian bridge shall be constructed by the Permittee according to the plans and specifications prepared by the Permittee and approved by the Department of the Army through the Corps of Engineers and the City Engineers, specifically including the Corp Permit attached hereto as Exhibit A. The decision of the City as to any disputes in the manner, nature and character of construction shall be final. All plans and specifications shall be submitted and approved by the City before any construction with regard to the pedestrian bridge shall be commenced.

2. The Permittee shall pay all costs and expenses for the design, construction, maintenance and repair of the bridge until accepted by City in the space provided hereinafter.

3. The pedestrian bridge shall be so constructed and maintained as not to interfere with the public use of the Boat Ramp and the rights of the abutting and adjoining property owners.

3. The bridge shall, at all times, be operated in compliance with the Corp Permit(s) issued by the Department of the Army through the Corps of Engineers, and all laws, ordinances, rules, regulations and orders of any governmental agency or authority having jurisdiction over the pedestrian bridge. The construction shall be done pursuant to all the laws and regulations of any governmental agency applicable to it.

4.. No part of the pedestrian bridge shall be used for or in the sale or consumption of any food or beverages, fishing, or for any other commercial use or any display, except as provided herein. The pedestrian bridge shall be exclusively for pedestrian passage only.

5. During the construction of the pedestrian bridge and from thereafter the City shall have the right to inspect the bridge for the purpose of determining whether it is built according to plans and specifications and thereafter, its state of repair. Upon completion of the construction of the bridge, and prior to its acceptance by the City and

commencement of operations, the City shall be furnished at the expense of the Permittee, a certificate from an independent professional engineer, registered in Texas, to the effect that the pedestrian bridge was constructed according to the plans and specifications and in accordance with generally accepted engineering standards.

6. After acceptance by City, and for ten (10) years thereafter, (unless removal, relocation, or alteration is earlier required) the pedestrian bridge shall be maintained and repaired at the sole cost and expense of the City in a state of good repair in accordance with the generally accepted standards by the City for similar structures.

7. The pedestrian bridge shall be named "The Outrigger's Bridge." The name shall be used to designate the bridge for a minimum of ten (10) years after City acceptance, the date of which is denoted hereafter, and subsequently unless/until the bridge is required to be removed, altered, relocated or demolished.

8. The City agrees, as soon as practicable, to repair or replace the bridge in the event of fire or other casualty occurring within ten (10) years after City acceptance of the pedestrian bridge, but not thereafter. The City, further agrees to continuously carry fire and extended coverage insurance on the pedestrian bridge in amounts sufficient to ensure the prompt repair or replacement of the pedestrian bridge in the event of a fire or other insured occurrence. The City further agrees, continuously to carry public liability insurance as it would other improvements of the City. Notwithstanding anything herein to the contrary, the City shall not be required to pay any damages, costs or expenses to Permittee should there be a requirement to remove, alter, relocate or demolish the pedestrian bridge, as provided herein.

9. The City will operate the pedestrian bridge in the manner set forth above for not less than ten (10) years after the acceptance date. In the event that the City determines that the level of use/participation is not sufficient to justify continued operation of the pedestrian bridge after the initial 10 year term, it shall give the Permittee thirty (30) days' notice of intention to terminate the use of the bridge. After such notice period the bridge may be removed by the City, at its cost, without any further notice.

10. This Agreement and the permission/permit granted by it shall be revocable by the City for any of the following:

- a. In the event that the space or aerial easement occupied by the pedestrian bridge, shall be required by the City, the State of Texas, the United States, or any of its departments/agencies for a paramount municipal/governmental use or purpose;

- b. In the event that the pedestrian bridge shall be used for any purpose other than pedestrian passage from the boat ramp to the Business;
- c. In the event that the use of the pedestrian bridge shall be maintained in such a manner as to constitute a public nuisance; or
- d. In the event that use of the pedestrian bridge shall be declared by any court of competent jurisdiction to be an unlawful structure above a public street/right of way.
- e. In the event of any act or omission of the Permittee constituting cause for such revocation under any other clause of this Agreement or under law or City ordinance.

The revocation shall be effective upon thirty (30) days' written notice to Permittee, delivered to:

PERMITTEE:

Waterfront Ventures, L.L.C., a Texas corporation
Attention : Frank Samperi
P.O. Box 1012
Seabrook, TX 77586

CITY:

Attention City Manager
1700 First Street
Seabrook, TX 77586

11. The term of this Agreement and of the permission/permit and easement under it shall be for a term of ten (10) years unless sooner terminated in accordance with conditions contained herein or law; and upon its termination the City, at its own expense, may remove the pedestrian bridge without damage to Business and will restore Business to its present condition subject to changes in the street, boat ramp, right of way or City property not in any way due to the pedestrian bridge or the Permittee's use of it.

12. This Agreement shall be fully binding upon the parties, successors and assigns of the parties.

City of Seabrook, Texas

A Home Rule Municipal Corporation

Attest: _____
City Secretary

By: _____
Mayor

Permittee

**Waterfront Ventures, L.L.C., a Texas
corporation**

By Authorized Officer: _____

Title: _____

**Acknowledgment by City of Seabrook of Acceptance of Pedestrian
Bridge**

Acceptance of Pedestrian Bridge this ____ day of _____, 2015:

City of Seabrook, Texas

By: _____
Mayor

Attest:

By: _____
City Secretary

Seabrook City Council
Minutes of April 1, 2008
Page 8

316
317 MOTION CARRIES BY MAJORITY VOTE.
318

319 Mayor Riley then called for a vote to approve the motion as amended, that is, to
320 approve the agreement as presented with the cover letter.
321

322 Ayes: Riley, Diegelman, Morrell, Renola.

323 Nays: Braccio, Dunphey.
324

325 MOTION CARRIES BY MAJORITY VOTE.
326

327 **4.4 Consider approval of an agreement between the City of Seabrook and**
328 **Waterfront Ventures, LLC for construction of a public pedestrian bridge**
329 **over the Seabrook slough. There is no cost to the city for this item. (Pinto)**
330

331 Motion was made by Councilor Renola and seconded by Councilor Morrell
332

333 To approve the agreement.
334

335 In answer to council questions, Mr. Pinto stated that the bridge will become city
336 property after constructed and if damaged or destroyed the city will be
337 responsible.
338

339 Ayes: Riley, Diegelman, Dunphey, Morrell, Renola.

340 Nay: Braccio.
341

342 MOTION CARRIES BY MAJORITY VOTE.
343

344 Motion was made by Councilor Morrell and seconded by Councilor Braccio
345 To revisit this item.
346

347 MOTION CARRIES BY UNANIMOUS CONSENT.
348

349 Motion was made by Councilor Morrell and seconded by Councilor Diegelman
350

351 To ask EDC to look into maintaining the bridge for the life of the bridge.
352

353 Ayes: Riley, Braccio, Diegelman, Dunphey, Morrell.

354 Nay: Renola.
355

356 MOTION CARRIES BY MAJORITY VOTE.
357

358 **4.5 Consider a report from the City Manager concerning the enforcement of**
359 **traffic violations within the city as requested by Council at the March 18,**
360 **2008 meeting. (Council)**

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	
32		OPEN/IN WORK	2/17/2015			Staff			6.1	Provide periodic project updates	

July 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2 Open Space & Trails Committee 5:00pm	3 City offices closed for 4th of July holiday	4 4th of July Kids' Parade
5	6	7 Regular City Council Meeting 7:00pm	8 Summer Fun in the Park	9 EDC 7:00pm	10	11
12	13 Special City Council Budget Meeting 6:00pm	14 Special City Council Budget Meeting 6:00pm	15 Special City Council Budget Meeting 7:00pm	16 P&Z 7:00pm	17	18
19	20	21 Regular City Council meeting cancelled	22 Summer Fun in the Park	23	24	25
26	27	28 Regular City Council Meeting 7:00pm	29	30 Master Plan Public Meeting 7:00pm (Bay Elementary)	31	

August 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Summer Fun in the Park Swim n Movie Night
2	3	4 Regular City Council Meeting 7:00pm	5	6 Open Space & Trails Committee 5:00pm	7	8
9	10	11	12	13 EDC 7:00pm	14	15 Summer Fun I n the Park
16	17	18 Regular City Council Meeting 7:00pm	19	20 P&Z 7:00pm HCMCA meeting	21	22
23	24	25	26	27	28	29
30	31					

September 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		<i>1</i> Regular City Council Meeting 7:00pm	<i>2</i>	<i>3</i> Open Space & Trails Committee 5:00pm	<i>4</i>	<i>5</i>
<i>6</i>	<i>7</i> Labor Day City offices closed	<i>8</i>	<i>9</i>	<i>10</i> EDC 7:00pm	<i>11</i>	<i>12</i>
<i>13</i>	<i>14</i>	<i>15</i> Regular City Council Meeting 7:00pm	<i>16</i>	<i>17</i> P&Z 7:00pm	<i>18</i>	<i>19</i> Kids' Fish
<i>20</i>	<i>21</i>	<i>22</i>	<i>23</i>	<i>24</i>	<i>25</i>	<i>26</i>
<i>27</i>	<i>28</i>	<i>29</i>	<i>30</i>			

**MEMORANDUM OF SETTLEMENT AGREEMENT
CITY OF SEABROOK AND PORT OF HOUSTON AUTHORITY**

This Memorandum of Settlement Agreement (the "Agreement") is entered into as of the date last set forth beneath the parties' signatures below (the "Approval Date"), by and between the City of Seabrook, Texas, a home rule municipality ("Seabrook"), and the Port of Houston Authority of Harris County, Texas, a governmental subdivision of the State of Texas ("PHA"), with reference to the following:

- A. PHA is the owner of certain real property as depicted on Exhibit "A" to this Agreement (the "Bayport Property").
- B. PHA holds Department of the Army Permit No. 21520 (the "Permit") authorizing, among other things, the development of a container terminal and cruise terminal (collectively, the "Terminals") on the Bayport Property.
- C. In connection with the development of the Terminals, PHA has sought to acquire (i) the real property depicted on Exhibit "A" (the "Acryl I Property"), in the matter entitled *Port of Houston Authority v. American Acryl, NA LLC, et al.*, Cause No. 774,891 in the County Civil Court at Law No. 3 of Harris County, Texas (the "Acryl I Suit") and (ii) the real property depicted on Exhibit "A" (the "Acryl II Property"), in the matter entitled *Port of Houston Authority v. American Acryl, NA LLC, et al.*, Cause No. 806,268 in the County Civil Court at Law No. 3, Harris County, Texas (the "Acryl II Suit").
- D. Portions of the Bayport Property, and the Acryl I Property and the Acryl II Property, are located within the city limits of Seabrook, as depicted on Exhibit "A."
- E. Seabrook has intervened in the Acryl I Suit (the "Seabrook Intervention"), to challenge PHA's right to acquire the Acryl I Property, and has appealed the County Civil Court's ruling in the Acryl I Suit in the matter entitled *The City of Seabrook, Texas v. Port of Houston Authority*, Cause No. 01-04-00925 in the Court of Appeals for the First District of Texas at Houston, Texas (the "Seabrook Appeal"), which is now before the Texas Supreme Court under Case Number 06-0566.
- F. Seabrook maintains that PHA's construction of the Terminals has caused or is related to sedimentation of Pine Gully in Seabrook as depicted on Exhibit "B" ("Pine Gully"). PHA disputes these claims. The parties' disagreement with respect to such matters is termed the "Pine Gully Dispute."
- G. The Official Zoning Map and the Comprehensive Zoning Ordinance of Seabrook (the "Zoning Ordinance") provides that portions of the Bayport Property are within L-I and Residential zoning districts. PHA maintains that Seabrook's power to zone property does not extend to any property that may be owned by the PHA within Seabrook, and that Seabrook cannot use its zoning powers to prevent or restrict the exercise of PHA's port development authority. Seabrook disputes these claims. The parties' disagreement with respect to such matters is termed the "Zoning Dispute."

H. Seabrook previously requested relocation of the proposed PHA rail switchyard outside of its city boundaries pursuant to a study conducted by PHA, which included this option; however, due to objections of other municipalities, it was determined that Seabrook's request for placement of the rail switchyard outside of its boundaries was not a viable option. The parties' disagreement with respect to such matters is termed the "Rail Dispute."

I. Seabrook and PHA each recognize that there are legal limitations on governmental entities, including authority to surrender, delegate or barter away governmental functions, and understanding such limitations, each now desire to utilize their best efforts to finally settle and resolve the Seabrook Intervention, the Seabrook Appeal, the Pine Gully Dispute, the Zoning Dispute, and the Rail Dispute, on the terms and conditions set forth herein. As further essential elements of that settlement, Seabrook and PHA desire to (i) provide for the joint improvement of Pine Gully, (ii) provide for the conveyance of a portion of the Bayport Property as illustrated on Exhibit "A" and described by metes and bounds in Exhibit "C" (the "Park Property") by PHA to Seabrook pursuant to the terms hereof, (iii) provide for disannexation from Seabrook of certain portions of the Bayport Property and, following their acquisition by the PHA, the Acryl I Property and the Acryl II, as illustrated on Exhibit "A" (collectively, the "Industrial District Property"), and (iv) enter into an Industrial District Agreement, in order to establish certain guidelines, standards, and agreements to govern improvement and use of the Industrial District Property. The parties consider that such a settlement would be in the best interests of each, and that proceeding with the measures described herein will assist PHA's construction and operation of the Terminal, enhance the economic stability and growth of Seabrook, and provide economic development with Harris County.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seabrook and PHA agree as follows:

1. Resolution of the Seabrook Intervention and the Seabrook Appeal.

a. The parties acknowledge that they shall advise the County Civil Court in the Acryl I Suit and the Texas Supreme Court of the fact that Seabrook and PHA have settled their disputes subject to the terms and conditions hereof.

b. As soon after the Effective Date (as defined below) as reasonably possible, the parties shall cause their respective counsel to file with the Texas Supreme Court in the Seabrook Appeal a Joint Motion to Dismiss the Appeal, and shall take all other actions and execute all other documents necessary to obtain entry of a Final Judgment in the Seabrook Appeal, in form and substance reasonably acceptable to the parties and their respective counsel.

c. As soon after the Effective Date as reasonably possible, Seabrook shall cause its counsel to file with the County Civil Court in the Acryl I Suit a Motion to Dismiss its Claims with Prejudice, incorporating the terms of this Agreement for matters within the jurisdiction of such Court, in form and substance reasonably acceptable to the parties and their respective counsel, and shall take all other actions and execute all other documents necessary to obtain dismissal of

Seabrook's claims in the Acryl I Suit, in form and substance reasonably acceptable to the parties and their respective counsel.

d. Seabrook agrees not to further intervene in the Acryl I Suit, or intervene in the Acryl II Suit.

2. Pine Gully.

a. In the interest of resolving the Pine Gully Dispute, each of the parties has contracted with the Galveston Bay Foundation ("GBF"), under substantially identical agreements providing for equal shares of responsibility and reimbursement in all respects, to investigate and mitigate sedimentation of Pine Gully in Seabrook (the "Pine Gully Project"). In connection therewith, GBF engaged the engineering firm Moffat & Nichols ("M&N") to assist with Pine Gully Creek – Phase I of the Pine Gully Project, as described under the heading of "PHASE I SCOPE OF WORK" in M&N's letter of June 7, 2007.

b. The parties agree to further contract with GBF, under substantially identical agreements acceptable to the parties and providing for equal shares of responsibility and reimbursement in all respects (individually, a "Pine Gully II Agreement"), to assist with Pine Gully Creek – Phase II of the Pine Gully Project ("Pine Gully Project – Phase II"), provided that the cost thereof incurred by each party shall not exceed \$36,400. The parties agree and stipulate that they each have available funds for the expenditure of the subject costs. The parties agree that Pine Gully Project – Phase II shall consist of preliminary engineering design and permitting of the Pine Gully Project, as further described under the heading of "PHASE II OUTLINE OF WORK" in M&N's letters of June 7, 2007 and October 5, 2007. It is the express understanding and intent of the parties that the GBF shall be the permittee of the Pine Gully Project and shall apply for such permits (collectively, the "Pine Gully Permits") on or before one hundred twenty (120) days following the Approval Date.

c. The parties agree to further contract with GBF, under agreements acceptable to the parties providing for equal shares of responsibility, and that PHA shall bear the costs of the work (individually, a "Pine Gully III Agreement"), to assist with Pine Gully Creek – Phase III of the Pine Gully Project ("Pine Gully Project – Phase III"), provided that the cost thereof incurred by the PHA shall not exceed \$302,200. In the event the cost of Pine Gully Project – Phase III exceeds, or is expected to exceed, such amount, the parties shall attempt to resolve the matter using the procedures set forth in Section 10 below. The parties agree that Pine Gully Project – Phase III shall consist of the final design and construction services phase of the Pine Gully Project, as further described under the heading of "PHASE III OUTLINE OF WORK" in M&N's letters of June 7, 2007 and October 5, 2007, and with terms providing for construction to begin on or before three (3) months after GBF obtains all the Pine Gully Permits. It is the express understanding and intent of the parties that the GBF shall manage construction of the Pine Gully Project. The Pine Gully III Agreement shall also provide that GBF shall use its reasonable best efforts to diligently complete the Pine Gully Project – Phase III after obtaining all the Pine Gully Permits and the funds required to complete it.

d. The parties further agree that PHA shall commit and/or set aside an additional \$200,000 that would be available during a period of three (3) years from the completion of the re-vegetation of Pine Gully at the end of Phase III, with such funds to be applied by GBF to any expenditures required for additional rehabilitation of Pine Gully only if future problems, such as re-sedimentation of Pine Gully, arise within that three-year period (Pine Gully Project – Phase IV). The criteria of Pine Gully Project – Phase IV are set forth in Exhibit B-1. PHA stipulates that it has currently available funds for the obligations required herein.

e. The parties acknowledge that they have cooperated to obtain third-party funding for the Pine Gully Project. The parties agree that any third-party funds, including any CEPRA grant funds from the Texas General Land Office, shall be applied to permissible expenditures relating to the design/permit and/or restoration of Pine Gully, and that funds that Seabrook and/or PHA would have otherwise spent, as described above, shall be applied as necessary to cover monitoring costs associated with Pine Gully restoration. It is further agreed that any remaining funds intended for Phase II or Phase III shall be available for enhancement and improvement of Pine Gully Park within the time limitations of Pine Gully Project – Phase IV in the manner requested by Galveston Bay Foundation and approved by the parties. The parties shall continue to reasonably cooperate to obtain third-party funding.

3. Park Property.

a. The parties agree that contemporaneously with the dismissal of the Seabrook Intervention and Seabrook Appeal as described herein, PHA shall transfer to Seabrook, and Seabrook shall accept conveyance of, the approximately forty one (41) acres comprising the Park Property and more particularly described in Exhibit “C.” PHA shall transfer the Park Property by quitclaim deed in form and substance reasonably acceptable to the parties and their respective counsel (the “Quitclaim Deed”), and pursuant to closing instructions that the parties may enter into containing such provisions as are reasonably acceptable to the parties.

b. The parties acknowledge and agree, and the Quitclaim Deed shall incorporate provisions, that:

i. PHA makes no representations or warranties, express or implied, with respect to any aspect of the Park Property.

ii. Seabrook is receiving the Park Property strictly in “AS-IS, WHERE-IS, AND WITH ALL FAULTS” condition, and Seabrook accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Park Property.

iii. Seabrook has made, or will make prior to the transfer of the Park Property, its own inspection and investigation of the Park Property, and is agreeing to accept transfer and conveyance of the Park Property based upon its own inspection and investigation and not in reliance on any statement, representation, inducement or agreement of PHA except as specifically provided herein.

iv. Seabrook agrees that neither PHA nor anyone acting on its behalf has made any representation, guarantee, or warranty whatsoever, either written or oral, concerning the Park

Property.

v. PHA shall not have any responsibility, liability, or obligation hereunder subsequent to transfer and conveyance of the Park Property with respect to any conditions, or as to any other matters whatsoever, respecting in any way the Park Property.

c. The parties acknowledge and agree, and the Quitclaim Deed shall incorporate, provisions restricting use of the Park Property to public park purposes by Seabrook, and providing for preservation in natural condition of that portion of the Park Property within one hundred (100) yards south of Pine Gully, and for development for park purposes of the remainder of the Park Property no later than fifteen (15) years following the Effective Date. It is specifically understood and agreed that notwithstanding any provision in this Agreement or any other agreement to the contrary, that there shall be no other condition or event for which the Park Property shall revert to PHA.

d. The parties acknowledge that transfer of the Park Property, and preservation and use as provided herein, substantially assist in mitigation of the effects of operation of the Terminal, and settlement of the parties' disputes.

4. Non-Terminal Improvements.

a. Berm and Trail System.

i. Berm Routing and Development. PHA agrees to construct a non-continuous berm on the south border of the Terminals, as depicted on Exhibit "D" (the "Berm"), on the terms and conditions provided herein.

x. PHA agrees to construct the portions of the Berm west of the intersecting Commercial Road (as defined below), as depicted on Exhibit "D" and Exhibit "E" (the "West Berm"), prior to PHA's construction of the Exterior Rail Line (as defined below) for cargo operations. PHA shall complete landscaping of the West Berm as soon as reasonably possible in connection with such construction. Completion of construction and landscaping shall be subject to approval of any third-party permits required in connection therewith, and weather and other conditions of force majeure.

y. PHA agrees to construct the portions of the Berm east of the intersecting Commercial Road, as depicted on Exhibit "D" (the "East Berm"), prior to PHA's construction of the remainder of the Terminal rail line as shown on Exhibit "D" for cargo operations. PHA shall complete landscaping of the East Berm as soon as reasonably possible in connection with such construction. Completion of construction and landscaping shall be subject to approval of any third-party permits required in connection therewith, and weather and other conditions of force majeure.

ii. Berm Specifications. PHA agrees that height, width, and landscaping of the Berm shall comply in all respects with the specifications provided for in the Permit, and set forth in Exhibit "E."

iii. Trail System.

x. The parties shall cooperate to plan a trail system south of the Berm, in the areas depicted on Exhibit "A" (the "Trail System"), to become a portion of the established network of hike and bike trails in Seabrook.

y. PHA agrees to dedicate easements for applicable portions of the Trail System prior to the commencement of Seabrook's improvement of such portion(s) of the Trail System. The instrument(s) dedicating the Trail System shall provide that Seabrook shall improve, or cause third parties to improve, and maintain, and bear responsibility for use of the Trail System, and shall otherwise be in form and substance reasonably acceptable to the parties and their respective counsel.

z. The parties acknowledge that dedication of the Trail System as provided herein substantially assists in mitigation of the effects of operation of the Terminal, and settlement of the parties' disputes.

b. Commercial Road.

i. Routing. The parties agree upon the routing of a new commercial road within Seabrook as depicted on Exhibit "E" (and labeled in the exhibit "Prop. Cruise Road") (the "Commercial Road"). The parties acknowledge that the configuration of the West Berm and Commercial Road are related to one another, and therefore any change in the configuration of either the West Berm or Commercial Road shall require consideration of the impact of any such reconfiguration on both, and the consent of both parties. The parties acknowledge that a portion of the Bayport Property located within the city limits of Seabrook adjoins the Commercial Road, as depicted on Exhibit "A" (the "PHA Commercial Property").

ii. Dedication. Contemporaneous with the Effective Date, PHA shall dedicate for public use those portions of the Commercial Road located on the Bayport Property for formal acceptance by Seabrook. The parties acknowledge that the width of such dedicated property shall total eighty six (86) feet. The instrument dedicating such portions of the Commercial Road shall not require PHA to improve, maintain, or bear responsibility for use of the Commercial Road, and shall otherwise be in form and substance reasonably acceptable to PHA and the grantee, and their respective counsel. The parties acknowledge that dedication of the Commercial Road substantially assists in mitigation of the effects of operation of the Terminal, and settlement of the parties' disputes.

iii. Improvement. The parties acknowledge that at this time no mechanism exists for the improvement, maintenance, or ownership of the Commercial Road. However, the parties shall reasonably cooperate, at no obligation to incur any expense, to obtain the improvement of Commercial Road in compliance with the specifications set forth in Exhibit "G." The parties shall in addition reasonably cooperate, at no obligation to incur any expense, to request that a suitable third-party government agency own and maintain the Commercial Road. The parties acknowledge that in the event reasonable changes in the specifications and routing of Commercial Road are required to

obtain its improvement or the consent of such government agency to own and maintain it, such changes shall be deemed acceptable to each party.

iv. Rezoning. Seabrook shall take the following actions notwithstanding and without prejudice to either party's claims in the Zoning Dispute. Prior to the dismissal of the Seabrook Intervention, the Seabrook Appeal and PHA conveyance to Seabrook of the Park Property, as described herein, Seabrook shall prepare and place on the agenda of the Seabrook Planning and Zoning Commission (the "Commission"), for its consideration and action, the rezoning of the PHA Commercial Property to provide that the PHA Commercial Property is within the C-3 zoning district (the "Commercial Rezoning"). No later than thirty (30) days following consideration or action on the Commercial Rezoning by the Commission, Seabrook shall place the Commercial Rezoning on the agenda of the Council, for consideration and action by the Council.

c. Rail.

i. Routing. The parties agree upon the routing within Seabrook of rail service to the Terminals as depicted on Exhibit "D" and Exhibit "E" (the "Exterior Rail Line"). The parties acknowledge that in the event reasonable changes in the routing of the Exterior Rail Line are required to obtain any third party consents to its improvement or operations, they shall reasonably cooperate to design such changes to be acceptable to each party.

ii. Sound Barrier. The parties shall cooperate to design a sound barrier in the vicinity of the Exterior Rail Line, as generally depicted on Exhibit "D" and Exhibit "E," and PHA shall acquire easements as required to construct it, and shall thereafter construct it, to help ameliorate the operational sounds from use of the Exterior Rail Line (the "Sound Barrier").

x. PHA agrees to construct the Sound Barrier prior to PHA's construction of the Exterior Rail Line for cargo operations, subject to approval of any third party permits required in connection therewith, acquisition of the easements and third-party agreements required for its construction, and weather and other conditions of force majeure.

y. PHA shall construct the Sound Barrier pursuant to improvement plans prepared by PHA and acceptable to Seabrook in its reasonable discretion, provided that the total cost of the Sound Barrier incurred by PHA shall not exceed One Million Six Hundred Thousand Dollars (\$1,600,000). In the event that the Sound Barrier cannot be constructed by PHA for reasons beyond the control of either party, the parties shall attempt to determine an alternative use for the funds using the procedures set forth in Section 10 below.

d. Ponds.

i. Pond Location and Development. PHA agrees to construct detention ponds, retention ponds, and detention/retention ponds on the south border of the Terminals, as depicted on Exhibit "D" (the "Pond Areas"), when required under the Permit. The parties acknowledge that the Pond Areas shall be included in the Industrial District Property.

ii. Pond Specifications. PHA agrees that specifications for construction of the detention ponds shall comply in all respects with the specifications provided for in the Permit, and set forth in Exhibit "D."

iii. Use Restrictions. PHA agrees that the Pond Area shall be designated a special conservation area, restricted to pond use as provided for in the Permit.

5. Terminal Use and Development.

a. Terminal Use Restrictions. PHA agrees to the following matters (collectively, the "Terminal Use Restrictions") with respect to the Industrial District Property:

i. Light. Outdoor lighting improvements within the Industrial District Property shall adhere to the lighting specifications provided for in the Permit, and the specifications set forth in Exhibit "H-1."

ii. Sound. Operations equipment used within the Industrial District Property shall adhere to the sound specifications set forth in Exhibit "H-2."

iii. Container Storage. Container storage within the Industrial District Property shall adhere to the container storage specifications set forth in Exhibit "H-3."

iv. Rail. Rail operations within the Industrial District Property shall be conducted to minimize sound and related interference with Seabrook, and the parties shall reasonably cooperate to design the rail improvements and associated switchyard to minimize sound and related interference with Seabrook, provided that the rail shall be routed as provided in Section 4(c).

b. Exterior Rail Line. Seabrook agrees that PHA may locate and construct the Exterior Rail Line within Seabrook, and conduct operations on the Exterior Rail Line, subject to the terms of this Agreement.

6. Disannexation and Industrial District Agreement. In the interest of resolving the Zoning Dispute, the parties intend to take the following actions:

a. Prior to the dismissal of the Seabrook Intervention, the Seabrook Appeal and PHA conveyance to Seabrook of the Park Property, as described herein, and subject to receipt of the final legal description for the Industrial District Property, no later than December 4, 2007, Seabrook shall prepare and place on the agenda of the Council, for its consideration and action, (i) the petition of PHA for disannexation and a proposed ordinance for disannexation from Seabrook that portion of the Industrial District Property owned by PHA, (ii) a proposed ordinance (the "Industrial District Ordinance") establishing an Industrial District covering that portion of the Industrial District Property owned by PHA, and (iii) adoption of an Industrial District Agreement, in the form attached as Exhibit "J" (the "Industrial District Agreement"), with respect to such property (collectively, the "Industrial District Actions").

b. No later than thirty (30) days following PHA's notice to Seabrook that it acquired the Acryl I Property, Seabrook shall prepare and place on the agenda of the Council, for its consideration and action, (i) a proposed ordinance for disannexation from Seabrook the Acryl I Property, (ii) an amendment to the Industrial District Ordinance enlarging the previously established Industrial District to cover the Acryl I Property, and (iii) an amendment to the Industrial District Agreement with PHA to include the Acryl I Property (collectively, the "Acryl I Actions").

c. No later than thirty (30) days following PHA's notice to Seabrook that it acquired the Acryl II Property, Seabrook shall prepare and place on the agenda of the Council, for its consideration and action, (i) a proposed ordinance to disannex from Seabrook the Acryl I Property, (ii) an amendment to the Industrial District Ordinance enlarging the previously established Industrial District to cover the Acryl I Property, and (iii) an amendment to the Industrial District Agreement with PHA to include the Acryl II Property (collectively, the "Acryl II Actions").

7. Seabrook Regulation of Development and Operations.

a. Seabrook shall not impose or enact any additional conditions, exactions, improvements, dedications, rules, regulations, or official policies applicable to, or governing the development or operation of, the Berm, Trail System, Commercial Road, PHA Commercial Property, Exterior Rail Line, Pond Area, or Industrial District Property except as provided herein or in the Industrial District Agreement. To the extent that any new or amended rules, regulations, or official policies of Seabrook not specifically enumerated in this Section 7 above conflict with this Agreement or Industrial District Agreement, this Agreement or the Industrial District Agreement shall control.

b. Seabrook shall timely cooperate and process promptly any requests and applications for any necessary approvals relating to the development of the PHA Commercial Property by PHA and its successors and assigns, or otherwise provided for hereunder, in the same manner as it cooperates and processes requests and applications for similar properties owned by third parties.

c. The parties shall cooperate with respect to any future action by PHA to acquire property north of the Berm for port and terminal development and PHA's development of any such property or the Industrial District Property as provided for herein or in the Permit, or PHA's use of any such property or the Industrial District Property as a maritime terminal as provided for herein.

8. Conditions to Effectiveness of Agreement.

a. The effectiveness of this Agreement is expressly conditioned upon the occurrence of the following actions on or before the dates specified herein, or any extensions as provided for herein:

i. Approval by the Council of the Pine Gully II Agreement on or before January 22, 2008, with no conditions or stipulations unacceptable to PHA in its sole discretion.

ii. Approval by the Port Commission of the Pine Gully II Agreement on or before January 22, 2008, with no conditions or stipulations unacceptable to Seabrook in its sole discretion.

iii. To the extent permitted by law, approval by the Council of the Commercial Rezoning, on or before February 5, 2008, with no conditions or stipulations unacceptable to the PHA in its sole discretion.

iv. Approval by the Port Commission of the Industrial District Agreement on or before January 22, 2008, with no conditions or stipulations unacceptable to Seabrook in its sole discretion.

v. Approval by the Council of the Industrial District Actions, on or before January 22, 2008, with no conditions or stipulations unacceptable to the PHA in its sole discretion.

vi. Approval by the Council of the Pine Gully III Agreement on or before January 22, 2008, with no conditions or stipulations unacceptable to PHA in its sole discretion.

vii. Approval by the Port Commission of the Pine Gully III Agreement on or before January 22, 2008, with no conditions or stipulations unacceptable to Seabrook in its sole discretion.

The conditions described in Section 8(a) of this Agreement are referred to herein as the "Conditions."

b. The parties do not believe that this Agreement or any action to be taken or approved in furtherance of this Agreement is subject to stay, injunction, referendum, or appeal (any appeal rights of the parties hereto being expressly waived). If however, a court of competent jurisdiction were to determine otherwise, the effectiveness of this Agreement shall further be conditioned on the entry of a final non-appealable judgment dismissing or terminating such injunction, stay, or referendum, or upon confirmation of this Agreement in an appropriate referendum election, provided however that PHA shall have the right in its sole discretion to waive this condition at any time and from time to time.

c. Subject to the provisions of Section 8(b) of this Agreement, the Conditions may only be waived or extended by written agreement of the parties; provided, however, that either party may, in its sole and unfettered discretion, extend the date for the other party's compliance with the Conditions by written notification of such extension.

d. In the event of failure of a Condition which has not been waived, this Agreement shall be void and of no force or effect. In such circumstances, the parties shall take all actions and execute all documents, instruments and stipulations (and instruct their counsel to take all actions and to execute all documents, instruments and stipulations), necessary to restore to parties, to the extent practicable, to the status quo existing prior to execution of this Agreement, and neither this Agreement nor the negotiations which led to the execution of such agreements, shall be admissible in

any action involving the parties (including Acryl I Suit, the Acryl II Suit, and the Seabrook Appeal) other than an action to enforce, or to declare the rights of the parties, under this Agreement.

e. The date upon which all conditions (including, without limitation, the Conditions) to effectiveness of this Agreement have been satisfied or fulfilled is referred to in this Agreement as the "Effective Date."

9. Mutual Releases.

a. Releases, representations and covenants.

i. To the extent permitted by the Constitution and the laws of the State of Texas, Seabrook for itself and its officials, employees, agents, representatives, successors and assigns and each of them (the "Seabrook Releasors") hereby releases, acquits and forever discharges the PHA and its officials, employees, agents, representatives, successors, and assigns, and each of them (the "Seabrook Releasees") of and from any and all alleged claims, demands, charges, accounts, obligations, liabilities, causes of action, sums of money, and other claims of every kind and nature, now in existence, whether known or unknown, and whether anticipated or unanticipated, which the Seabrook Releasors have or may now claim to have or may hereinafter claim to have against the Seabrook Releasees with respect to the Seabrook Intervention, the Seabrook Appeal, the Pine Gully Dispute, and the Zoning Dispute (collectively, the "Released Matters"). Seabrook hereby covenants for itself and the Seabrook Releasors not to bring any claims, actions, suits, or proceedings, in law or in equity, against the Seabrook Releasees, arising out of the Released Matters.

ii. To the extent permitted by the Constitution and the laws of the State of Texas, the PHA for itself and its officials, employees, representatives, successors and assigns and each of them (the "PHA Releasors"), hereby releases, acquits and forever discharges Seabrook and its officials, employees, agents, representatives, successors and assigns, and each of them (the "PHA Releasees"), of and from any and all alleged claims, demands, charges, accounts, obligations, liabilities, causes of action, sums of money, and other claims of every kind and nature, now in existence, whether known or unknown, and whether anticipated or unanticipated, which the PHA Releasors have or may now claim to have or may hereinafter claim to have against the PHA Releasees with respect to the Released Matters. PHA hereby covenants for itself and the PHA Releasors not to bring any claims, actions, suits, or proceedings, in law or in equity, against the PHA Releasees, arising out of the Released Matters.

iii. Notwithstanding anything in Sections 9(a)(i) and (ii) to the contrary, the covenants contained in this Agreement shall survive the Effective Date, and are specifically excluded from coverage of any and all of the releases contained in this Agreement.

iv. Each party hereby represents and warrants to the other that as of the Effective Date, it does not know of any claims it may have against the other with respect to the Released Matters except as expressly provided in this Agreement.

v. Each party represents and warrants that it has relied wholly upon its judgment, belief and knowledge of, and the full and complete legal advice of counsel, as to the existence, nature, extent or duration of any claim, demand, debt, cause of action, rights, agreements or promises

that it may have against the other or released herein, or regarding any other matters, made by the other, or by any other persons representing the other, or by any other person, except as otherwise set forth herein.

b. Additional Facts. The parties hereto and each of them acknowledges that they may hereafter discover facts different from or in addition to those which they know or believe to be true with respect to all or any of the claims, causes of action, costs or demands herein released. However, the parties hereto and each of them agree these mutual releases shall be and remain effective in all respects, notwithstanding the discovery of such different or additional facts.

10. Cooperation and Alternative Dispute Resolution.

a. To further the commitment of the parties to cooperate in the implementation of this Agreement, upon the request of either party, Seabrook and PHA shall each designate and appoint a representative to act respectively on behalf of Seabrook and PHA, except as otherwise provided in this Agreement or by law. The initial representative for Seabrook shall be [Chuck Pinto,] and the initial representative for PHA shall be [Charlie Jenkins.] Each party may identify alternative representatives from time to time. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement, and shall cooperate in order to facilitate any third party action needed to complete the actions contemplated by this Agreement.

b. If an impasse or dispute arises out of or relates to this Agreement, or the breach thereof, the parties shall first try in good faith to settle the dispute by negotiation. In the event of any such negotiation, the parties shall personally meet in an effort to resolve such dispute within twenty (20) days of written request to do so by either Seabrook or PHA.

c. In the event the parties cannot, within a reasonable time, resolve any impasse or dispute pursuant to the procedures set forth in Sections 10(a) and 10(b), the parties shall submit the disputed issue to non-binding mediation. The parties shall try in good faith to settle the dispute by mediation, but in no event shall they be obligated to pursue mediation that does not resolve the issue within thirty (30) days after the mediation is initiated or sixty (60) days after mediation is requested. The parties shall share the costs of the mediation equally.

d. Upon a failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement, and failure of the procedures set forth in Sections 10(a), 10(b), and 10(c), the other party may give written notice of default specifying the nature of the failure or delay and the manner in which it may be satisfactorily cured, if possible. In the event such failure or delay is not cured within ten (10) days after such notice, the party receiving such notice shall be in default hereunder, and the non-defaulting party shall have all rights and remedies that may be available at law or in equity against the party in default hereunder.

11. Notices and Filings.

a. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in

writing and delivered personally or sent by telephonic facsimile or registered or certified United States Mail, postage prepaid, if to:

Seabrook,
the Council, and
the Seabrook City Secretary:

Seabrook City Secretary
City of Seabrook
1700 1st St
Seabrook, TX 77586
Fax No. (281) 291-5600

With a copy to:

City Attorney
Steven L. Weathered
Ross, Banks, May, Cron & Cavin, P.C.
2 Riverway, Suite 700
Houston, Texas 77056-1918
Fax No. (713) 623-6014

PHA:

111 East Loop North
Houston, Texas 77029
Attention: Executive Director
Fax No. (713) 670-2429

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner.

b. Mailing or Facsimile Effective. Notices, filings, consents, approvals, and communications given by mail or facsimile shall be deemed delivered twenty-four (24) hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above, or confirmation of facsimile delivery to the telephone number set forth above.

12. General Provisions.

a. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seabrook or PHA of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

b. Headings. The descriptive headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

c. Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

d. Further Acts. Each of the parties hereto shall execute, acknowledge and deliver all such documents, instruments, stipulations, and affidavits and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

e. Texas Local Government Code Chapter 245. Seabrook agrees that this Agreement shall be considered a "permit" filed on the Effective Date (as defined herein), under Texas Local Government Code Chapter 245, with respect to the PHA Commercial Property.

f. Third Parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

g. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

h. Amendments. No change or addition shall be made to this Agreement except by a written amendment executed by the parties hereto. Any such amendment shall be adopted by Seabrook ordinance or resolution, and Port Commission action.

i. Approvals. Each of the parties respectively represents and warrants to the other that all approvals or consents necessary to the effectiveness of this Agreement have been granted or obtained.

j. Authority. Each party hereby represents that:

i. Each party has complied or shall timely comply with all applicable laws and has taken or shall take all necessary steps, including without limitation, the holding of all required public hearings, to enter into this Agreement and obligate itself hereunder.

ii. Each party has the authority to enter into this Agreement and comply with its requirements.

iii. The individuals executing this Agreement on behalf of the respective parties is authorized and empowered to bind the party on whose behalf each such individual is signing.

k. Severability. Except for the conditions to effectiveness of this Agreement set forth in Section 8, if any other provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect and this Agreement shall be deemed reformed to replace the void or unenforceable provision with a valid and enforceable provision as similar as possible in effect to the void or unenforceable provision. The parties shall meet and confer as soon as practicable for the purpose of drafting, in good faith, the substitute provision. If an applicable law or court of competent jurisdiction prohibits or excuses either party from undertaking any contractual commitment to perform an act hereunder, this

Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit such party to take such action at its discretion. If, however, such party fails to take the action required hereunder, the other shall be entitled (subject to, and in addition to the remedies provided in Section 10) to terminate this Agreement. Further, in the event that this Agreement is terminated for any reason, including any of the reasons contemplated and described herein, after Seabrook has dismissed its claims as specified in Section 1 of this Agreement, the parties agree that Seabrook's dismissal is provided as consideration for PHA's transfer of certain Park Property as described in Section 3 of this Agreement, and PHA shall effectuate such transfer in accordance with the terms and restrictions described in Section 3. In that event, Section 3 shall survive termination of this Agreement.

l. Time of Essence. Time is of the essence of this Agreement and each provision hereof.

m. Counterparts. This Agreement may be signed in counterparts, and the fully executed counterparts shall together constitute a single original Agreement.

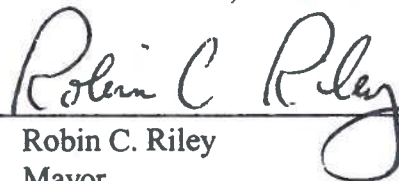
n. Attorneys' Fees. Each party shall bear its own costs and attorneys' fees in the Acryl I Suit and the Seabrook Appeal and its own costs and attorneys' fees in connection with the negotiation and drafting of this Agreement.

IN WITNESS WHEREOF, this instrument has been executed in multiple counterparts by the parties as of the Approval Date, to be effective upon the Effective Date.

ATTEST:

CITY OF SEABROOK, TEXAS


Michele L. Glaser
City Secretary

By: 
Robin C. Riley
Mayor

Date: _____

APPROVED AS TO FORM:


Steven L. Weathered
City Attorney

PORT OF HOUSTON AUTHORITY

By: 
H. Thomas Kornegay
Executive Director

Date: _____



APPROVED AS TO FORM:



Erik A. Eriksson
General Counsel

APPROVED AS TO CONTENT:



Charlie Jenkins
Director of Planning and Environment

Table of Exhibits

Exhibit "A"	Bayport Property Map, also depicting Acryl I Property Acryl II Property Park Property Industrial District Property Trail System Area PHA Commercial Property
Exhibit "B"	Pine Gully Map
Exhibit "B-1"	Pine Gully Phase IV Criteria
Exhibit "C"	Park Property Legal Description and Survey
Exhibit "D"	Bayport Land Use Map, also depicting Sound Barrier West Berm East Berm Commercial Road (i.e. "Cruise Terminal Access Road") Pond Areas
Exhibit "E"	Off-Site Rail Map, also depicting Sound Barrier West Berm Portion of East Berm Portion of Commercial Road (i.e. "Prop. Cruise Road")
Exhibit "F"	Berm Specifications
Exhibit "G"	Commercial Road Specifications
Exhibit "H-1"	Lighting Specifications
Exhibit "H-2"	Equipment Sound Specifications
Exhibit "H-3"	Container Storage Specifications
Exhibit "T"	Form of Industrial District Agreement





Exhibit B

EXHIBIT B-1

Pine Gully Phase 4 Criteria

- 1) Based on topographic/hydrographic surveys, the Gully main channel or north branch is blocked at any cross-section with less than a 15 ft width in main channel or 5 ft width in north branch below the mean lower low water (MLLW) datum.
- 2) Based on topographic/hydrographic surveys, the Gully main channel has an average depth of less than 2 ft MLLW for reach from mouth of Galveston Bay to the bend just east of Todville Road or the north branch has an average depth of less than 1 ft MLLW for reach from Pine Gully Road to main channel.
- 3) Shoaling occurs which substantially (>60% of cross-sectional area) blocks the culverts under Pine Gully Road.
- 4) Based on georeferenced aerial or satellite photos ground-truthed by biological surveys, shoaling causes significant (>50% aerial extent) loss of established wetland vegetation (vegetation which has been in place for at least 6 months).

These criteria are based on biannual monitoring topographic/hydrographic and biological surveys performed during the first three years of the project. If the surveys show that any one of the four above criteria have been met for two consecutive surveys (12 months) then further assessment of the issue and its cause, and possible restoration work will be triggered, unless the sedimentation is directly attributable to a tropical storm or hurricane.

EXHIBIT C

METES AND BOUNDS 41.194 ACRES OUT OF THE RITSON MORRIS SURVEY A-52

A tract of land containing 41.194 acres being out of a called 500 acre tract as described in Harris County Clerk's File No. P201191 and being located in the Ritson Morris Survey, Abstract No. 52, Harris County, Texas and being more particularly described by metes and bounds as follows;

BEGINNING, at a found five eighths inch iron rod marking the southwest corner of a called 19.184 acre tract as described in Harris County Clerk's File No. R714160 and being the southeast corner of said called 500 acre tract and being in the north line of Red Bluff Road (60 feet wide);

1. THENCE, South 86 degrees 50 minutes 39 seconds West, along the north line of said Red Bluff Road and the south line of said called 500 acre tract, for a distance of 1296.55 feet to a set five eighths inch iron rod with cap stamped "CCI" marking the southwest corner of said called 500 acre tract and the southeast corner of a called 3.05 acre tract as described in Harris County Clerk's File No. X911771, from which a found five eighths inch iron rod with cap bears South 88 degrees East, 0.50 feet;

2. THENCE, North 03 degrees 07 minutes 07 seconds West, along the west line of said called 500 acre tract, for a distance of 1324.83 feet to a set five eighths inch iron rod with cap stamped "CCI" in the south line of a Harris County Flood Control District Easement and Right-of-way as described in Harris County Clerk's File No. D193039;

3. THENCE, North 86 degrees 55 minutes 53 seconds East, along the south line of said Harris County Flood Control District Easement and Right-of-way, for a distance of 1139.04 feet to a set five eighths inch iron rod with cap stamped "CCI";

4. THENCE, North 57 degrees 29 minutes 14 seconds East, continuing along the Harris County Flood Control District Easement and Right-of-way, for a distance of 389.44 feet to a found five eighths inch iron rod with cap stamped "CCI", in the westerly line of said called 19.184 acre tract, from which a found five eighths inch iron rod bears South 41 degrees West, 0.6 feet and a found five eighths inch iron rod bears South 33 degrees West, 1.9 feet;

5. THENCE, South 27 degrees 03 minutes 51 seconds West, along the westerly line of said called 19.184 acre tract for a distance of 30.20 feet (called 29.56 feet) to a found five eighths inch iron rod being the beginning of a tangent curve to the left;

6. THENCE, continuing along the westerly line of said called 19.184 acre tract and following the curve to the left, having a radius of 300.00 feet an chord bearing of South

12 degrees 03 minutes 51 seconds West, a chord length of 155.29 feet for an arc length of 157.08 feet to a found five eighths inch iron rod with cap;

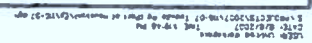
7. THENCE, South 02 degrees 56 minutes 09 seconds East, continuing along the westerly line of said 19.184 acre tract, for a distance of 258.07 feet to a found five eighths inch iron rod with cap and being the beginning of a tangent curve to the right;

8. THENCE, continuing along the westerly line of said 19.184 acre tract and following the curve to the right, having a radius of 180.00 feet, a chord bearing of South 12 degrees 03 minutes 51 seconds West, a chord distance of 93.18 feet, for an arc length of 94.25 feet to a set five eighths inch iron rod with cap stamped "CCI";

9. THENCE, South 27 degrees 03 minutes 51 seconds West, continuing along the westerly line of said called 19.184 acre tract for a distance of 111.38 feet to a set five eighths inch iron rod with cap stamped "CCI" being the beginning of a curve to the left, from which a found five eighths inch iron rod with cap bears South 53 degrees East, 0.9 feet;

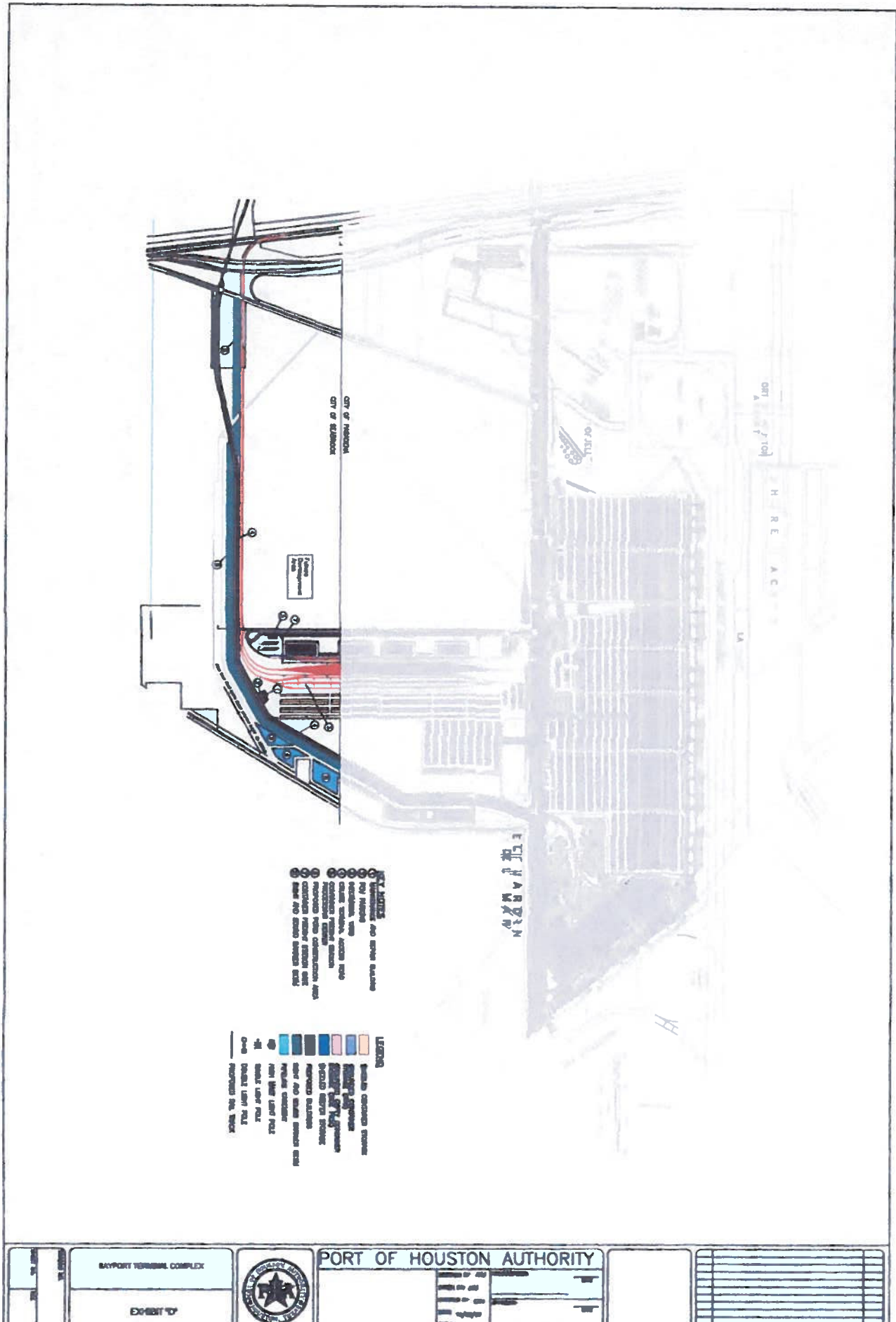
10. THENCE, continuing along the westerly line of said called 19.184 acre tract and following the curve to the left, having a radius of 300.00 feet, a chord bearing of South 12 degrees 03 minutes 51 seconds West, a chord distance of 155.29, for an arc length of 157.08 feet, to a set five eighths inch iron rod with cap stamped "CCI";

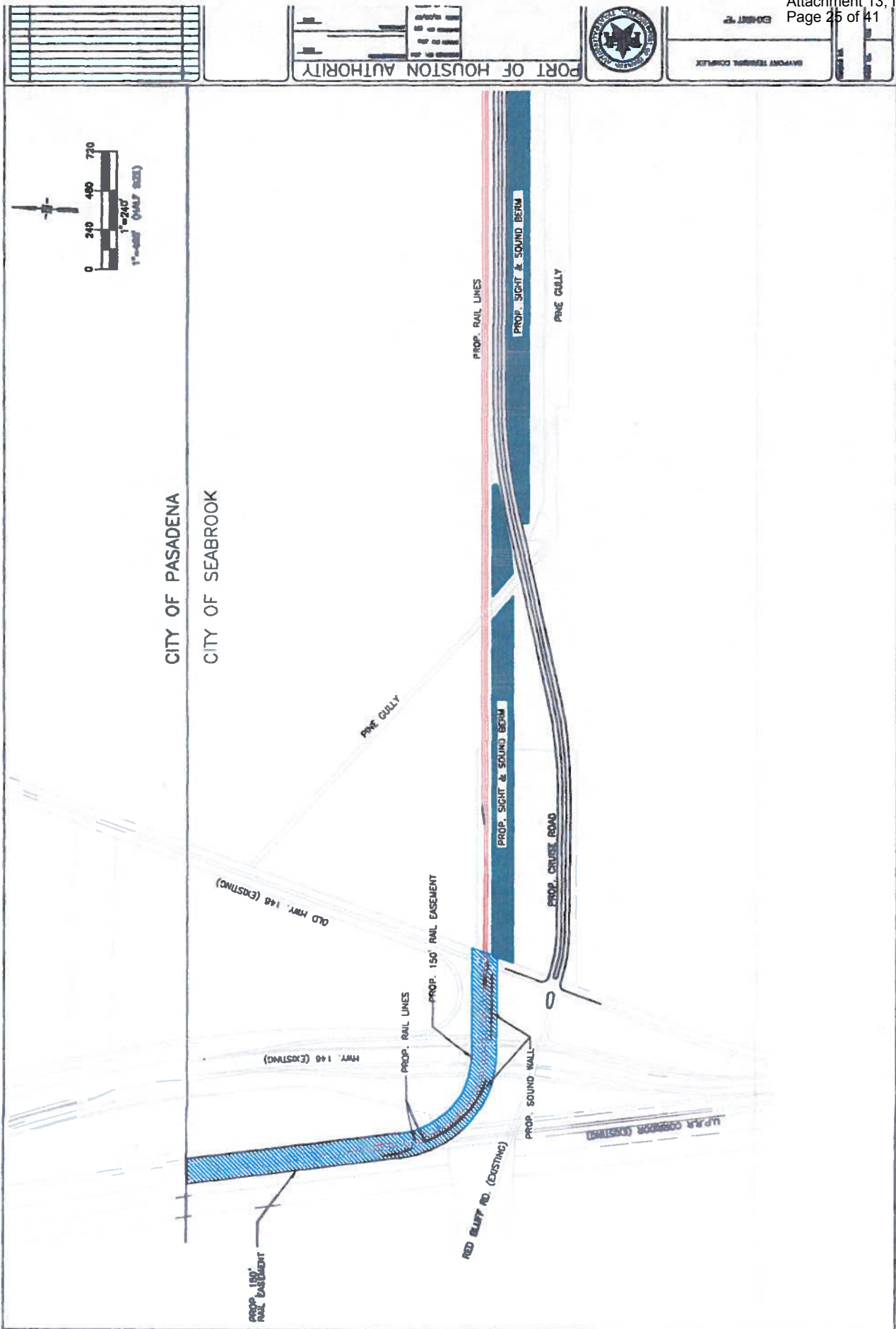
11. THENCE, South 02 degrees 59 minutes 01 seconds East (called South 02 degrees 56 minutes 09 seconds East) continuing along the westerly line of said called 19.184 acre tract, for a distance of 744.02 feet (called 744.58 feet) to the POINT OF BEGINNING.



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RED BLUFF ROAD





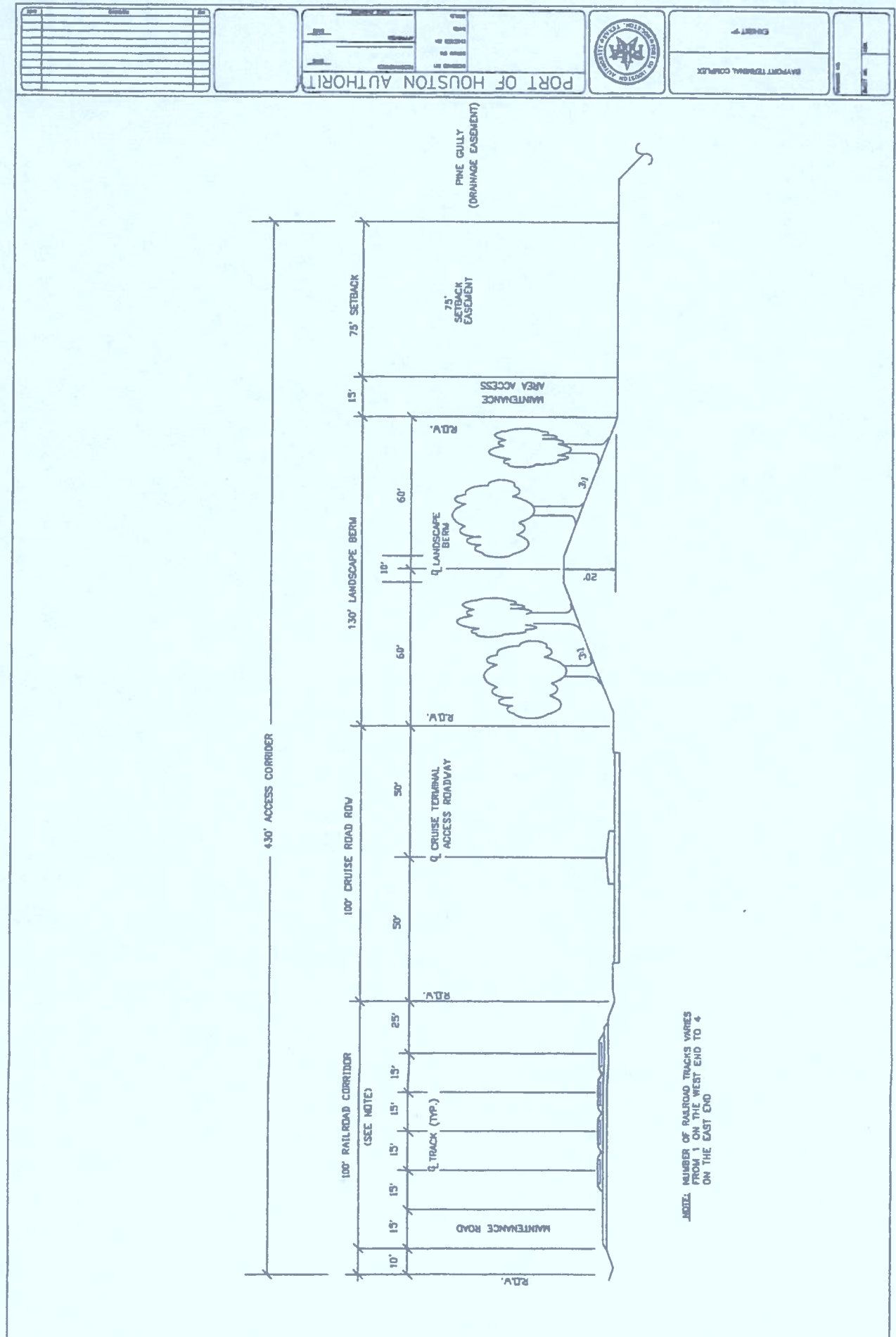
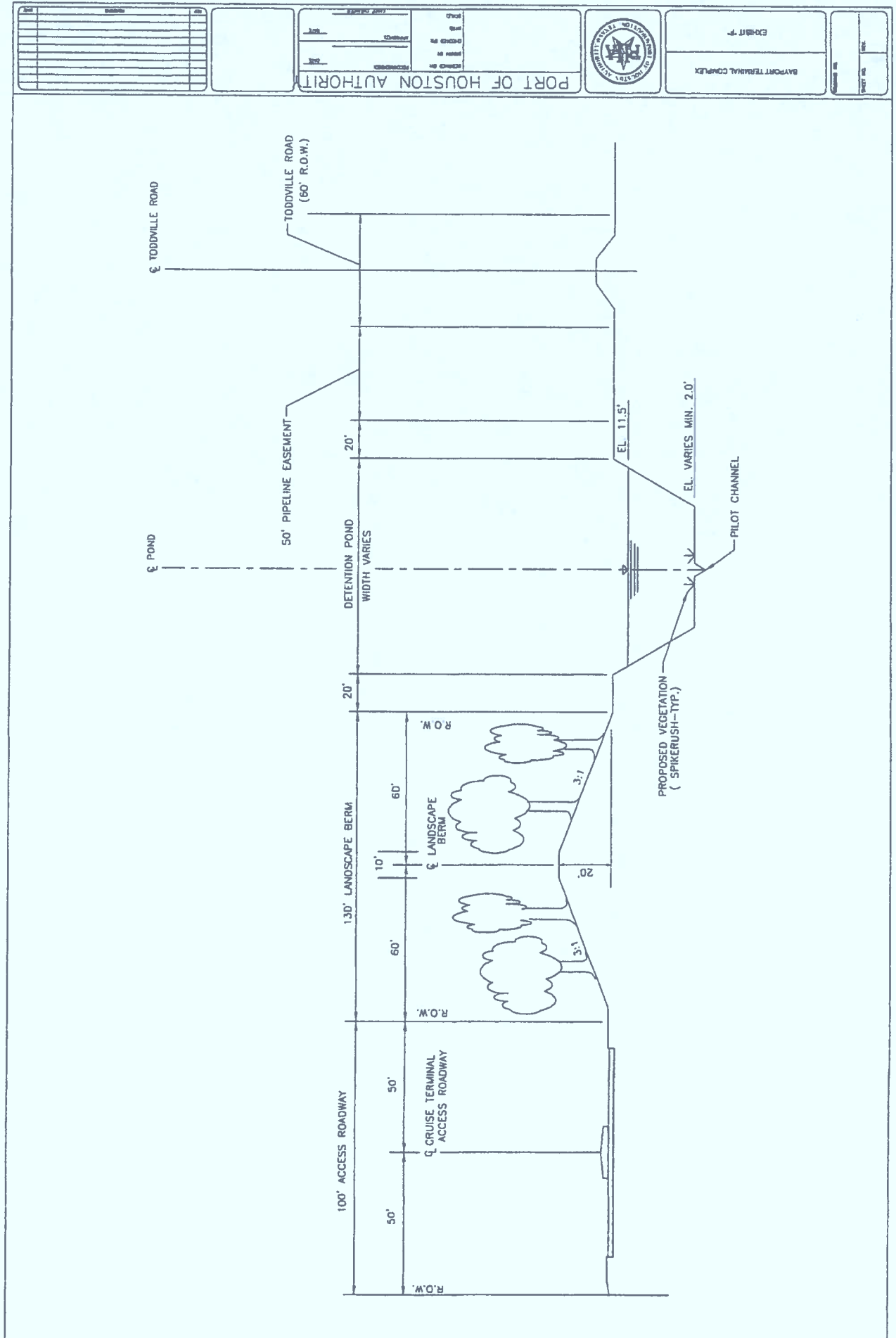


EXHIBIT "F" - CRUISE ROAD - BERM - DETENTION POND CROSS SECTION



DRYAS BURFORD HOLLY - ILEX CORNUTA "BURFORD"
 GARDON HOLLY - ILEX CASSINE "GARDON"
 OLIVIANUS - ELEGANTIS PANDORIS
 FOSTER'S HOLLY - ILEX X ATTENUATA "FOSTER"
 TEXAS SAGE - LEUCOPHYLLUM FRUTICOSA
 HAW WATTLE - VITICIA CORDATA
 YALPOU - ILEX YALPORA

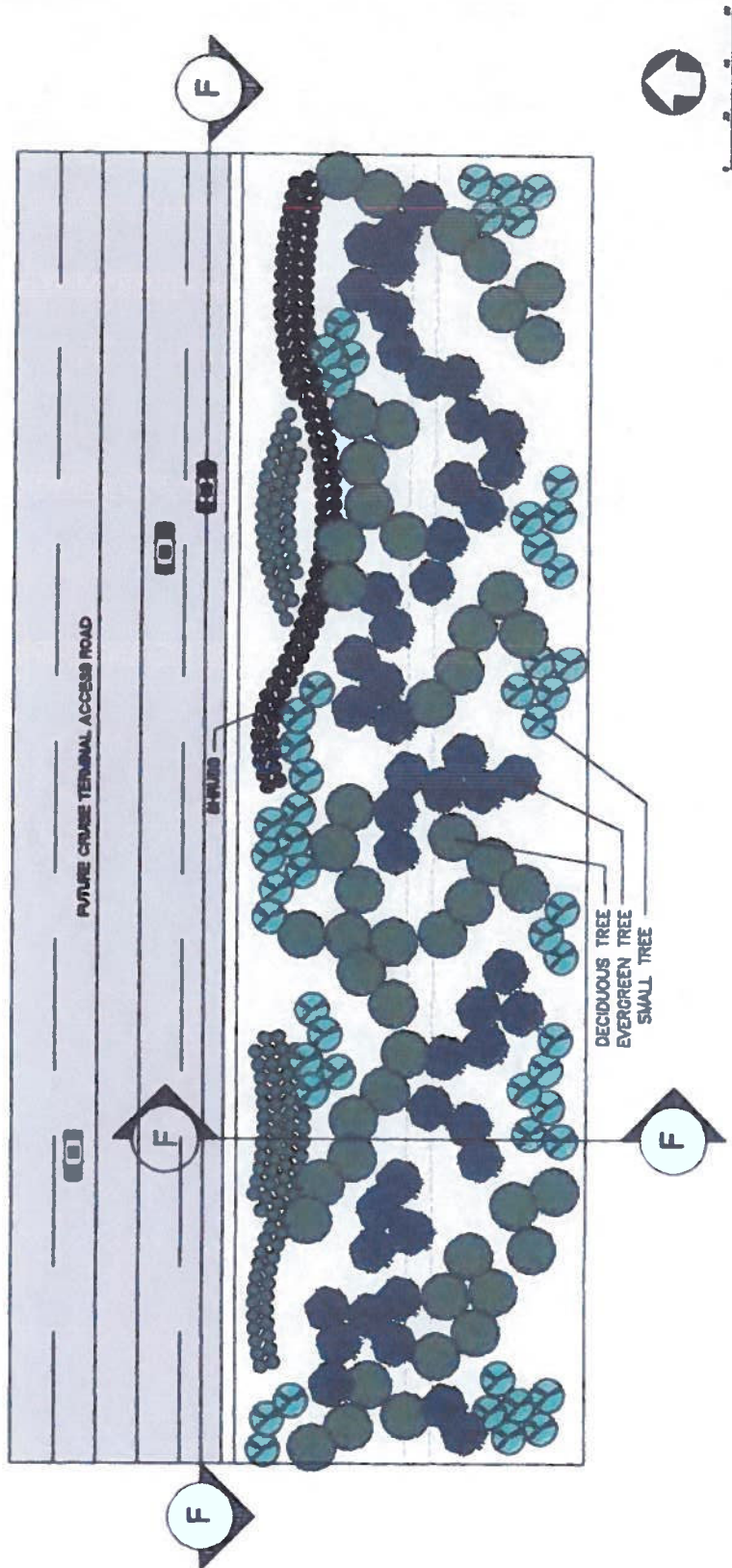


EXHIBIT "F" - CONCEPTUAL LANDSCAPE BERM ELEVATION AND SECTION

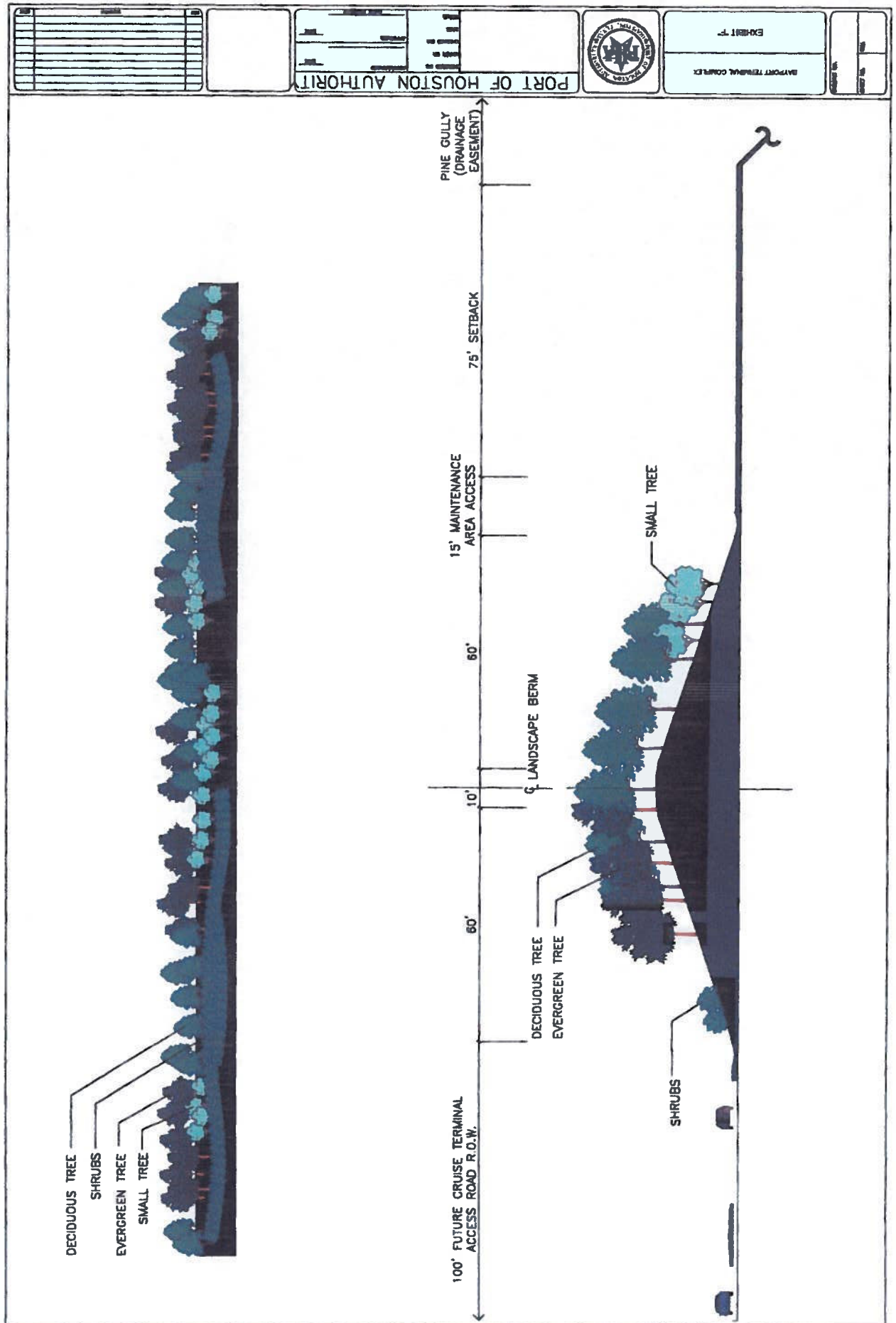
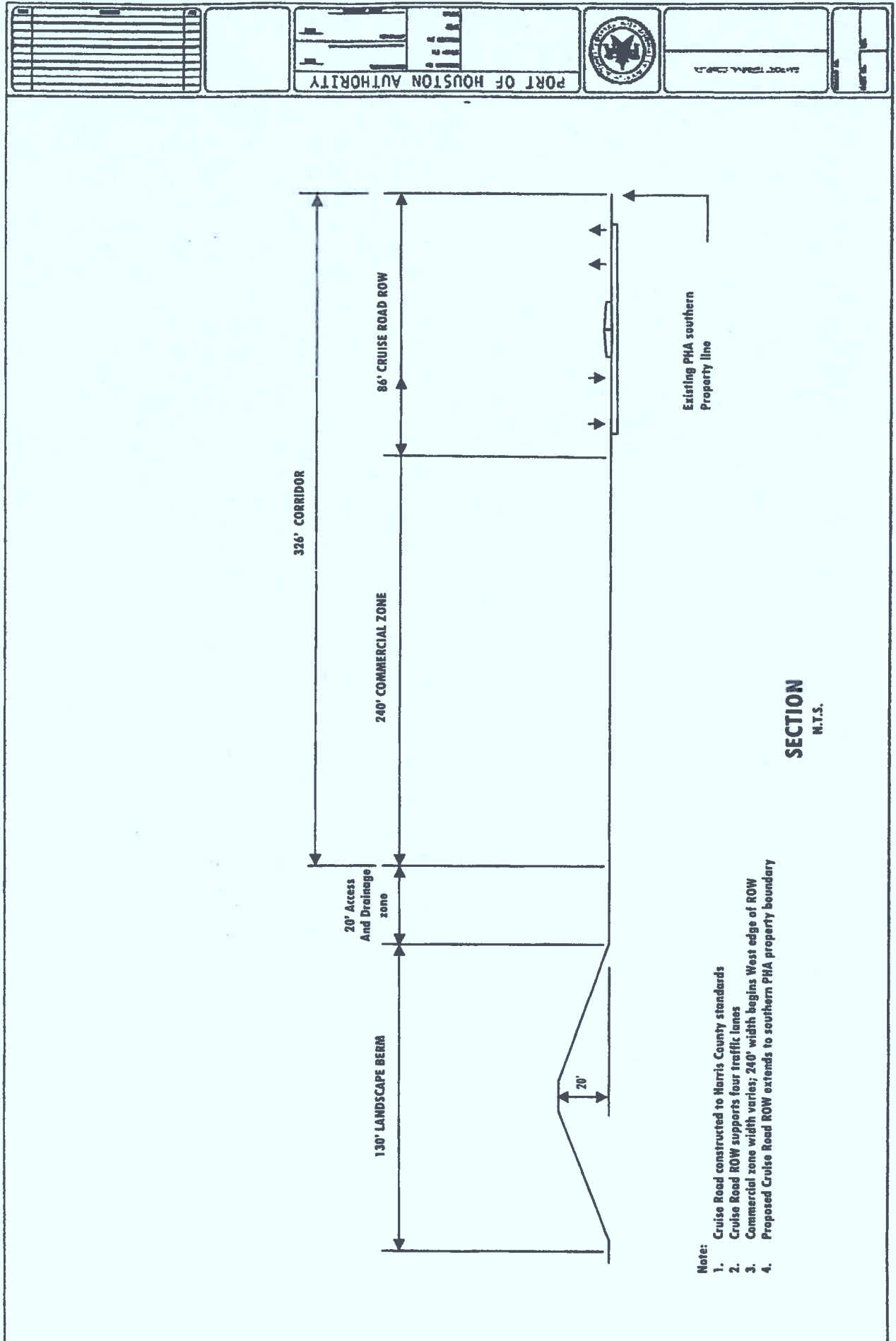


EXHIBIT G

BERM-COMMERCIAL ZONE-CRUISE ROAD CROSS SECTION



- Note:**
1. Cruise Road constructed to Harris County standards
 2. Cruise Road ROW supports four traffic lanes
 3. Commercial zone width varies; 240' width begins West edge of ROW
 4. Proposed Cruise Road ROW extends to southern PHA property boundary

SECTION
N.T.S.

EXHIBIT H-1

Lighting Specifications

The design elements have been developed to minimize glare, light spill, light trespass, and light pollution to surrounding areas, especially residential areas. These elements are:

All high mast lighting fixtures will be of the "dark sky" type developed by major manufacturers.

All high mast lighting will incorporate the use of either light shields or compact bulbs solutions to avoid changes to lighting conditions to Seabrook.

During the lighting design, an effort would be made to control light rays to avoid unacceptable light trespass or pollution while adhering to these general lighting criteria.

EXHIBIT H-2

Equipment Sound Specifications

Excessive Noise will be prohibited from 10:00 p.m. to 7:00 a.m. during construction. Excessive noise, in this case, is defined as +55 dBA L_{eq} (h) (hourly equivalent sound level) or 5 dBA above the ambient sound level where the ambient sound level is less than 50 dBA L_{eq} (h). This limit will be applied at the property line of the noise receptor. Reports of non-compliance will be referred to the appropriate local authorities for investigation and resolution.

EXHIBIT H-3

Container Storage Specifications

Containers shall be stored at the Terminal within Seabrook so as not to be visible to a normal adult observer standing on Todville Road or Red Bluff Road within Seabrook, once the Berm is constructed and landscaped as required in the Agreement.

EXHIBIT I
INDUSTRIAL DISTRICT AGREEMENT
CITY OF SEABROOK AND PORT OF HOUSTON AUTHORITY

This Industrial District Agreement (the "Agreement") is entered into as of the date last set forth beneath the parties' signatures below (the "Effective Date"), by and between the City of Seabrook, Texas, a municipal corporation ("Seabrook"), and the Port of Houston Authority of Harris County, Texas, a governmental subdivision of the State of Texas ("PHA"), with reference to the following:

A. It is established policy of the City Council of Seabrook to adopt reasonable measures permitted by law, which will enhance the economic stability and growth of Seabrook and its environs, and such policy is hereby reaffirmed and adopted by the Seabrook City Council as being in the best interest of Seabrook and its citizens.

B. Pursuant to that certain Memorandum of Settlement Agreement, which was approved by the parties _____, 2007 (the "Memorandum of Settlement Agreement"), Seabrook and PHA have undertaken to finally settle and resolve certain disputes between them on the terms set forth therein. In consideration therewith, Seabrook has disannexed certain property owned by PHA as more particularly described in Exhibit "A" (the "Industrial District Property") as established by Ordinance __-__, and designated the Industrial District Property as the City of Seabrook Industrial District (the "PHA Industrial District"), as established by Ordinance __-__, and the parties intend to enter into an Industrial District Agreement, in order to establish certain guidelines, standards, and agreements to govern improvement and use of the Industrial District Property.

C. Pursuant to said policy, the Memorandum of Settlement Agreement, and the provisions of Local Government Code §42.044, Seabrook desires to enter into this Agreement with PHA pursuant to Resolution adopted by Seabrook and recorded in the official minutes of Seabrook.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seabrook and PHA agree as follows:

1. Industrial District Property Status. Seabrook covenants and agrees that during the term of this Agreement, and subject to the terms and provisions of this Agreement, the Industrial District Property shall continue and retain its extraterritorial status within the Industrial District. Seabrook does further covenant and agree that the Industrial District Property shall be immune from annexation by Seabrook during the term of this Agreement, subject to the provisions of this Agreement.

2. Term. The term of this Agreement shall be fifteen (15) years, beginning on the Effective Date, unless extended for additional period or periods of time upon mutual consent of PHA and Seabrook as provided by Local Government Code §42.044.

3. No Municipal Services. During the term of this Agreement, Seabrook shall have no obligation to provide any governmental, proprietary, or other municipal services to the Industrial District Property, including without limitation, any (a) sewer or water service, (b) police protection, (c) fire protection, (d) road or street repairs, or (e) garbage pickup service.

4. No Exercise of Powers. Seabrook further covenants and agrees that during the term of this Agreement, Seabrook shall not extend or enforce with respect to the Industrial District Property any exercise or attempted exercise of any police power or powers of health, safety and welfare of Seabrook, including without limitation its extension or enforcement of any ordinances, rules or regulations attempting to (a) govern zoning, plats and subdivisions of land, (b) prescribe any building, electrical, plumbing, inspection, or other development code or codes, (c) exercise, in any manner whatsoever, control over the conduct of PHA's development of the Industrial District Property, except as set forth in the Memorandum of Settlement Agreement and/or this Agreement, or (d) exercise, in any manner whatsoever, control over the conduct of PHA's business with respect to the Industrial District Property, except as set forth in the Memorandum of Settlement Agreement, which is incorporated herein by reference. The conduct of PHA's business with respect to the Industrial District Property shall be governed by the Memorandum of Settlement Agreement. As a condition hereto, PHA covenants and agrees that PHA will not file any type of subdivision plat or related development document for the Property with Harris County or Seabrook without Seabrook's consent.

5. Remedies. In the event either party breaches or attempts to breach this Agreement, then at the option of the non-breaching party, the party breaching or attempting to breach this Agreement shall be temporarily enjoined from the date of its breach for the balance of the term of this Agreement, from taking any action in violation of this Agreement.

6. Attempted Annexation or Incorporation by Third Party.

a. If any attempt to annex the Industrial District Property or any portion thereof is made by another municipality, or if the incorporation of any new municipality should be attempted so as to include within its limits all or any portion of the Industrial District Property, Seabrook and PHA jointly shall have the right to institute or intervene in a judicial proceeding seeking a temporary and permanent injunction against such annexation or incorporation and shall take such other legal action as may be necessary or advisable under the circumstances.

b. The costs of any such legal action shall be equally shared by Seabrook and PHA to pursue a joint and common effort, the judicial proceedings seeking the temporary and permanent injunction against such annexation or incorporation and any other legal action as may be necessary or advisable under the circumstances for the good and benefit of both Seabrook and PHA. However, the fees of any special legal counsel shall be paid by the party retaining same.

c. If Seabrook and PHA are unsuccessful in obtaining a temporary injunction enjoining such annexation or incorporation, PHA shall have the option of terminating this Agreement.

7. PHA Affiliates. The benefits accruing to the Industrial District Property under this Agreement shall extend only to PHA or PHA's "Affiliates" that are governmental non-taxable entities (as hereinafter defined) that may own such land and property, and where reference is made herein to land and property owned by PHA, such reference shall also include land and property owned by PHA's Affiliates. "Affiliates" as used in this Agreement shall mean all corporations, partnerships, limited liability companies, or other business enterprises in which PHA directly or indirectly through one or more intermediaries, owns or controls a majority of the equity interests of such corporation, partnership, limited liability, company, or other business enterprise so long as the Affiliate is a non taxable governmental subdivision/entity.

8. Transfer of Industrial District Property. If the Industrial District Property or any portion thereof is sold by PHA, or any other owner to a third party, PHA shall provide prior written notice of this Agreement to the prospective purchaser/grantee and to Seabrook. Seabrook shall, if the purchaser is a non taxable governmental subdivision/entity, enter into an agreement binding the purchaser and its assigns upon terms substantially similar to those contained in this Agreement for the balance of the term of this Agreement. If the proposed purchaser is a taxable entity, than Seabrook, in its sole discretion shall determine whether to enter into a similar Agreement, and evaluate other terms/conditions determined necessary by Seabrook to address issues associated with a third party that is not a political subdivision, (specifically including payment for the taxable values of the subject property and taxable sales of the entity), for the balance of the term of this Agreement. If such purchaser or its assigns for any reason fail to execute such agreement within four (4) months after the date of the sale, all the Industrial District Property sold shall be excluded from coverage of this Agreement and shall be subject to annexation and regulation by Seabrook.

9. Authority for Agreement. This Agreement is made under the authority of the Constitution and laws of the State of Texas, including Local Government Code §42.044, as amended, and under the general power to contract of each of the parties to this Agreement. It is understood and agreed that should Local Government Code §42.044 ever be held by a court of competent jurisdiction to be void or invalid, such holding shall not affect the validity and enforceability of this Agreement by and against the parties to this Agreement.

10. Recordation. An original counterpart of the Agreement shall be promptly recorded by PHA in the Real Property Records of Harris County, Texas following the Effective Date.

11. Notices and Filings.

a. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by telephonic facsimile or registered or certified United States Mail, postage prepaid, if to:

Seabrook, the City Council,
and
the Seabrook City Secretary:

Seabrook City Secretary
City of Seabrook
1700 1st St
Seabrook, TX 77586

Fax No. (281) 291-5600

With a copy to:

City Attorney
Steven L. Weathered
Ross, Banks, May, Cron & Cavin, P.C.
2 Riverway, Suite 700
Houston, Texas 77056-1918
Fax No. (713) 623-6014

PHA:

111 East Loop North
Houston, Texas 77029
Attention: Executive Director
Fax No. (713) 670-2429

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner.

b. Mailing or Facsimile Effective. Notices, filings, consents, approvals, and communications given by mail or facsimile shall be deemed delivered twenty-four (24) hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above, or confirmation of facsimile delivery to the telephone number set forth above.

12. General Provisions.

a. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seabrook or PHA of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

b. Headings. The descriptive headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

c. Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

d. Further Acts. Each of the parties hereto shall execute, acknowledge and deliver all such documents, instruments, stipulations, and affidavits and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

e. Third Parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

f. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

g. Amendments. No change or addition shall be made to this Agreement except by a written amendment executed by the parties hereto. Any such amendment shall be adopted by Seabrook ordinance or resolution, and Port Commission action.

h. Approvals. Each of the parties respectively represents and warrants to the other that all approvals or consents necessary to the effectiveness of this Agreement have been granted or obtained.

i. Authority. Each party hereby represents that:

i. Each party has complied or shall timely comply with all applicable laws and has taken or shall take all necessary steps, including without limitation, the holding of all required public hearings, to enter into this Agreement and obligate itself hereunder.

ii. Each party has the authority to enter into this Agreement and comply with its requirements.

iii. The individuals executing this Agreement on behalf of the respective parties is authorized and empowered to bind the party on whose behalf each such individual is signing.

j. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect and this Agreement shall be deemed reformed to replace the void or unenforceable provision with a valid and enforceable provision as similar as possible in effect to the void or unenforceable provision. The parties shall meet and confer as soon as practicable for the purpose of drafting, in good faith, the substitute provision. If an applicable law or court of competent jurisdiction prohibits or excuses either party from undertaking any contractual commitment to perform an act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit such party to take such action at its discretion. If, however, such party fails to take the action required hereunder, the other shall be entitled (subject to, and in addition to the remedies provided elsewhere herein) to terminate this Agreement.

k. Counterparts. This Agreement may be signed in counterparts, and the fully executed counterparts shall together constitute a single original Agreement.

l. Attorneys' Fees. Each party shall bear its own costs and attorneys' fees in connection with the negotiation and drafting of this Agreement.

m. Change in Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or Seabrook's ability to annex the properties covered herein pursuant to the terms of this Agreement.

n. Survival of Agreement. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of paragraphs 2, 4, and 5 herein.

IN WITNESS WHEREOF, this instrument has been executed in multiple counterparts by the parties to be effective as of the Effective Date.

ATTEST:

CITY OF SEABROOK, TEXAS

Michele L. Glaser
City Secretary

By: _____
Robin C. Riley
Mayor

Date: _____

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

PORT OF HOUSTON AUTHORITY

By: _____
H. Thomas Kornegay
Executive Director

Date: _____

APPROVED AS TO FORM:

Erik A. Eriksson
General Counsel

APPROVED AS TO CONTENT:

Charlie Jenkins
Director of Planning and Environment

SEABROOK ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____, 2007,
by Robin C. Riley, Mayor of the City of Seabrook, Texas, a municipal corporation, on behalf of
said municipal corporation.

Notary Public, State of Texas

PHA ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____, 2007,
by H. Thomas Kornegay, Executive Director of the Port of Houston Authority of Harris County,
Texas, a governmental subdivision of the State of Texas, on behalf of said governmental
subdivision.

Notary Public, State of Texas

Table of Exhibits

Exhibit "A"

Industrial District Property