

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, MARCH 15, 2016 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY MARCH 15, 2016 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 PRESENTATIONS

- 1.1 Proclamation commemorating the 50th Anniversary of the Vietnam War and recognizing and honoring Vietnam Veterans and their families for their service and sacrifice. (Royal)

 **ATTACHMENT 1**

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

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

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

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

3.0 SPECIFIC PUBLIC HEARING(S)

ATTACHMENT 2

- 3.1 Public Hearing on proposed Ordinance 2016-09, "Parking Prohibited on Streets and Private Property." (Landis)

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," BY REPEALING SECTION 90-65 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON STREETS"; REPEALING SECTION 90-66 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON PRIVATE PROPERTY"; RENUMBERING SUBSEQUENT SECTIONS ACCORDINGLY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200, OR THE MAXIMUM AMOUNT PERMITTED BY LAW FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 3

- 4.1 Approve on second and final reading Proposed Ordinance 2016-06, "Issuance of Conditional Use Permit to allow a Hotel without a full service restaurant". (Landis)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 12, "TEMPORARY AND NONTEXT CHANGES," SECTION 12.03, "CONDITIONAL USE PERMITS GRANTED", BY ADDING A NEW PARAGRAPH (22) GRANTING A CONDITIONAL USE PERMIT FOR A "HOTEL (WITHOUT FULL SERVICE RESTAURANT)" TO BE LOCATED AT 2710 NASA PARKWAY, WITHIN THE C-2 (COMMERCIAL - MEDIUM) ZONING DISTRICT AND ESTABLISHING ANY APPLICABLE CONDITIONS FOR THE OPERATION OF THE BUSINESS IN ACCORDANCE WITH LAW; PROVIDING A PENALTY IN AN AMOUNT

NOT TO EXCEED \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

ATTACHMENT 4

- 4.2 Approve on second and final reading Ordinance 2016-10, "Altering Speed Limits Along SH 146 Frontage Red Bluff/Seabrook Circle." (Cook)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, CHAPTER 90 "TRAFFIC AND VEHICLES" ARTICLE II, "SPEED RESTRICTIONS", SECTION 90-31 "ENUMERATION OF LIMITS" BY ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTION 545.356, TEXAS TRANSPORTATION CODE, UON BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, WITHIN THE CORPORATE LIMITS OF THE CITY OF SEABROOK, ALONG SH 146, FRONTAGE ROAD NORTH AND SOUTH OF RED BLUFF ROAD, AND SEABROOK CIRCLE, AS SET OUT IN THIS ORDINANCE; AND PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00) FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

ATTACHMENT 5

- 4.3 Approve Monthly Public Safety Reports for January and February 2016. (Wright)

ATTACHMENT 6

- 4.4 Approve Monthly Building Department Reports for January and February 2016. (Landis)
- 4.5 Approve Quarterly Communications and Marketing Report. (Dearman) The report is available in the Office of the City Secretary and will be available at the City Council meeting.
- 4.6 Approve an excused absence for O.J. Miller for the March 01, 2016 regular City Council meeting. (Hicks)

ATTACHMENT 7

- 4.7 Approve the minutes of the February 9, 2016 special joint City Council meeting with the Open Space and Trails Committee. (Hicks)

ATTACHMENT 8

- 4.8 Approve the minutes of the March 1, 2016 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 on first reading of proposed Ordinance 2016-09, "Parking Prohibited on Streets and Private Property." (Landis)

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," BY REPEALING SECTION 90-65 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON STREETS"; REPEALING SECTION 90-66 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON PRIVATE PROPERTY"; RENUMBERING SUBSEQUENT SECTIONS ACCORDINGLY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200, OR THE MAXIMUM AMOUNT PERMITTED BY LAW FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

📄 ATTACHMENT 10

- 5.2 Consider approval of a Funding Agreement between the City Council and the Seabrook Economic Development Corporation to provide funding through EDC sales tax revenue, to assist the relocation of the existing municipally owned Public Works facility, in an amount not to exceed \$2,500,000.00. (Cook / Chavez)

📄 ATTACHMENT 11

- 5.3 Consideration and approval on first of two readings of proposed Resolution 2016-02, "EDC Projection Designation Relocation and Improvements for Public Works Facilities" (Cook)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, DESIGNATING THE PAYMENT BY THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION OF DEBT SERVICE FOR CERTIFICATES OF OBLIGATION, NOT TO EXCEED \$2,500,000.00, TO BE ISSUED BY THE CITY OF SEABROOK FOR THE RELOCATION AND IMPROVEMENTS FOR PUBLIC WORKS FACILITIES AS AN AUTHORIZED PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION.

ATTACHMENT 12

- 5.4 Consideration and approval of proposed Resolution 2016-03. (Cook)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR PINE GULLY BANK STABILIZATION IMPROVEMENTS TO ELIMINATE CHANNEL SEDIMENTATION THROUGH DREDGING AND OTHER IMPROVEMENTS; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

ATTACHMENT 13

- 5.5 Consider approval of proposed Resolution 2016-04. (Cook)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR PINE GULLY BANK JETTY REHABILITATION AND IMPROVEMENT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

ATTACHMENT 14

- 5.6 Consider approval of proposed Resolution 2016-05. (Cook)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO WORK WITH HARRIS COUNTY TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR THE REPLACEMENT OF PINE GULLY BRIDGE AND CITY OF SEABROOK WATERLINE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

ATTACHMENT 15

- 5.7 Consider approval of proposed Resolution 2016-06. (Cook)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR CONSTRUCTION AND OPERATIONS OF A NATURE CENTER AT PINE GULLY PARK AND CAROTHERS COASTAL GARDENS; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

ATTACHMENT 16

- 5.8 Consider approval of proposed Resolution 2016-07. (Cook)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR RELOCATION AND

CONSTRUCTION OF THE CITY OF SEABROOK WASTEWATER TREATMENT PLANT INCLUDING A REGIONALIZATION FEASIBILITY STUDY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

ATTACHMENT 17

- 5.9 Consider approval of proposed Resolution 2016-08. (Cook)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR A REGIONAL TRAIL IMPROVEMENT PROJECT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

ATTACHMENT 18

- 5.10 Consideration and action on proposed Resolution 2016-09, "Opposing Central Region Alternative Design #2 (CR#2) Storm Surge Suppression Alternative by GCCPRD". (Royal)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, OPPOSING THE CONCEPT AND ANY ACTION TO PURSUE STORM SUPPRESSION ALTERNATIVE #2 (CR#2) FROM THE FEBRUARY 23, 2016, PHASE 2 REPORT BY THE GULF COAST COMMUNITY PROTECTION AND RECOVERY DISTRICT ("GCCPRD") AND PROVIDING FOR THE DELIVERY OF SUCH RESOLUTION TO GCCPRD, REGIONAL ECONOMIC DEVELOPMENT AGENCIES AND STATE LEGISLATORS THAT REPRESENT THE CITY OF SEABROOK.

ATTACHMENT 19

- 5.11 Consideration and approval of proposed Resolution 2016-10, "Supporting Central Region Alternative Design #1 (CR#1) Storm Suppression Alternative by GCCPRD". (Royal)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING STORM SUPPRESSION ALTERNATIVE #1 (CR#1) FROM THE FEBRUARY 23, 2016, PHASE 2 REPORT BY THE GULF COAST COMMUNITY PROTECTION AND RECOVERY DISTRICT ("GCCPRD") AND PROVIDING FOR THE DELIVERY OF SUCH RESOLUTION TO GCCPRD, REGIONAL ECONOMIC DEVELOPMENT AGENCIES AND STATE LEGISLATORS THAT REPRESENT THE CITY OF SEABROOK.

ATTACHMENT 20

- 5.12 Consideration and approval of an Economic Development agreement by and between Burkes' Outlet Stores, LLC, and the Seabrook Economic Development Corporation for performance and consideration pursuant to the Seabrook Façade Incentive Program guidelines. Said agreement was approved by the Seabrook Economic Development Corporation on March 10, 2016. (Chavez)

ATTACHMENT 21

- 5.13 Consideration and approval of the purchase of one (1) 2016 Tahoe for the Police Department from Caldwell Country Chevrolet through the HGAC BuyBoard program (Contract No VE11-15) in the amount of \$31,696 and purchase of equipment for vehicle in the amount of \$14,768 for a grand total of \$46,464, and authorizing the City Manager to execute the appropriate documents. This is an unbudgeted item. (Cook)

ATTACHMENT 22

- 5.14 Consideration and approval of Supplemental Appropriation 2016-02 to purchase one (1) 2016 Ford F150 4x2 (Contract No 072-A1) in the amount of \$26,777 and purchase of equipment for vehicle in the amount of \$1,872 for a grand total of \$28,649, and authorizing the City Manager to execute the appropriate documents. This is an unbudgeted item. (Cook)

ATTACHMENT 23

- 5.15 Consider approval of an addendum to the contract with Food and Vine Time Productions for production services for Celebration Seabrook event for 2016-17. (Cook)

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

ATTACHMENT 24

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

ATTACHMENT 25

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

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

CERTIFICATE

I certify that this notice was posted on the bulletin board on or before Friday, March 11, 2016 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.





Seabrook Economic Development Corporation Mid Year Report October 2015 to February 2016

As per the Seabrook EDC By-Laws (Resolution 2011-14), the board is proud to present our list of accomplishments from the past six months, review our challenges and discuss our financial standing as of February 29th.

Accomplishments

Entered into agreement with the City for financing the removal of the water tank and the clearing of the public works facility off SH146.

Objective: Focus on the development and promotion of Seabrook

The SEDC has voted to undertake a project to provide funding through sales tax revenue to assist the relocation of the existing city-owned Public Works facility, the demolition of existing structures, and the construction of public improvements for a new public works facilities. The purpose of this project is to promote and spur new or expanded business enterprises that create or retain primary jobs. The amount committed from the SEDC will be \$2,500,000.

Buy Local Coupon Book

Objective: Focus on the development and promotion of Seabrook.

This marks our third year with the program which has continued to be a success with our local business.

2013 – 78 participating businesses

2014, 2015, **2016** – 84 participating businesses!

Annually, the coupon books are mailed to all Seabrook residents and delivered to all area hotels, bed & breakfasts, the Bay Area CVB and the Bayport Cruise Terminal. Additional copies are included in the promotional bags for the Seabrook Lucky Trail Marathon series.

Updated Storefront Façade Improvement Grant

Objective: Focus on the development and promotion of Seabrook.

A revision to this grant program was approved unanimously by the board to eliminate the financial threshold and, instead, allow for a review of each applicant on a case-by-case basis.

With the new guidelines in place, Burke's Outlet – located at Miramar Shopping Center – applied for consideration for the storefront façade grant. After considerable review, the SEDC

has approved up to \$40,000 for façade work. Construction of the updated store will begin in March!

Celebration Seabrook (November 14)

Objective: Focus on the development and promotion of Seabrook.

The corporation became a gold sponsor of this event and sent invites to developers, brokers and business prospects to attend and catch a glimpse of the potential of our community.

Economic Alliance Houston Port Region – Business of the Year

Objective: Improve Seabrook's image as a business friendly community.

This annual event serves as the annual board meeting for the Economic Alliance and allows each member community to recognize their business of the year. For 2015, the Seabrook EDC recognized Maas Nursery as our business of the year!

Expanded and Revised the Seabrook NEZ

Objective: Establish development standards and incentives for redevelopment. Encourage redevelopment of areas impacted by SH146 expansion. Manage and promote performance-related incentive programs.

The corporation voted to expand the Neighborhood Empower Zone program to include all of the area zoned as Old Seabrook. Additionally, the program was expanded to include the use of the Seabrook Demolition Grant.

Comprehensive Master Plan – Nov 17 Joint Meeting with City Council and Planning & Zoning

Objective:

The corporation participated in this meeting to provide input on development objectives for the city during the comprehensive master plan meeting.

Anticipated Challenges and Solutions

Challenge: Vacant properties with absent / unmotivated owners.

EDC Goal: The corporation continues to review and explore incentives for encouraging new development around the city. The EDC director promotes incentives to land owners and continues to network with prospects, directing them to the available parcels.

Challenge: Large parcels of land not shovel ready / not accessible.

EDC Goal: The EDC is participating in the removal of the water storage tank at the public works yard, which will open up land for new retail development. Additional projects similar to this one will be considered on a case-by-case basis.

Challenge: Uncertainty with the timeline on the expansion of SH 146.

EDC Goal: The EDC director continually meets with business owners along SH146 to discuss the project and the known status. EDC director also stays in close contact with developers who are expecting to build additional retail sites within the city – and keep these developers in touch with the Seabrook business community. Additionally, the director and EDC chair attend TXDOT meetings in Houston to stay informed on the project's status.

Challenge: Development of Old Seabrook – limited real estate and limited available store fronts, parking, safe and secure walking areas.

EDC Goal: The Corporation has designated Old Seabrook as an area of focus for development for 2015-2016. Development opportunities and infrastructure needs will be considered for this area.

The SEDC has directed staff to review the H-GAC Livable Centers Grant opportunity for potential funding of a study along the Main Street corridor for revitalization and redevelopment opportunities.

Seabrook EDC Goals 2015-2016

Focus on the development and promotion of Old Seabrook. This will include:

- Development of commercial corridor of old Seabrook
- Explore city infrastructure issues / options
- Develop marketing materials / branding on Old Seabrook and promoting sites for commercial development
- Work with P&Z and City on ordinances / zoning

Reviewing and potential expansion of incentives for SH146 businesses

Drive full development of The Point



Businesses Open in Seabrook 2015

Blue Palm Restaurant	2320 NASA Parkway	Restaurant
Proactive CNA	2511B NASA Parkway	Home care nursing services
Corporate Retreat Car Spa (aka Brown's)	910 Bayport Blvd	Vehicle wash
Dimensions Comics, Music and More	1908 Hialeah Dr	Comic book and music store
Houston Mechatronics	2100 NASA Parkway	Engineering services
Law / Mental Health / Psychologist	1201 Hardesty	Professional offices
Jade Construction Group	2600 NASA Parkway	Residential construction
Tires By Design	2801 NASA Parkway	Tire sales and service
Iguana Ranas Cantina	2900 NASA Parkway	Mexican food restaurant
eVolve Restaurant	2234 NASA Parkway	American cuisine restaurant
Emergency Management Solutions	3014 Bayport Blvd	Management consulting
Bob's Salsa with a Kick	1717 Main Street	Expanded to 3000 SQ FT
Kam Konnect	3018 Bayport Blvd	Model railroad systems

Budget Notes (reference only)

Re-Cap of budgeted expenditures, anticipated expenses and revenues for remainder of fiscal year.

Summary of expenditures to date

The Seabrook EDC's budget for 2015-2016:

Expenses	\$1,297,340
Revenue	\$746,468

Our current budget snapshot as of February 29, 2016:

Expenses	\$182,570
Revenue	\$382,096

Our fund balance (not including our obligated budget figures): \$3,097,524

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CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: 03-15-2016

Submitter/Requestor: City of Seabrook

Date Submitted: 03-03-2016

Presenter: Sean Landis

Description/Subject:

Request for an amendment to the Seabrook City Code, Chapter 90, "Traffic and Vehicles," Article III, "Stopping, Standing and Parking," Division I, by adding a new Section 90-65, "Parking Buses, Truck Tractors, Trailers, or Other Vehicles with Two or More Axles Exceeding 14,000 lbs. Gross Weight Rating (GVWR) on Streets," and Section 90-66 "Parking Buses, Truck Tractors, Trailers, or Other Vehicles with Two or More Axles Exceeding 14,000 lbs. Gross Weight Rating (GVWR) on Private Property."

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," BY ADDING NEW SECTIONS 90-65 ENTITLED, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON STREETS," AND SECTION 90-66 ENTITLED, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON PRIVATE PROPERTY"; RENUMBERING SUBSEQUENT SECTIONS ACCORDINGLY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Purpose/Need: Policy Issue Administrative Issue

Recently there has been an increase in the number of Tractor Trailers and Heavy Trucks being parked on streets along with private property throughout the city. City Staff's finds the placement of such vehicles on public and private property poses an adverse impact to the public health, safety and general welfare.

As a result, It was concluded that the following ordinance language be drafted for City Council consideration:

That Chapter 90 entitled, "Traffic and Vehicles," Article III, "Stopping, Standing, and Parking," Division 1, "Generally" be amended by repealing section 90-65 and replacing it under the same section number with a new title, "Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or more axles exceeding 14000 lb. Gross Vehicle Weight Rating (GVWR) on streets," as follows:

~~"[Sec. 90-65. Parking vehicles of three or more axles, capacities of more than three fourths ton and buses prohibited on all streets within the city at certain times.~~

~~Parking is prohibited to the vehicles listed in this section, during the times stated and on either side of any and all streets within the city, with the sole exception stated in subsection (4) of this section.~~

- ~~(1) Vehicles prohibited by this section are all vehicles with three or more axles, and all vehicles having a capacity in excess of three fourths ton, and all buses.~~
- ~~(2) All streets within the city are covered by this section.~~
- ~~(3) Prohibited times for this section are any time from 10:00 p.m. to 6:00 a.m.~~
- ~~(4) For purposes of moving or delivering, the city police department may issue permits for parking contrary to this section, but such permit shall not exceed 48 hours duration.~~

~~(Code 1976, § 16-20.1; Code 1996, § 70-65; Ord. No. 99-22, § 1, 10-19-1999)]~~

Sec. 90-65. – Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or more axles exceeding 14000 lb Gross Vehicle Weight Rating (GVWR) on streets

(a) No person shall stop, park, or leave standing for any period exceeding one hour a Bus, Truck Tractor, Trailer, or other vehicle with two or more axles having a Gross Vehicle Weight Rating (GVWR) exceeding 14,000 Lbs, whether attended or unattended, on any public or private street within the city.

(b) "Bus" means any motor vehicle designed or used to transport more than 15 passengers, including the driver. This includes taxicabs.

(c) "Truck tractor" means a self-propelled motor vehicle designed and/or used primarily for drawing other vehicles.

(d) "Trailer" includes:

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.

- (1) “Full trailer” means any motor vehicle other than a pole trailer which is designed to be drawn by another motor vehicle and so constructed that no part of its weight, except for the towing device, rests upon the self-propelled towing motor vehicle. A semitrailer equipped with an auxiliary front axle (converter dolly) shall be considered a full trailer.
- (2) “Pole trailer” means any motor vehicle which is designed to be drawn by another motor vehicle and attached to the towing motor vehicle by means of a “reach” or “pole,” or by being “boomed” or otherwise secured to the towing motor vehicle, for transporting long or irregularly shaped loads such as poles, pipes, or structural members, which generally are capable of sustaining themselves as beams between the supporting connections.
- (3) “Semitrailer” means any motor vehicle, other than a pole trailer, which is designed to be drawn by another motor vehicle and is constructed so that some part of its weight rests upon the self-propelled towing motor vehicle.

- (e) “Gross vehicle weight rating (GVWR)” means the value specified by the manufacturer as the loaded weight of a single motor vehicle.
- (f) This section shall not apply to the driver who is making a temporary pickup or delivery or rendering some requested service at a location which abuts the public or private street on which the vehicle is stopped or parked.
- (g) In a prosecution for an offense under this section involving the stopping, standing, or parking of an unattended motor vehicle herein, it is presumed that the registered owner of the vehicle is the person who stopped, stood, or parked the vehicle at the time and place the offense occurred.”

That Chapter 90 entitled, “Traffic and Vehicles,” Article III, “Stopping, Standing, and Parking,” Division 1, “Generally” be amended by repealing section 90-66 and replacing it under the same section number with a new title, “Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or more axles exceeding 14000 lb. Gross Vehicle Weight Rating (GVWR) on private property”; renumbering subsequent sections accordingly; and revising renumbered section 90-67, as follows:

“Sec. 90-66. – Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or more axles exceeding 14000 lb. Gross Vehicle Weight Rating (GVWR) on private property.

- (a) Herein, the terms “Bus”, “Truck tractor”, “Trailer”, and “Gross vehicle weight rating (GVWR)” shall have the meaning assigned in Section 90-65.
- (b) No person shall stop, park, or leave standing for any period exceeding one hour a Bus, Truck Tractor, Trailer, or other vehicle with two or more axles having a Gross Vehicle Weight Rating (GVWR) exceeding 14,000 lbs., whether attended or unattended, on any private property within the city.

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.

- (c) This section shall not apply to the driver which is making a temporary pickup or delivery or rendering some requested service at a location.
- (d) This section shall not apply to any vehicle being stored legally on a developed parcel of private property and is a direct accessory to the operations of that business not otherwise prohibited by city ordinance.
- (e) The term “accessory” means a vehicle which is incidental, and subordinate to the operations of the principal use located on the parcel of private property.
- (f) In a prosecution for an offense under this section involving the stopping, standing, or parking of an unattended motor vehicle herein, it is presumed that the registered owner of the vehicle is the person who stopped, stood, or parked the vehicle at the time and place the offense occurred.”

Sec. 90-67[6]. - Idling commercial motor vehicles and/or trailers or semitrailers prohibited.

- (a) The following words, terms and phrases, when used in this text, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Commercial vehicle” means a motor vehicle, other than a motorcycle, designed or used for the transportation of property or delivery purposes.

“Motor vehicle” means a vehicle that is self-propelled.

“Semitrailer” means a vehicle without motive power that is designed or used with a motor vehicle, so that some of its weight and the weight of its load rests on or is carried by the motor vehicle.

“Trailer” means a vehicle without motive power that is designed or used to carry property or passengers or for temporary or indefinite storage on its own structure exclusively and drawn by a motor vehicle.

“Truck tractor” means a motor vehicle designed or used primarily for drawing another vehicle: that is not constructed to carry a load other than a part of the weight of the vehicle and load being drawn; any truck with 18 wheels or more, which is propelled by an internal-combustion engine using diesel fuel.

- (b) It shall be unlawful for the operating mechanism of any commercial vehicle and/or trailer, as defined herein, to be left running or idling while upon any municipal public or private parking lot held open to the public, or upon any public or private street, avenue, boulevard, or alley within the city, or to be lined up or queued for loading or unloading or inspections, for a period of time of more than 30 minutes. Emergency vehicles are exempt from this provision.
- (c) Any person who shall violate any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount of not less than \$50.00 nor more than the maximum amount permitted by law, together with the costs of prosecution. Each violation shall constitute a separate offense.
(Code 1996, § 70-66; Ord. No. 2004-18, § 1, 12-7-2004)

Sec. 90-68[7]. - Vehicles without valid registration and inspection stickers prohibited on public rights-of-way and public property.

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.

Any motor vehicle parked on a public right-of-way or public property without a valid and current state registration sticker and state inspection sticker shall be considered a nuisance and/or abandoned vehicle requiring removal and impounding by the city in accordance with law. Valid and current in this case means any required state inspection sticker and any state registration sticker with due dates not lagging more than 31 days of the current calendar date.

(Ord. No. 2007-10, § 2, 6-19-2007)

Sec. 90-69[8]. - Vehicles for sale prohibited on public rights-of-way and public property.

Motor vehicles being advertised for sale shall not be parked on any public right-of-way or other public property.

(Ord. No. 2007-10, § 2, 6-19-2007)

Sec. 90-70[69]. - Designation of prohibited parking—Boat launching; obstruction and designated parking for vehicles with boat trailers.

- (a) Vehicles shall not be parked in violation of posted restrictions and regulations, or in such a manner as to obstruct or impede normal or emergency traffic movement or the parking of other vehicles, create a safety hazard, or endanger any person, property or environmental feature.
- (b) It shall be unlawful for any person to park or stand a vehicle in a designated marked space posted with signage as "Vehicles with Attached Boat Trailers Only," without an attached trailer, in the city parking lot located on the north side of Clear Lake Creek underneath the overpass commonly known as the Seabrook/Kemah Bridge.
- (c) It shall be unlawful for any person to block or obstruct any public boat-loading ramp except while loading or unloading a watercraft.
- (d) Whenever any parking time limit is imposed, or parking is prohibited on designated streets or public property by this article or any ordinance of the city, as required by law, it shall be the duty of the chief of police to erect appropriate signs giving notice thereof. No such regulations shall be effective unless such signs are erected and in place at the time of any alleged offense as required by law.

(Ord. No. 2010-28, § 2, 10-5-2010; Ord. No. 2013-11, § 2, 7-2-2013)

Sec. 90-71[0]. - Parking prohibited; streets, alleys and driveways.

- (a) No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic-control device, in any of the following places:
 - (1) In a front yard, which for purposes herein refers to, means and includes an improved single-family or duplex lot, which:
 - a. For the purposes of an interior lot, includes:

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.

1. The area bounded by the front and side property lines of the lot and an imaginary line coinciding with and parallel to the front building wall of the residential structure extending to the side property lines; and
 2. The area extending the entire width of the lot between the front property line of the lot and the curb line or five feet from the edge of the adjacent street if without curbs; or
- b. For the purposes of a corner lot, includes:
1. The area described in subsection (a) of this definition; and
 2. The area of the lot bounded by the front property line, the side property line, which is adjacent to the street, the back property line and an imaginary line coinciding with and parallel to the side building wall nearest the street of the residential structure extending to the front and rear property lines; and
 3. The area extending the entire depth of the lot between the side property line of the lot nearest the curb and the curb line or five feet from the edge of the adjacent street if without curbs. A corner lot shall be treated as having two front yards.
- c. It is an exception to the prohibition in subsection (a)(1) of this section if all wheels of the vehicle, parked in the front yard are on an "improved surface".

Improved surface means a parking area, including a "driveway," extending from the curb, street, or alley in a contiguous course, and constructed of concrete, brick, pavers, asphalt, or other equivalent materials approved by the chief building official prior to installation and serves as an all-weather surface acceptable to the chief building official.

Driveway means the permitted area of a lot constructed, improved, maintained and used for the primary purpose of vehicular access to a single-family or duplex residence from a public street or the permitted parking of vehicles at such residence in compliance with this Code.

- (2) In front of a public or private driveway;
- (3) Within an intersection;
- (4) Within 15 feet of a fire hydrant;
- (5) On a crosswalk; or

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.

- (6) Alongside or opposite any street excavation or obstruction, when stopping, standing or parking would obstruct traffic.
 - (b) No person shall park any vehicle upon a street or alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic.
 - (c) In any prosecution charging a violation of any law or regulation governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where and for the time during which such violation occurred.
 - (d) It shall not be a defense to prosecution under this section that signs have not been posted, notice having been provided by publication.
 - (e) The elements of the various offenses and definitions relating thereto that are set forth in the Texas Transportation Code, and any other state statutes, articles or codes relating to the parking, standing or stopping of vehicles, including amendments thereto, are adopted as a part of this chapter by reference. Violations of any of the aforesaid provisions that are adopted by reference shall also constitute city ordinance violations as provided by this Code.
- (Ord. No. 2013-01, § 2, 2-19-2013)

Background/Issue (What prompted this need?):

Impacted Parties (Expected/Notified):

City at Large

Recommended Action:

Approval

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

Fiscal Impact: Budgeted _____ Yes _____No Finance Officer Review:

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.

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**CITY OF SEABROOK
ORDINANCE NO. 2016-09**

PARKING PROHIBITED ON STREETS AND PRIVATE PROPERTY

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED “TRAFFIC AND VEHICLES,” ARTICLE III, “STOPPING, STANDING, AND PARKING,” DIVISION 1, “GENERALLY,” BY REPEALING SECTION 90-65 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, “PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON STREETS”; REPEALING SECTION 90-66 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, “PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON PRIVATE PROPERTY”; RENUMBERING SUBSEQUENT SECTIONS ACCORDINGLY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200, OR THE MAXIMUM AMOUNT PERMITTED BY LAW FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seabrook has attempted to be continually aware of the problems and issues relating to hazards, nuisances and other circumstances which negatively impact the health, safety and well-being of its residents, citizens and inhabitants; and

WHEREAS, the City Council of the City of Seabrook has investigated, reviewed and considered complaints and associated concerns regarding parking which creates a hazard to the health, safety and welfare of the citizens of the City and that requires the need of further regulation; and

WHEREAS, City Council has determined it necessary to prohibit the obstruction, blockage, potential damage, and related parking issues in the interest of public safety; and

WHEREAS, in the interest of public safety City Council has determined it necessary to regulate the parking, standing, stopping, or leaving of certain vehicles to preserve the property values and aesthetics of the City, prevent damage to property, underground utility facilities and to mitigate or lessen the environmental effect of contamination caused by the leakage of fuels, petroleum products or other harmful chemicals from such vehicles as provided for by law, specifically including Texas Transportation Code Section 545.307 and related provisions; and

46 WHEREAS, all public notices have been posted, published and all required hearings
47 on this matter have been held in accordance with law; now, therefore,
48

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

51
52 **SECTION 1. FINDINGS OF FACT.**
53

54 That the facts and matters set forth in the preamble of this Ordinance are hereby
55 found to be true and correct.
56

57 **SECTION 2. AMENDMENT TO THE CODE**
58

59 That Chapter 90 entitled, "Traffic and Vehicles," Article III, "Stopping, Standing, and
60 Parking," Division 1, "Generally" be amended by repealing section 90-65 and replacing it
61 under the same section number with a new title, "Parking Buses, Truck Tractors, Trailers, or
62 other Vehicles with two or more axles exceeding 14000 lb. Gross Vehicle Weight Rating
63 (GVWR) on streets," as follows:
64

65 ~~“[Sec. 90-65. Parking vehicles of three or more axles, capacities of more than three~~
66 ~~fourths ton and buses prohibited on all streets within the city at certain times.~~

67
68 ~~Parking is prohibited to the vehicles listed in this section, during the times stated and on~~
69 ~~either side of any and all streets within the city, with the sole exception stated in subsection~~
70 ~~(4) of this section.~~

71
72 ~~(1) Vehicles prohibited by this section are all vehicles with three or more axles,~~
73 ~~and all vehicles having a capacity in excess of three-fourths ton, and all~~
74 ~~buses.~~

75 ~~(2) All streets within the city are covered by this section.~~

76
77 ~~(3) Prohibited times for this section are any time from 10:00 p.m. to 6:00 a.m.~~

78
79 ~~(4) For purposes of moving or delivering, the city police department may issue~~
80 ~~permits for parking contrary to this section, but such permit shall not~~
81 ~~exceed 48 hours duration.~~

82 ~~(Code 1976, § 16-20.1; Code 1996, § 70-65; Ord. No. 99-22, § 1, 10-19-1999)]~~

83
84 **Sec. 90-65. – Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or**
85 **more axles exceeding 14000 lb Gross Vehicle Weight Rating (GVWR) on streets**

86 (a) No person shall stop, park, or leave standing for any period exceeding one hour a
87 Bus, Truck Tractor, Trailer, or other vehicle with two or more axles having a
88 Gross Vehicle Weight Rating (GVWR) exceeding 14,000 Lbs, whether attended or
89 unattended, on any public or private street within the city.

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90 (b) “Bus” means any motor vehicle designed or used to transport more than 15
91 passengers, including the driver. This includes taxicabs.

92 (c) “Truck tractor” means a self-propelled motor vehicle designed and/or used primarily
93 for drawing other vehicles.

94 (d) “Trailer” includes:

95 (1) “Full trailer” means any motor vehicle other than a pole trailer which is
96 designed to be drawn by another motor vehicle and so constructed that no part
97 of its weight, except for the towing device, rests upon the self-propelled
98 towing motor vehicle. A semitrailer equipped with an auxiliary front axle
99 (converter dolly) shall be considered a full trailer.

100 (2) “Pole trailer” means any motor vehicle which is designed to be drawn by
101 another motor vehicle and attached to the towing motor vehicle by means of a
102 “reach” or “pole,” or by being “boomed” or otherwise secured to the towing
103 motor vehicle, for transporting long or irregularly shaped loads such as poles,
104 pipes, or structural members, which generally are capable of sustaining
105 themselves as beams between the supporting connections.

106 (3) “Semitrailer” means any motor vehicle, other than a pole trailer, which is
107 designed to be drawn by another motor vehicle and is constructed so that
108 some part of its weight rests upon the self-propelled towing motor vehicle.

109 (e) “Gross vehicle weight rating (GVWR)” means the value specified by the
110 manufacturer as the loaded weight of a single motor vehicle.

112 (f) This section shall not apply to the driver who is making a temporary pickup or
113 delivery or rendering some requested service at a location which abuts the public or
114 private street on which the vehicle is stopped or parked.

116 (g) In a prosecution for an offense under this section involving the stopping, standing,
117 or parking of an unattended motor vehicle herein, it is presumed that the registered
118 owner of the vehicle is the person who stopped, stood, or parked the vehicle at the
119 time and place the offense occurred.”

121 **SECTION 3. AMENDMENT TO THE CODE**

122
123 That Chapter 90 entitled, “Traffic and Vehicles,” Article III, “Stopping, Standing, and
124 Parking,” Division 1, “Generally” be amended by repealing section 90-66 and replacing it
125 under the same section number with a new title, “Parking Buses, Truck Tractors, Trailers, or
126 other Vehicles with two or more axles exceeding 14000 lb. Gross Vehicle Weight Rating

127 (GVWR) on private property”; renumbering subsequent sections accordingly; and revising
128 renumbered section 90-67, as follows:

129

130 **“Sec. 90-66. – Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or**
131 **more axles exceeding 14000 lb. Gross Vehicle Weight Rating (GVWR) on private**
132 **property.**

133

134 (a) Herein, the terms “Bus”, “Truck tractor”, “Trailer”, and “Gross vehicle weight
135 rating (GVWR)” shall have the meaning assigned in Section 90-65.

136

137 (b) No person shall stop, park, or leave standing for any period exceeding one hour a
138 Bus, Truck Tractor, Trailer, or other vehicle with two or more axles having a Gross
139 Vehicle Weight Rating (GVWR) exceeding 14,000 lbs., whether attended or
140 unattended, on any private property within the city.

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142

143 (c) This section shall not apply to the driver which is making a temporary pickup or
144 delivery or rendering some requested service at a location.

145

146 (d) This section shall not apply to any vehicle being stored legally on a developed parcel
147 of private property and is a direct accessory to the operations of that business not
148 otherwise prohibited by city ordinance.

149

150 (e) The term “accessory” means a vehicle which is incidental, and subordinate to the
151 operations of the principal use located on the parcel of private property.

152

153 (f) In a prosecution for an offense under this section involving the stopping, standing, or
154 parking of an unattended motor vehicle herein, it is presumed that the registered
155 owner of the vehicle is the person who stopped, stood, or parked the vehicle at the
156 time and place the offense occurred.”

157

158 **Sec. 90-67[6]. - Idling commercial motor vehicles and/or trailers or semitrailers**
159 **prohibited.**

160

161 (a) The following words, terms and phrases, when used in this text, shall have the
162 meanings ascribed to them in this section, except where the context clearly indicates a
163 different meaning:

164

165 “Commercial vehicle” means a motor vehicle, other than a motorcycle, designed or
166 used for the transportation of property or delivery purposes.

167

168 “Motor vehicle” means a vehicle that is self-propelled.

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170 “Semitrailer” means a vehicle without motive power that is designed or used with a
171 motor vehicle, so that some of its weight and the weight of its load rests on or is
172 carried by the motor vehicle.

173
174 “Trailer” means a vehicle without motive power that is designed or used to carry
175 property or passengers or for temporary or indefinite storage on its own structure
176 exclusively and drawn by a motor vehicle.

177
178 “Truck tractor” means a motor vehicle designed or used primarily for drawing
179 another vehicle; that is not constructed to carry a load other than a part of the weight
180 of the vehicle and load being drawn; any truck with 18 wheels or more, which is
181 propelled by an internal-combustion engine using diesel fuel.

182
183 (b) It shall be unlawful for the operating mechanism of any commercial vehicle and/or
184 trailer, as defined herein, to be left running or idling while upon any municipal public
185 or private parking lot held open to the public, or upon any public or private street,
186 avenue, boulevard, or alley within the city, or to be lined up or queued for loading or
187 unloading or inspections, for a period of time of more than 30 minutes. Emergency
188 vehicles are exempt from this provision.

189
190 (c) Any person who shall violate any provision of this section shall be deemed guilty of a
191 misdemeanor and, upon conviction, shall be fined in an amount of not less than
192 \$50.00 nor more than the maximum amount permitted by law, together with the costs
193 of prosecution. Each violation shall constitute a separate offense.

194 (Code 1996, § 70-66; Ord. No. 2004-18, § 1, 12-7-2004)

195

196 **Sec. 90-68[7]. - Vehicles without valid registration and inspection stickers prohibited on**
197 **public rights-of-way and public property.**

198

199 Any motor vehicle parked on a public right-of-way or public property without a valid
200 and current state registration sticker and state inspection sticker shall be considered a
201 nuisance and/or abandoned vehicle requiring removal and impounding by the city in
202 accordance with law. Valid and current in this case means any required state inspection
203 sticker and any state registration sticker with due dates not lagging more than 31 days of the
204 current calendar date.

205 (Ord. No. 2007-10, § 2, 6-19-2007)

206

207 **Sec. 90-69[8]. - Vehicles for sale prohibited on public rights-of-way and public property.**

208

209 Motor vehicles being advertised for sale shall not be parked on any public right-of-
210 way or other public property.

211 (Ord. No. 2007-10, § 2, 6-19-2007)

212

213 **Sec. 90-70[69]. - Designation of prohibited parking—Boat launching; obstruction and**
214 **designated parking for vehicles with boat trailers.**
215

- 216 (a) Vehicles shall not be parked in violation of posted restrictions and regulations, or in
217 such a manner as to obstruct or impede normal or emergency traffic movement or the
218 parking of other vehicles, create a safety hazard, or endanger any person, property or
219 environmental feature.
220
- 221 (b) It shall be unlawful for any person to park or stand a vehicle in a designated marked
222 space posted with signage as "Vehicles with Attached Boat Trailers Only," without an
223 attached trailer, in the city parking lot located on the north side of Clear Lake Creek
224 underneath the overpass commonly known as the Seabrook/Kemah Bridge.
225
- 226 (c) It shall be unlawful for any person to block or obstruct any public boat-loading ramp
227 except while loading or unloading a watercraft.
228
- 229 (d) Whenever any parking time limit is imposed, or parking is prohibited on designated
230 streets or public property by this article or any ordinance of the city, as required by
231 law, it shall be the duty of the chief of police to erect appropriate signs giving notice
232 thereof. No such regulations shall be effective unless such signs are erected and in
233 place at the time of any alleged offense as required by law.

234 (Ord. No. 2010-28, § 2, 10-5-2010; Ord. No. 2013-11, § 2, 7-2-2013)
235

236 **Sec. 90-71[0]. - Parking prohibited; streets, alleys and driveways.**
237

- 238 (a) No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict
239 with other traffic or in compliance with law or the directions of a police officer or
240 traffic-control device, in any of the following places:
241
- 242 (1) In a front yard, which for purposes herein refers to, means and includes an
243 improved single-family or duplex lot, which:
244
- 245 a. For the purposes of an interior lot, includes:
246
- 247 1. The area bounded by the front and side property lines of the lot
248 and an imaginary line coinciding with and parallel to the front
249 building wall of the residential structure extending to the side
250 property lines; and
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- 252 2. The area extending the entire width of the lot between the front
253 property line of the lot and the curb line or five feet from the
254 edge of the adjacent street if without curbs; or
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- 256 b. For the purposes of a corner lot, includes:
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- 258 1. The area described in subsection (a) of this definition; and

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2. The area of the lot bounded by the front property line, the side property line, which is adjacent to the street, the back property line and an imaginary line coinciding with and parallel to the side building wall nearest the street of the residential structure extending to the front and rear property lines; and
 3. The area extending the entire depth of the lot between the side property line of the lot nearest the curb and the curb line or five feet from the edge of the adjacent street if without curbs. A corner lot shall be treated as having two front yards.
- c. It is an exception to the prohibition in subsection (a)(1) of this section if all wheels of the vehicle, parked in the front yard are on an "improved surface".
- Improved surface means a parking area, including a "driveway," extending from the curb, street, or alley in a contiguous course, and constructed of concrete, brick, pavers, asphalt, or other equivalent materials approved by the chief building official prior to installation and serves as an all-weather surface acceptable to the chief building official.
- Driveway means the permitted area of a lot constructed, improved, maintained and used for the primary purpose of vehicular access to a single-family or duplex residence from a public street or the permitted parking of vehicles at such residence in compliance with this Code.
- (2) In front of a public or private driveway;
 - (3) Within an intersection;
 - (4) Within 15 feet of a fire hydrant;
 - (5) On a crosswalk; or
 - (6) Alongside or opposite any street excavation or obstruction, when stopping, standing or parking would obstruct traffic.
- (b) No person shall park any vehicle upon a street or alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic.
- (c) In any prosecution charging a violation of any law or regulation governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation, together with proof

305 that the defendant named in the complaint was, at the time of such parking, the
306 registered owner of such vehicle shall constitute in evidence a prima facie
307 presumption that the registered owner of such vehicle was the person who parked or
308 placed such vehicle at the point where and for the time during which such violation
309 occurred.

310
311 (d) It shall not be a defense to prosecution under this section that signs have not been
312 posted, notice having been provided by publication.

313
314 (e) The elements of the various offenses and definitions relating thereto that are set forth
315 in the Texas Transportation Code, and any other state statutes, articles or codes
316 relating to the parking, standing or stopping of vehicles, including amendments
317 thereto, are adopted as a part of this chapter by reference. Violations of any of the
318 aforesaid provisions that are adopted by reference shall also constitute city ordinance
319 violations as provided by this Code.

320 (Ord. No. 2013-01, § 2, 2-19-2013)

321

322 **SECTION 4. INCORPORATION INTO THE CODE, PENALTY CLAUSE.**

323

324 This Ordinance is hereby incorporated into and made a part of the Seabrook City
325 Code. Any person who shall violate any provision of this Ordinance shall be deemed guilty
326 of a misdemeanor and, upon conviction, shall be fined in an amount not more than Two
327 Hundred Dollars (\$200.00) per offense, or the maximum amount allowed by law. Each day
328 of violation shall constitute a separate offense.

329

330 **SECTION 5. REPEAL OF CONFLICTING ORDINANCES.**

331

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

334

335 **SECTION 6. SEVERABILITY.**

336

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

345

**CITY OF SEABROOK
ORDINANCE NO. 2016-06**

**ISSUANCE OF CONDITIONAL USE PERMIT
TO ALLOW A HOTEL WITHOUT A FULL SERVICE RESTAURANT**

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 12, “TEMPORARY AND NONTEXT CHANGES,” SECTION 12.03, “CONDITIONAL USE PERMITS GRANTED”, BY ADDING A NEW PARAGRAPH (22) GRANTING A CONDITIONAL USE PERMIT FOR A “HOTEL (WITHOUT FULL SERVICE RESTAURANT)” TO BE LOCATED AT 2710 NASA PARKWAY, WITHIN THE C-2 (COMMERCIAL - MEDIUM) ZONING DISTRICT AND ESTABLISHING ANY APPLICABLE CONDITIONS FOR THE OPERATION OF THE BUSINESS IN ACCORDANCE WITH LAW; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Harshy Seabrook Hospitality Inc., “Applicant”, in accordance with the requirements of Section 4.11 of the City’s Comprehensive Ordinance, Appendix A of the Code of the City of Seabrook (“Zoning Ordinance”), has requested the issuance of a Conditional Use Permit (“CUP”) to allow the construction and operation of a Hotel, without a full service restaurant, to be located at 2710 NASA Parkway, within a C-2 (Medium Commercial) district; and

WHEREAS, the Zoning Ordinance, Section 3.15 requires the issuance of a Conditional Use Permit to allow a Hotel without a full service restaurant in a C-2 zoning district; and

WHEREAS, the Planning and Zoning Commission of the City of Seabrook has conducted a public hearing, received input from staff and has issued its final report recommending approval of the subject CUP; and

WHEREAS, all required hearings on this matter have been held, all criteria have been established for the consideration by City Council, and the applicant has agreed to comply with all ordinances of the City of Seabrook;

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Page 2

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

SECTION 1. FINDINGS OF FACT.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its application for CUP, the final report from the Planning & Zoning Commission of November 19, 2015 recommending this CUP and the minutes of City Council of March 1 and March 15, 2016), the performance of which City Council is specifically relying upon in granting this CUP, as provided hereafter.

SECTION 2. USE PERMITTED.

A Conditional Use Permit is hereby granted to allow a Hotel without a full service restaurant, in the C-2 (Medium Commercial) district located at 2710 NASA Parkway. Such Conditional Use Permit shall be in conformance with all conditions contained herein, and city ordinances, including the Comprehensive Zoning Ordinance and Subdivision Ordinance. Failure of Applicant to comply with all ordinances of the City of Seabrook shall result in the immediate termination of this permit. This permit shall not be transferred to any other address.

SECTION 3. AMENDMENT TO THE CODE.

The Code of the City of Seabrook, Appendix A, "Comprehensive Zoning", Article 12, Section 12.03 "Conditional use permits granted" is hereby amended by adding a new paragraph Twenty-Two (22) which shall read as follows:

"(21) By Ordinance No. 2016-06, a conditional use permit was granted to allow the construction and operation of a Hotel without a full service restaurant at 2710 NASA Parkway which is located in a C-2 zoning district. Failure to comply with any conditions imposed and all ordinances of the City of Seabrook shall result in the immediate termination of this permit. This permit shall not be transferred to any other address."

SECTION 4. INCORPORATION INTO THE CODE; PENALTY CLAUSE.

This Ordinance is hereby incorporated into and made a part of the Seabrook City Code and violation of any provision hereof shall be subject to the penalty described in said Code, Section 1-15 "General Penalty; continuing violations" which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Ordinance No. 2016-06
Page 3

SECTION 6. SEVERABILITY.

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

SECTION 7. NOTICE.

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

PASSED AND APPROVED on first reading this 1st day of March, 2016.

PASSED, APPROVED, AND ADOPTED on second and final reading this 15th day of March, 2016.

By: _____
Glenn Royal
Mayor

ATTEST:

By: _____
Robin Hicks, TRMC
City Secretary

Approved as to form:

Steven L. Weathered
City Attorney

**CITY OF SEABROOK
ORDINANCE NO. 2016-10**

**ALTERING SPEED LIMITS ALONG SH 146 FRONTAGE
RED BLUFF ROAD/SEABROOK CIRCLE**

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, CHAPTER 90 “TRAFFIC AND VEHICLES” ARTICLE II, “SPEED RESTRICTIONS”, SECTION 90-31 “ENUMERATION OF LIMITS” BY ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTION 545.356, TEXAS TRANSPORTATION CODE, UPON BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, WITHIN THE CORPORATE LIMITS OF THE CITY OF SEABROOK, ALONG SH 146, FRONTAGE ROAD NORTH AND SOUTH OF RED BLUFF ROAD, AND SEABROOK CIRCLE, AS SET OUT IN THIS ORDINANCE; AND PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00) FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Section 545.356, Vernon’s Texas Civil Statutes, provides that whenever the governing body of the city shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street of highway within the city, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street of highway;

WHEREAS, the City Council of the City of Seabrook has determined the necessity for this Ordinance to alter the prima facie speed limits along SH 146, frontage roads north/south of Red Bluff Road, and south of Seabrook Circle from the results of an engineering and traffic investigation/Speed Zone Study from the Texas Department of Transportation, as provided for therein, and

WHEREAS, the City Council of the City of Seabrook has determined the necessity for this Ordinance in order to comply with statutory law and preserve the health, safety and well-being of the residents, citizens and inhabitants of the City;

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

Ordinance No. 2016-10
Altering Prima Facie Speed Limits
Page 2

SECTION 1. FINDINGS OF FACT.

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

SECTION 2. COMPLIANCE WITH TRANSPORTATION CODE.

Upon the basis of an engineering and traffic investigation conducted by the Texas Department of Transportation heretofore made for the following amendments, attached hereto and as authorized by the provisions of Section 545.356, Texas Transportation Code, the following amended prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described in the amendments below.

SECTION 3. AMENDMENT TO THE CODE.

The Seabrook City Code, Chapter 90 “Traffic and Vehicles”, Article II. “Speed Restrictions”, Section 90-31 “Enumeration of Limits”, is hereby amended as follows:

“Sec. 90-31. Enumeration of limits.

Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Section 545.352 et seq, **specifically including Section 545.356**, Vernon's Texas Civil Statutes, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

- (1) Maximum speed limit established. The maximum speed limit on any road, street, avenue, boulevard or highway within the city limits shall be **30** miles per hour, unless specifically excepted by this section.
- (2) Exceptions. Notwithstanding the provisions of subsection (a) of this section, the maximum speed limits on the following roads, streets, boulevards and highways or portions of same, shall be as follows:

NASA Road 1 (formerly F. M. 528), for its entire length within the city, being from the western city limits to its intersection with State Highway 146, 45 miles per hour.

Red Bluff Road, from the west city limits to State Highway 146, a distance of approximately 0.90 mile, 45 miles per hour.

Ordinance No. 2016-10
Altering Prima Facie Speed Limits
Page 3

Red Bluff Road, from a point 400 feet west of Park Drive to Todville Road, 35 miles per hour.

Repsdorph Road, for its entire length, a distance of 1.40 miles, 35 miles per hour.

~~[SH 146 from the northern limits of the City of Seabrook to 1367 feet north of Repsdorph Road, a distance of approximately 1.369 miles, 50 MPH.]~~

~~[SH 146 from 1367 feet north of Repsdorph Road to the centerline of Third Street, a distance of approximately 1.000 mile, 35 MPH.]~~

~~[SH 146 from the centerline of Third Street to the southern limits of the City of Seabrook, a distance of approximately 0.902 miles, 45 MPH.]~~

Todville Road, from a point 600 feet north of East Meyer Avenue to the north city limits, a distance of 1.60 miles, 35 miles per hour.

El Mar Lane, between Bahama Drive and North Meyer Avenue of 25 miles per hour.

Along SH 146, two-way west frontage road, from the 2455 feet north of Red Bluff Road (north city limit of the City of Seabrook) to the 1821 feet north of Red Bluff Road, a distance of approximately 0.120 mile; the speed limit shall be 35 miles per hour.

Along SH 146, one-way west frontage road, from the 1821 feet north of Red Bluff Road to the 960 feet south of Red Bluff Road, a distance of approximately 0.527 mile, the speed limit shall be 35 miles per hour.

Along SH 146 main lane from 1367 feet south of Red Bluff Road to the 68 feet south of Seabrook Circle, a distance of approximately 0.320 mile; the speed limit shall be 50 miles per hour.

Along SH 146 main lane from 68 feet south of Seabrook Circle. to the south city limit of the City of Seabrook, a distance of approximately 2.416 miles; the speed limit shall be 45 miles per hour.”

SECTION 3. PENALTY CLAUSE; INCLUSION INTO THE CODE.

This Ordinance is hereby incorporated into and made a part of the Seabrook City Code. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not more than Two Hundred Dollars (\$200.00) per offense. Each day of violation shall constitute a separate offense.

Ordinance No. 2016-10
Altering Prima Facie Speed Limits
Page 4

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extents of such inconsistency or conflict, hereby repealed.

SECTION 5. SEVERABILITY.

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

SECTION 6. NOTICE BY PUBLICATON

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

SECTION 7. NOTICE BY ERECTION OF SIGNS

This Ordinance shall become effective upon appropriate erection of speed zone signage to establish and provide additional notice of the establishment of the subject school zones speed limit during school-designated times as provided for herein.

PASSED AND APPROVED on first reading on this 1st day of March, 2016.

PASSED AND APPROVED on second and final reading on this 15th day of March, 2016.

By: _____
Glenn Royal, Mayor

ATTEST:

By: _____
Robin Hicks, TRMC
City Secretary

APPROVED AS TO FORM:

Steven Weathered, City Attorney



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: February 16, 2016

Submitter/Requestor: Chief Wright

Date Submitted: February 2, 2016

Presenter: N/A

Description/Subject: *Monthly Public Safety Statistics Report January 2016*

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

Agenda Briefing Form
Page 2

Suggested Motion:

City Manager Review:

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

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

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

Received and accepted by the City Secretary/Assistant _____

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

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

Council Stat Report 1/1/2016 - 1/31/2016

Offense Data

ASSAULT BY CONTACT F/MIO	4
BURGLARY OF MOTOR VEHICLE	4
THEFT	4
DRIVING WHILE LICENSE INVALID (B)	3
CRIMINAL MISCHIEF	2
DRIVING WHILE INTOXICATED	2
POSSESSION OF MARIJUANA	2
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS B	1
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE ENHANCED	1
ASSAULT WITH A FIREARM-AGGRAVATED	1
BURGLARY OF BUILDING / FORCIBLE ENTRY	1
BURGLARY OF HABITATION / FORCIBLE ENTRY	1
CRIMINAL TRESPASS	1
DEADLY CONDUCT	1
DEATH INVESTIGATION	1
FAILURE TO IDENTIFY	1
FRAUDULENT USE/POSSESSION OF IDENTIFYING INFORMATION	1
MISSING PERSON	1
POSSESSION DANGEROUS DRUG	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	1
POSSESSION OR PROMOTION OF CHILD PORNOGRAPHY	1
RECOVERED STOLEN PROPERTY	1
RECOVERED STOLEN VEHICLE	1
ROBBERY STRONG ARM	1
ROBBERY WITH FIREARM	1
TERRORISTIC THREAT	1
THEFT - SHOPLIFTING	1
THEFT BICYCLE	1
THEFT OF A FIREARM	1
THEFT OF SERVICE	1
UNAUTHORIZED USE OF A VEHICLE (AUTO)	1
UNAUTHORIZED USE OF A VEHICLE (OTHER VEHICLES)	1
UNAUTHORIZED USE OF A VEHICLE (TRUCK/BUS)	1
Total Offense Reports:	47

Arrest Data

WARRANT - AGENCY	25
PUBLIC INTOXICATION	16
WARRANT - OTHER AGENCY	14
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY - C	13
NO DL	12
ASSAULT BY CONTACT	6
DRIVING WHILE LICENSE INVALID (C)	6
EXPIRED LICENSE PLATES	6
POSSESSION OF DRUG PARAPHERNALIA	5
DRIVING WHILE LICENSE INVALID (B)	4
TRAFFIC OFFENSE	4
DEFECTIVE STOP LAMPS	2
DISORDERLY CONDUCT #1 - ABUSIVE LANGUAGE	2
DRIVING WHILE INTOXICATED	2
FAILURE TO IDENTIFY	2
OBSTRUCTED/UNCLEAN REAR LP	2
POSSESSION OF MARIJUANA	2
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	2
ROBBERY WITH FIREARM	2
THEFT OF A FIREARM	2
(DO NOT USE)ASSAULT BY CONTACT	1
ASSAULT BY THREAT	1
ASSAULT CAUSES BODILY INJURY- (FAMILY VIOLENCE)	1
ASSAULT WITH A FIREARM-AGGRAVATED	1
ASSAULT/HANDS/FEET/FISTS-AGGRAVATED	1
BURGLARY OF HABITATION / FORCIBLE ENTRY	1
DEADLY CONDUCT	1
DEFECTIVE TIRES	1
FAIL TO CHANGE ADDRESS ON DL	1
FAIL TO DISPLAY DL	1
FAIL TO MAINTAIN SINGLE LANE	1
FAIL TO SIGNAL TURN	1
FAIL TO STOP AT DESIGNATED POINT	1
IMPEDING TRAFFIC	1
NO DL ON DEMAND	1
NO FRONT LICENSE PLATE OR INSIGNIA	1
NO MOTORCYCLE ENDORSEMENT	1
OPERATE UNREGISTERED MOTOR VEHICLE	1
PASS STOPPED SCHOOL BUS	1
POSSESSION OF CONTROLLED SUBSTANCE W/INTENT TO DELIVER	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 2	1
PROHIBITED WEAPONS-POSSESS,MANUFACTURE,TRANS,REPAIR, SELL	1
ROBBERY STRONG ARM	1
TAMPERING WITH OR FABRICATING PHYSICAL EVIDENCE	1
THEFT (STOLEN PROPERTY/RECEIVE,POSSESS,BUY)	1
THEFT OF SERVICE	1
UNLAWFUL CARRYING WEAPONS	1
UNSAFE LANE CHANGE	1
UNSAFE SPEED	1
Total Arrests:	93
Total Charges:	158

CALL FOR SERVICE DATA

TRAFFIC STOP	586
SUSPICIOUS CIRC PERSON VEHICLE	85
CVE INSPECTION	46
ALARM BURGLAR	35
ASSIST BY LAW	32
MINOR ACCIDENT	30
DISTURBANCE	28
ASSIST CITIZEN	19
TRAFFIC HAZ PROB DIRECT RELAT	19
INTOXICATED DRIVER PERSON	17
WELFARE CONCERN	15
LOUD MUSIC NOISE	13
PARKING VIOLATION	13
THEFT	13
CIVIL PROBLEM STANDBY	11
DISABLED VEHICLE	11
RECKLESS DRIVER CONDUCT	11
VIOLATION CITY ORDINANCE	11
BURGLARY	10
FOLLOW UP	10
ASSAULT	8
FLAGDOWN	8
CRIMINAL MISCHIEF	7
THREAT TERRORISTIC	7
ABUSE NEGLECT CHILD ELDERLY	6
HARASSMENT	6
911 HANG UP	5
LOST MISSING RECOVERED ABDUCTD	5
ACCIDENT MAJOR	4
ALARM PANIC	4
FRAUD	4
PROPERTY LOST RECOVERED	4
UNAUTHORIZED USE OF M/V	4
WARRANT SERVICE	4
ID THEFT	3
WEAPONS OFFENSES	3
ANIMAL CONTROL PROBLEM	2
TRESPASS	2
VEHICLE IN THE DITCH	2
DEATH INVESTIGATION	1
DISORDERLY CONDUCT	1
OSSI TEST CALL	1
ROBBERY	1
STRUCTURE FIRE	1
Total CFS:	1108

CITY OF SEABROOK TEXAS
MONTHLY HUMANE OFFICER REPORT
MONTH OF January 2016

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	YEAR TO DATE LAST YEAR
Dogs and Cats Picked Up	13		58	
Wildlife: Alive	11		52	
Wildlife: Deceased	14		64	
Animals Adopted Out	01		02	
Animals Returned to Owners From Shelter	02		14	
Animals Returned to Owners on the Street	02		13	
Animals Destroyed	9		29	
Rabid Animals Verified	00		00	
Complaints Received by Residents	38		190	
Revenue: Pound Fees & ID Tags				
Animal Bites Reported	01		06	
Citations Issued	00		06	
Calls Received at Shelter	104		435	

Humane Officer D.VANSELOUS

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {01/01/2016} And
{01/31/2016} and District = "1 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	2.38%	\$0	0.00%
113 Cooking fire, confined to container	1	2.38%	\$0	0.00%
	<u>2</u>	<u>4.76%</u>	<u>\$0</u>	<u>0.00%</u>
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	1	2.38%	\$0	0.00%
311 Medical assist, assist EMS crew	24	57.14%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	2.38%	\$0	0.00%
352 Extrication of victim(s) from vehicle	1	2.38%	\$0	0.00%
	<u>27</u>	<u>64.29%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	2.38%	\$0	0.00%
412 Gas leak (natural gas or LPG)	2	4.76%	\$0	0.00%
424 Carbon monoxide incident	1	2.38%	\$0	0.00%
	<u>4</u>	<u>9.52%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
5312 Smoke or odor problem	1	2.38%	\$0	0.00%
	<u>1</u>	<u>2.38%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
6111 Dispatched & cancelled en route to automatic alarm		2.38%	\$0	0.00%
6112 Dispatched & cancelled en route EMS	1	2.38%	\$0	0.00%
	<u>2</u>	<u>4.76%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	2	4.76%	\$0	0.00%
740 Unintentional transmission of alarm, Other	2	4.76%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional		2.38%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	1	2.38%	\$0	0.00%
	<u>6</u>	<u>14.29%</u>	<u>\$0</u>	<u>0.00%</u>

42

\$0

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {01/01/2016} And {01/31/2016}
and District = "1 "

Total Number of Incidents 42	Total Number of Responding Personnel	288
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Average Turnout per Incident	7
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Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {01/01/2016} And {01/31/2016}
and District = "1 "

1 Seabrook

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
100 Fire, Other					
16-0160031	01/15/2016 21:33:20	01/15/2016 21:36:18	1	2	00:02:58
Average Response Time for District/Incident Type					00:02:58
113 Cooking fire, confined to container					
16-0160017	01/12/2016 11:34:34	01/12/2016 11:35:53	1	1	00:01:19
Average Response Time for District/Incident Type					00:01:19
300 Rescue, EMS incident, other					
16-0160007	01/05/2016 11:52:39	01/05/2016 11:55:50	1	1	00:03:11
Average Response Time for District/Incident Type					00:03:11
311 Medical assist, assist EMS crew					
16-0160001	01/02/2016 00:52:00	01/02/2016 00:53:12	1	3	00:01:12
16-0160003	01/03/2016 13:32:52	01/03/2016 13:36:22	1	1	00:03:30
16-0160005	01/04/2016 22:20:10	01/04/2016 22:23:40	1	2	00:03:30
16-0160008	01/06/2016 14:33:39	01/06/2016 14:40:00	1	1	00:06:21
16-0160009	01/06/2016 15:07:33	01/06/2016 15:07:33	1	2	00:00:00
16-0160015	01/10/2016 08:42:49	01/10/2016 08:51:43	1	1	00:08:54
16-0160021	01/13/2016 23:01:48	01/13/2016 23:08:22	1	3	00:06:34
16-0160022	01/14/2016 05:46:49	01/14/2016 05:52:29	1	3	00:05:40
16-0160024	01/14/2016 16:32:35	01/14/2016 16:40:06	1	2	00:07:31
16-0160025	01/14/2016 18:08:10	01/14/2016 18:16:59	1	2	00:08:49
16-0160026	01/14/2016 23:22:55	01/14/2016 23:27:20	1	3	00:04:25
16-0160030	01/15/2016 09:16:56	01/15/2016 09:24:33	2	1	00:07:37
16-0160035	01/17/2016 08:48:10	01/17/2016 08:50:00	1	1	00:01:50
16-0160036	01/19/2016 21:05:52	01/19/2016 21:08:26	1	2	00:02:34
16-0160037	01/19/2016 21:39:23	01/19/2016 21:43:40	1	2	00:04:17
16-0160038	01/20/2016 00:13:53	01/20/2016 00:20:01	1	3	00:06:08
16-0160040	01/21/2016 02:57:11	01/21/2016 03:03:20	1	3	00:06:09
16-0160041	01/22/2016 23:05:24	01/22/2016 23:09:17	1	3	00:03:53
16-0160044	01/24/2016 10:22:11	01/24/2016 10:25:40	1	1	00:03:29
16-0160048	01/26/2016 21:20:43	01/26/2016 21:27:04	1	2	00:06:21
16-0160049	01/26/2016 23:54:23	01/26/2016 23:59:09	1	3	00:04:46
16-0160052	01/28/2016 16:49:13	01/28/2016 16:53:30	1	2	00:04:17
16-0160054	01/31/2016 15:15:46	01/31/2016 15:17:52	1	2	00:02:06
16-0160055	01/31/2016 22:07:37	01/31/2016 22:07:37	1	2	00:00:00
Average Response Time for District/Incident Type					00:04:35
324 Motor Vehicle Accident with no injuries					
16-0160014	01/08/2016 21:52:50	01/08/2016 21:57:30	1	2	00:04:40
Average Response Time for District/Incident Type					00:04:40
352 Extrication of victim(s) from vehicle					
16-0160002	01/02/2016 22:42:01	01/02/2016 22:47:04	2	2	00:05:03
Average Response Time for District/Incident Type					00:05:03

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {01/01/2016} And {01/31/2016}
and District = "1 "

1 Seabrook

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
411 Gasoline or other flammable liquid spill					
16-0160051	01/28/2016 14:49:31	01/28/2016 14:55:11	1	1	00:05:40
Average Response Time for District/Incident Type					00:05:40
412 Gas leak (natural gas or LPG)					
16-0160042	01/23/2016 10:22:31	01/23/2016 10:28:31	1	1	00:06:00
16-0160045	01/25/2016 08:58:11	01/25/2016 09:05:21	1	1	00:07:10
Average Response Time for District/Incident Type					00:06:35
424 Carbon monoxide incident					
16-0160046	01/25/2016 15:39:27	01/25/2016 15:43:43	1	2	00:04:16
Average Response Time for District/Incident Type					00:04:16
5312 Smoke or odor problem					
16-0160004	01/03/2016 22:23:01	01/03/2016 22:25:37	1	2	00:02:36
Average Response Time for District/Incident Type					00:02:36
700 False alarm or false call, Other					
16-0160016	01/11/2016 04:11:51	01/11/2016 04:19:15	1	3	00:07:24
16-0160020	01/13/2016 17:52:14	01/13/2016 17:56:07	1	2	00:03:53
Average Response Time for District/Incident Type					00:05:39
740 Unintentional transmission of alarm, Other					
16-0160028	01/15/2016 07:05:47	01/15/2016 07:08:43	1	1	00:02:56
16-0160053	01/30/2016 17:51:32	01/30/2016 17:55:41	1	2	00:04:09
Average Response Time for District/Incident Type					00:03:33
743 Smoke detector activation, no fire - unintentional					
16-0160012	01/07/2016 18:56:40	01/07/2016 19:00:04	1	2	00:03:24
Average Response Time for District/Incident Type					00:03:24
745 Alarm system activation, no fire - unintentional					
16-0160043	01/23/2016 13:28:58	01/23/2016 13:34:33	1	1	00:05:35
Average Response Time for District/Incident Type					00:05:35
Overall Average Response Time for District 00:04:30					

Total Incident Count: 40

Overall Average Response Time: 00:04:30

CLEMC REPORT
Seabrook Stats Report JAN16

Allergic Reaction	0
Assist by EMS	9
Attempted Suicide	2
Breathing problems	4
Choking	1
CPR	0
CVA	2
Death Investigation	0
Diabetic	1
Drowning	0
Heart problems/pain	7
Injured person	17
Motor Vehicle Incidents	6
Medical Alert Alarm	1
OB Baby Call	0
Overdose	2
Seizure	2
Sick Call	26
Trauma Gunshot/Stabbing	1
fire stand-by	0
Unconscious	1
Total	82

Response Time

7Min 04Sec



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: March 15, 2016

Submitter/Requestor: Chief Wright

Date Submitted: March 2, 2016

Presenter: N/A

Description/Subject: *Monthly Public Safety Statistics Report February 2016*

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

Agenda Briefing Form
Page 2

Suggested Motion:

City Manager Review:

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

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

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

Received and accepted by the City Secretary/Assistant _____

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

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

Council Stat Report 2/1/2016 - 2/29/2016

Offense Data

BURGLARY OF MOTOR VEHICLE	11
CRIMINAL MISCHIEF	10
ASSAULT BY CONTACT F/MIO	7
CREDIT CARD OR DEBIT CARD ABUSE	6
DRIVING WHILE INTOXICATED	6
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	5
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS B	4
ACCIDENT	3
DRIVING WHILE LICENSE INVALID (B)	3
UNAUTHORIZED USE OF A VEHICLE (AUTO)	3
ASSAULT BY CONTACT	2
ASSAULT CAUSES BODILY INJURY- (FAMILY VIOLENCE)	2
HARASSMENT	2
INFORMATION REPORT	2
POSSESSION OF SUBSTANCE IN PENALTY GROUP 2	2
BURGLARY OF BUILDING / FORCIBLE ENTRY	1
BURGLARY OF HABITATION / NON-FORCED	1
BURGLARY OF MOTOR VEHICLE (PARTS & ACCESSORIES)	1
DEATH INVESTIGATION	1
EVADING ARREST OR DETENTION	1
FAIL TO GIVE INFORMATION - UNATTENDED VEHICLE	1
FAILURE TO IDENTIFY	1
FALSIFICATION OF DRUG TEST RESULTS	1
FRAUD	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 4	1
THEFT	1
THEFT OF IDENTITY	1
THEFT OF OR RECEIVING STOLEN CHECK	1
UNLAWFUL CARRYING WEAPONS	1
Total Offense Reports:	82

Arrest Data

WARRANT - AGENCY	31
PUBLIC INTOXICATION	15
WARRANT - OTHER AGENCY	13
NO DL	12
DRIVING WHILE LICENSE INVALID (C)	10
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY - C	7
DRIVING WHILE INTOXICATED	6
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	6
ASSAULT BY CONTACT	5
EXPIRED LICENSE PLATES	5
POSSESSION OF DRUG PARAPHERNALIA	5
DISORDERLY CONDUCT #6 - FIGHTING	3
DRIVING WHILE LICENSE INVALID (B)	3
FAIL TO MAINTAIN SINGLE LANE	3
CRIMINAL MISCHIEF	2
DEFECTIVE HEADLAMPS	2
FAILURE TO APPEAR	2
FAILURE TO IDENTIFY	2
NO CDL	2
TRAFFIC OFFENSE	2
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS B	1
ABANDONING OR ENDANGERING CHILD	1
ASSAULT BY THREAT	1
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE ENHANCED	1
DEFECTIVE EMISSION SYSTEM	1
DEFECTIVE LICENSE PLATE LIGHT	1
DEFECTIVE STOP LAMPS	1
DISORDERLY CONDUCT #1 - ABUSIVE LANGUAGE	1
DISREGARD A POLICE OFFICER OR SCHOOL CROSSING GUARD	1
EVADING ARREST OR DETENTION	1
EXPIRED MOTOR VEHICLE INSPECTION	1
FAIL TO CONTROL SPEED	1
FAIL TO SIGNAL LANE CHANGE	1
FAIL TO STOP AT DESIGNATED POINT STOP SIGN	1
FAIL TO YIELD ROW - PRIVATE ROAD OR DRIVEWAY	1
FALSIFICATION OF DRUG TEST RESULTS	1
FICTICIOUS REGISTRATION	1
HARASSMENT	1
LACK OF REQUIRED TIE-DOWNS-NO HEADBOARD OR BLOCKING DEVICE	1
NO MOTORCYCLE ENDORSEMENT	1
NO OPERATING AUTHORITY-INTRA STATE	1
NO/DEFECTIVE AUTOMATIC BRAKE APPLICATION ON BREAKAWAY TRAILER	1
OPERATE UNREGISTERED MOTOR VEHICLE	1
OTHER NOT ON THE STATUTE LIST	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 2	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 3	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 4	1
PUBLIC INTOXICATION / MINOR	1
UNLAWFUL POSSESSION OF A FIREARM BY A FELON	1
Total Arrests:	108
Total Charges:	165

CALL FOR SERVICE DATA

TRAFFIC STOP	526
SUSPICIOUS CIRC PERSON VEHICLE	97
CVE INSPECTION	96
MINOR ACCIDENT	43
DISTURBANCE	31
ALARM BURGLAR	28
LOUD MUSIC NOISE	24
ASSIST BY LAW	21
INTOXICATED DRIVER PERSON	21
WELFARE CONCERN	21
ASSIST CITIZEN	17
RECKLESS DRIVER CONDUCT	16
CRIMINAL MISCHIEF	15
TRAFFIC HAZ PROB DIRECT RELAT	15
VIOLATION CITY ORDINANCE	14
BURGLARY	13
ASSAULT	11
PARKING VIOLATION	11
THEFT	10
FRAUD	8
ABUSE NEGLECT CHILD ELDERLY	7
FLAGDOWN	7
FOLLOW UP	7
ACCIDENT MAJOR	6
HARASSMENT	6
THREAT TERRORISTIC	6
WARRANT SERVICE	6
CIVIL PROBLEM STANDBY	5
DISABLED VEHICLE	5
ANIMAL CONTROL PROBLEM	4
PROPERTY LOST RECOVERED	4
ALARM PANIC	3
ID THEFT	3
TRESPASS	3
UNAUTHORIZED USE OF M/V	3
911 HANG UP	1
ABANDONED VEHICLE	1
ALARM HOLD UP	1
LOST MISSING RECOVERED ABDUCTD	1
NARCOTICS VIOLATION	1
POLICE PURSUIT	1
PRISONER PROCESS	1
VEHICLE IN THE DITCH	1
Total CFS:	1121

CITY OF SEABROOK TEXAS
MONTHLY HUMANE OFFICER REPORT
MONTH OF February 2016

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	YEAR TO DATE LAST YEAR
Dogs and Cats Picked Up	11		69	
Wildlife: Alive	14		66	
Wildlife: Deceased	10		74	
Animals Adopted Out	01		03	
Animals Returned to Owners From Shelter	03		17	
Animals Returned to Owners on the Street	02		15	
Animals Destroyed	05		34	
Rabid Animals Verified	00		00	
Complaints Received by Residents	27		217	
Revenue: Pound Fees & ID Tags				
Animal Bites Reported	01		07	
Citations Issued	00		00	
Calls Received at Shelter	92		427	

Humane Officer D.VANSELOUS

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {02/01/2016} And
{02/29/2016} and District = "1"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	39	63.93%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	1.64%	\$0	0.00%
	40	65.57%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	1.64%	\$0	0.00%
412 Gas leak (natural gas or LPG)	2	3.28%	\$0	0.00%
444 Power line down	2	3.28%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	1.64%	\$0	0.00%
463 Vehicle accident, general cleanup	1	1.64%	\$0	0.00%
	7	11.48%	\$0	0.00%
5 Service Call				
500 Service Call, other	1	1.64%	\$0	0.00%
	1	1.64%	\$0	0.00%
6 Good Intent Call				
611 Dispatched & cancelled en route	2	3.28%	\$0	0.00%
6111 Dispatched & cancelled en route to automatic alarm	1	1.64%	\$0	0.00%
6112 Dispatched & cancelled en route EMS	1	1.64%	\$0	0.00%
651 Smoke scare, odor of smoke	1	1.64%	\$0	0.00%
	6	9.84%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	2	3.28%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	1.64%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	4	6.56%	\$0	0.00%
	7	11.48%	\$0	0.00%
Total Incident Count:	61		Total Est Loss:	\$0

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {02/01/2016} And {02/29/2016}
and District = "1"

Total Number of Incidents	61	Total Number of Responding Personnel	486
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Average Turnout per Incident	8
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Seabrook

City of Seabrook Monthly Statistics

**Alarm Date Between {02/01/2016} And {02/29/2016}
and District = "1"**

1 Seabrook

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
311 Medical assist, assist EMS crew							
16-0160057	02/01/2016	21:05:23	02/01/2016	21:08:04	1	2	00:02:41
16-0160059	02/04/2016	02:32:48	02/04/2016	02:40:09	1	3	00:07:21
16-0160060	02/04/2016	06:16:11	02/04/2016	06:20:46	1	3	00:04:35
16-0160061	02/04/2016	08:58:54	02/04/2016	09:01:16	1	1	00:02:22
16-0160062	02/04/2016	18:34:11	02/04/2016	18:35:40	1	2	00:01:29
16-0160065	02/05/2016	14:41:23	02/05/2016	14:43:54	1	1	00:02:31
16-0160066	02/05/2016	21:15:03	02/05/2016	21:20:21	1	2	00:05:18
16-0160069	02/08/2016	09:31:23	02/08/2016	09:31:24	1	1	00:00:01
16-0160070	02/09/2016	06:08:24	02/09/2016	06:16:58	1	3	00:08:34
16-0160074	02/09/2016	18:33:05	02/09/2016	18:37:22	1	2	00:04:17
16-0160078	02/11/2016	08:58:13	02/11/2016	09:02:25	1	1	00:04:12
16-0160080	02/11/2016	16:57:54	02/11/2016	17:02:22	1	2	00:04:28
16-0160081	02/11/2016	22:39:48	02/11/2016	22:46:15	1	2	00:06:27
16-0160082	02/11/2016	23:42:24	02/11/2016	23:48:30	1	3	00:06:06
16-0160086	02/12/2016	13:11:21	02/12/2016	13:17:08	1	1	00:05:47
16-0160089	02/14/2016	00:11:27	02/14/2016	00:15:22	1	3	00:03:55
16-0160090	02/14/2016	06:07:23	02/14/2016	06:11:39	1	3	00:04:16
16-0160091	02/14/2016	06:27:08	02/14/2016	06:27:08	1	3	00:00:00
16-0160092	02/14/2016	16:24:39	02/14/2016	16:30:43	1	2	00:06:04
16-0160094	02/16/2016	01:59:31	02/16/2016	02:08:49	1	3	00:09:18
16-0160096	02/16/2016	15:38:51	02/16/2016	15:40:51	1	2	00:02:00
16-0160100	02/18/2016	12:56:57	02/18/2016	12:59:42	1	1	00:02:45
16-0160101	02/18/2016	21:25:16	02/18/2016	21:31:50	1	2	00:06:34
16-0160102	02/19/2016	07:07:48	02/19/2016	07:10:00	1	1	00:02:12
16-0160106	02/20/2016	16:13:35	02/20/2016	16:15:28	1	2	00:01:53
16-0160107	02/20/2016	16:31:41	02/20/2016	16:32:25	1	2	00:00:44
16-0160108	02/20/2016	16:56:17	02/20/2016	16:56:17	1	2	00:00:00
16-0160111	02/21/2016	08:22:40	02/21/2016	08:27:11	1	1	00:04:31
16-0160112	02/21/2016	08:44:32	02/21/2016	08:47:24	1	1	00:02:52
16-0160113	02/21/2016	10:25:16	02/21/2016	10:29:03	1	1	00:03:47
16-0160116	02/22/2016	15:51:50	02/22/2016	16:01:14	1	2	00:09:24
16-0160117	02/22/2016	17:37:17	02/22/2016	17:38:06	1	2	00:00:49
16-0160119	02/22/2016	21:09:32	02/22/2016	21:13:37	1	2	00:04:05
16-0160121	02/24/2016	00:41:22	02/24/2016	00:46:27	1	3	00:05:05
16-0160123	02/26/2016	12:52:01	02/26/2016	12:59:30	1	1	00:07:29
16-0160125	02/27/2016	09:26:55	02/27/2016	09:31:44	1	1	00:04:49
16-0160126	02/27/2016	15:30:20	02/27/2016	15:34:32	1	2	00:04:12
16-0160127	02/28/2016	13:32:40	02/28/2016	13:35:20	1	1	00:02:40
16-0160129	02/29/2016	16:46:10	02/29/2016	16:49:07	1	2	00:02:57
Average Response Time for District/Incident Type							00:04:04

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {02/01/2016} And {02/29/2016}
and District = "1"

1 Seabrook

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
324 Motor Vehicle Accident with no injuries					
16-0160110	02/21/2016 02:21:35	02/21/2016 02:25:29	1	3	00:03:54
Average Response Time for District/Incident Type					00:03:54
411 Gasoline or other flammable liquid spill					
16-0160095	02/16/2016 08:19:42	02/16/2016 08:28:00	1	1	00:08:18
Average Response Time for District/Incident Type					00:08:18
412 Gas leak (natural gas or LPG)					
16-0160056	02/01/2016 09:18:09	02/01/2016 09:24:07	1	1	00:05:58
16-0160088	02/13/2016 12:14:51	02/13/2016 12:17:15	1	1	00:02:24
Average Response Time for District/Incident Type					00:04:11
444 Power line down					
16-0160103	02/19/2016 11:21:51	02/19/2016 11:23:34	1	1	00:01:43
16-0160115	02/21/2016 19:00:09	02/21/2016 19:02:49	1	2	00:02:40
Average Response Time for District/Incident Type					00:02:12
445 Arcing, shorted electrical equipment					
16-0160104	02/19/2016 12:37:10	02/19/2016 12:37:44	1	1	00:00:34
Average Response Time for District/Incident Type					00:00:34
463 Vehicle accident, general cleanup					
16-0160058	02/02/2016 21:07:58	02/02/2016 21:12:41	1	2	00:04:43
Average Response Time for District/Incident Type					00:04:43
500 Service Call, other					
16-0160097	02/17/2016 20:07:37	02/17/2016 20:11:09	1	2	00:03:32
Average Response Time for District/Incident Type					00:03:32
651 Smoke scare, odor of smoke					
16-0160073	02/09/2016 17:21:59	02/09/2016 17:23:28	1	2	00:01:29
Average Response Time for District/Incident Type					00:01:29
700 False alarm or false call, Other					
16-0160079	02/11/2016 13:40:37	02/11/2016 13:43:34	1	1	00:02:57
16-0160124	02/26/2016 17:41:10	02/26/2016 17:47:17	1	2	00:06:07
Average Response Time for District/Incident Type					00:04:32
743 Smoke detector activation, no fire - unintentional					
16-0160068	02/08/2016 06:58:22	02/08/2016 07:00:00	1	3	00:01:38
Average Response Time for District/Incident Type					00:01:38
745 Alarm system activation, no fire - unintentional					
16-0160083	02/12/2016 07:55:24	02/12/2016 07:59:47	1	1	00:04:23
16-0160105	02/19/2016 16:16:01	02/19/2016 16:21:06	1	2	00:05:05
16-0160118	02/22/2016 18:16:36	02/22/2016 18:23:46	1	2	00:07:10
16-0160122	02/25/2016 10:25:40	02/25/2016 10:29:08	1	1	00:03:28
Average Response Time for District/Incident Type					00:05:02

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {02/01/2016} And {02/29/2016}
and District = "1"

1 Seabrook

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
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Overall Average Response Time for District 00:04:01

Total Incident Count: 56

Overall Average Response Time: 00:04:01

CLEMC REPORT
Seabrook Stats ReportFEB16

Allergic Reaction	0
Assist by EMS	0
Attempted Suicide	3
Breathing problems	5
Choking	0
CPR	1
CVA	1
Death Investigation	0
Diabetic	2
Drowning	
Heart problems/pain	10
Injured person	30
Motor Vehicle Incidents	6
Medical Alert Alarm	0
OB Baby Call	0
Overdose	4
Seizure	3
Sick Call	20
Trauma Gunshot/Stabbing	0
fire stand-by	0
Unconscious	1
Total	86

Response Time

6 Min 58 ec



*CITY
OF
SEABROOK*

**AGENDA
BRIEFING**

Date of Meeting: March 15, 2016

Submitter/Requestor: Sean Landis

Presenter: Sean Landis

Description/Subject: Monthly Building Department Report for February 2016.

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 February, there was 0 residential permits issued totaling \$0.00
No new commercial permits were issued in February.**

Recommended Action:

Attachments:

- 2015-2016 Year to Date report
- Code Enforcement and Building Inspection report for February
- Fire Monthly Permitting report page for February
- Marshal Inspection report for February

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

Finance Officer Review:

Budget Dept/Line Item Number _____

Agenda Briefing Form
Page 2

Funding Comments:

Where on the agenda should this item be placed?

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
February 2016**

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	0	\$0.00	\$0.00
Building Additions	9	\$163,955.70	\$1,855.00
Swimming Pools	2	\$60,000.00	\$540.00
New Commercial	0	\$0.00	\$0.00
Commercial Additions	8	\$509,627.00	\$3,887.50
New City	0	\$0.00	\$0.00
City Additions	0	\$0.00	\$0.00
Electrical	14	\$63,705.00	\$624.00
Fill	2	\$1,050.00	\$100.00
Irrigation	0	\$0.00	\$0.00
Mechanical	20	\$137,208.00	\$2,038.00
Plumbing	16	\$58,211.00	\$675.00
Sign	3	\$14,200.00	\$247.50
Demolition	1	\$3,500.00	\$50.00
Fire Alarm/Sprinkler	0	\$0.00	\$0.00
Miscellaneous	3	\$12,250.00	\$222.50
TOTALS	78	\$1,023,706.70	\$10,239.50

**Building Department Statistics
Fiscal Year 2015-2016**

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	#	Valuation	#	Valuation	
October	3	\$878,253.00	5	\$124,987.00	4	\$38,003.50	0	\$0.00	5	\$91,000.00	12	\$40,361.00	1	\$2,400.00	14	\$161,836.58	7	\$31,450.00	51	\$1,368,291.08	52	\$1,875,649.25	
November	1	\$307,000.00	15	\$296,960.00	1	\$3,000.00	0	\$0.00	6	\$36,200.00	18	\$117,556.00	2	\$6,422.00	18	\$139,232.75	26	\$35,045.21	87	\$941,415.96	58	\$1,174,017.38	
December	1	\$279,900.00	13	\$179,800.00	8	\$218,340.00	0	\$0.00	2	\$8,250.00	7	\$25,104.00	0	\$0.00	7	\$65,834.00	16	\$29,507.21	54	\$806,735.21	56	\$1,183,504.55	
January	0	\$0.00	12	\$165,695.00	2	\$115,200.00	0	\$0.00	4	\$11,900.00	5	\$10,926.00	0	\$0.00	9	\$84,775.91	15	\$52,545.00	47	\$441,041.91	36	\$1,145,898.60	
February	0	\$0.00	11	\$223,955.70	8	\$509,627.00	0	\$0.00	9	\$31,000.00	14	\$63,705.00	0	\$0.00	20	\$137,208.00	16	\$58,211.00	78	\$1,023,706.70	45	\$1,291,282.66	
March							0														58	\$1,538,184.96	
April																						74	\$1,324,718.50
May																						79	\$2,494,938.60
June																						65	\$4,026,307.50
July																						79	\$2,000,839.22
August																						58	\$1,940,194.04
September																						64	\$1,125,906.00
Y-T-D TOTALS	5	\$1,465,153.00	56	\$991,397.70	23	\$884,170.50	0	\$0.00	26	\$178,350.00	56	\$257,652.00	3	\$8,822.00	68	\$588,887.24	80	\$206,758.42	317	\$4,581,190.87	724	\$21,121,439.26	

Fees Paid		Fees Paid	
October	\$6,823.98	April	
November	\$14,403.07	May	
December	\$8,085.50	June	
January	\$5,174.00	July	
February	\$10,239.50	August	
March		September	
Y-T-D Total		\$ 44,726.05	

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

New Residential Buildings	5
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#	Water Impact Fees	#	Sewer Impact Fees	#	Water Impact Fees	#	Sewer Impact Fees
October	2 \$ 1,346.35	2	\$ 595.19	April	\$ -		\$ -
November	2 \$ 1,788.56	2	\$ 4,039.05	May			
December	3 \$ 1,788.00	2	\$ 4,039.05	June			
January	0 \$ -	0	\$ -	July			
February	0 \$ -	0	\$ -	August			
March	7	7		September			
Y-T-D Total				14	\$4,922.91	13	\$8,673.29

Fire Inspector Report for February 2016

New (or annual) Inspections	23
Re-inspections (follow-ups)	4
Consultations	0
Plans	3
Investigations	1
Total Inspections	31
Outstanding Inspections	33

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {02/01/2016} And
{02/29/2016}

AG0001 A & G
 409 Todville RD
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/19/2016	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1413 All America Sales
 1413 Bayport Blvd (SH 146)
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/12/2016	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2116 Allcar Insurance
 2116 Bayport Blvd (SH 146)
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/26/2016	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

HALL909 Arlans
 909 Hall ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/12/2016	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {02/01/2016} And
{02/29/2016}

NASA2900#290 Bay Area Elite Properties
2900 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/05/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2136 Burke's Outlet
2136 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/25/2016		122 PLAN REVIEW - Sprinkler System	0.00	
02/26/2016		122 PLAN REVIEW - Sprinkler System	0.00	
Total Activities for Occupancy: 2			0.00	

NASA2729 Clear Lake Animal Hospital
2729 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/12/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2901 Comfort Inn & Suites
2901 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/12/2016		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {02/01/2016} And
{02/29/2016}

NICO01 Crossfit Seabrook
1904 El Mar LANE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/19/2016	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

AFFO01 Diamondhead Massage and Day Spay
1002 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/26/2016	201	INSPECTION - Final	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2108 Edward Jones Investments
2108 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/26/2016	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

MEYER2400 Evelyn Meador Library
2400 N Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/19/2016	205	INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {02/01/2016} And
{02/29/2016}

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

Date	Time	Type	Staff Hrs	Fee
02/19/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

JENN02 Jennifer's Salon
1317 4th (Fourth) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/12/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2611 Knothead's
2611 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/12/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA 2425 Lakewood Yacht Club
2425 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/12/2016		201 INSPECTION - Final	0.00	
02/12/2016		222 INSPECTION - Sprinkler System	0.00	
Total Activities for Occupancy: 2			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {02/01/2016} And
{02/29/2016}

BAYPORT2016 Mama Bella's Hair Salon
2016 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/26/2016	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BATH101 Outrigger's
101 Bath AVE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/19/2016	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

TODVILLE409 Pier 8 Restaurantt
409 Todville RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/19/2016	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
02/19/2016	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

**Date Completed Between {02/01/2016} And
{02/29/2016}**

SPAC01 Space City Hardware
 3136 Nasa
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/12/2016		201 INSPECTION - Final	0.00	
02/19/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			0.00	

NASA2000 TASC
 2000 Nasa
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/12/2016		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
02/05/2016		100 PLAN REVIEW - General	0.00	
02/26/2016		222 INSPECTION - Sprinkler System	0.00	
Total Activities for Occupancy: 2			0.00	

TOWE03 Towers of Seabrook Bldg 08
 3300 Bayport Blvd (SH 146)
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/19/2016		221 INSPECTION - Fire Alarm	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {02/01/2016} And
{02/29/2016}

FIRST1805 Vacant
1805 1st (First) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/05/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3713 Villa Capri
3713 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/12/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3568 Village Pizza
3568 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
02/05/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

Grand Total Activities: 31

Grand Totals: 0.00 0.00

1 The City Council and the Open Space and Trails Committee met in a special joint meeting on
2 Tuesday, February 09, 2016 at Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss
3 and if appropriate, take action on the agenda items listed below.
4

5 **THOSE PRESENT FROM CITY COUNCIL WERE:**

6 GLENN R. ROYAL	MAYOR
7 ROBERT LLORENTE	COUNCIL PLACE NO. 1
8 MIKE GIANGROSSO	COUNCIL PLACE NO. 2
9 GARY JOHNSON – Ex. Abs.	MAYOR PRO TEM &
10	COUNCIL PLACE NO. 3
11 MELISSA BOTKIN	COUNCIL PLACE NO. 4
12 GLENNA ADOVASIO	COUNCIL PLACE NO. 5
13 O.J. MILLER	COUNCIL PLACE NO. 6
14 GAYLE COOK	CITY MANAGER
15 SEAN LANDIS	DEPUTY CITY MANAGER
16 ROBIN HICKS	CITY SECRETARY

17
18 **THOSE PRESENT WERE FROM THE OPEN SPACE AND TRAILS COMMITTEE WERE:**

19 Helen Burton	Chair
20 Sally Antrobus	Vice-Chair
21 John Coggeshall	Member
22 Monica Comeaux	Member
23 Debra Harper - Ex. Abs.	Member
24 Karen Tisdell	Member
25 David Popken	Member

26
27 **THOSE PRESENT FROM CITY STAFF WERE:**

28 Kevin Padgett	Assistant Director of Public Works
29 Saul Garcia	Parks Maintenance Superintendent

30
31 Mayor Royal called the meeting to order at 6:00 p.m.
32

33 **1.0 PUBLIC COMMENTS AND ANNOUNCEMENTS**

34
35 No one came forward to speak and there were no comments or announcements from
36 members of City Council or the Open Space and Trails Committee.
37

38 **2.0 NEW BUSINESS**

39
40 **2.1 Discussion, consideration and possible action regarding the review and update of**
41 **goals of the Open Space and Trails Committee for the fiscal year 2015/16.**

42
43 Each member of the Open Space and Trails Committee presented a topic for discussion
44 regarding items needed for continued improvements to City Parks for the benefit and
45 enjoyment of both residents and visitors.

46 The items discussed were as follows:

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A kayak launch has been discussed in the past and there seems to be interest in such an activity. The boat launch under the bridge is not ideal, as there is competition from power boats that make launching boats at that location more difficult. A place where there is calm water is important, and people would need rails to hold as they get into the kayak and push off away from land.

Current playground equipment in various parks is very old, and in some places the equipment is rusted, and equipment needs to be replaced.

A Trail System Master Plan has been drafted, and the idea was to have hikers go through all the Seabrook Parks, through Pasadena, and all the way to Armand Bayou. Seabrook received grant money in 2013 from the Texas Parks and Wildlife Department and the money needs to be used before it expires to extend the trail to Highway 146.

There is not enough lighting on the trails for early morning and late night use. Cars cannot see hikers, and overall safety might be a factor. There are options for lights that do not interfere with maintenance and upkeep of the parks, including solar and LED lighting, with designs for lights that are secured in the ground, so that they are level with the trail.

The East Meyer trail could connect east and west, which would bring people to the area to use the trail and will serve the greatest number of residents. Some sort of suspended structure could serve as a tourist attraction. Denton has a similar design and could serve as a model.

A park is needed at the Red Bluff / Green Plaza new commercial hub. A new park would provide beautification to the area and could be a place for holding lots of activities and events. It's also an ideal spot for people to park and jump on the trail system.

Several trees have been donated to the City in the past couple of years, and last year's trees are doing ok, but a simple irrigation system is needed to ensure the donations are well cared for and thrive. PVC piping with drip holes that can be manually turned on and off would suffice.

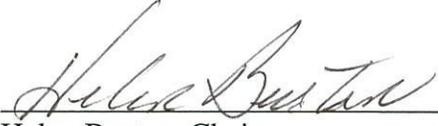
The Coastal Birding signs are in bad shape and Council's financial support would be appreciated for purchasing new signs. The Texas Parks and Wildlife Department is reviewing all birding sites across the State, and all signs could be replaced by that Department at no cost, but the review is not yet completed.

The City Manager and the Open Space and Trails Committee has made application to borrow the Google Trekker, so that Seabrook can use the equipment to take pictures of the trails system, which would then be shared on Google maps.

91 The Mayor and members of City Council expressed appreciation for the hard work that
92 the Open Space and Trails Committee has done and for the volunteer time put in by the
93 volunteers who assist with keeping the parks and trails clean, safe and beautiful. Council
94 had no opposition with the items discussed and agreed with the need and importance of
95 each item.

96
97 Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 7:22 p.m.
98

99 Approved this 3rd day of March, 2016, by the Open Space and Trails Committee.
100

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103 
104 _____
105 Helen Burton, Chair
106

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108 Approved this 15th day of March, 2016, by the City Council.
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113 _____
114 Glenn Royal, Mayor
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116 _____
117 Robin Hicks, TRMC
118 City Secretary

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The City Council of the City of Seabrook met in regular session on Tuesday, March 1, 2016 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

- | | |
|------------------------|--|
| GLENN R. ROYAL | MAYOR |
| ROBERT LLORENTE | COUNCIL PLACE NO. 1 |
| MIKE GIANGROSSO | COUNCIL PLACE NO. 2 |
| GARY JOHNSON | MAYOR PRO TEM &
COUNCIL PLACE NO. 3 |
| MELISSA BOTKIN | COUNCIL PLACE NO. 4 |
| GLENNA ADOVASIO | COUNCIL PLACE NO. 5 |
| O.J. MILLER - Ex. Abs. | COUNCIL PLACE NO. 6 |
| GAYLE COOK | CITY MANAGER |
| SEAN LANDIS | ASSISTANT CITY MANAGER |
| STEVE WEATHERED | CITY ATTORNEY |
| ROBIN HICKS | CITY SECRETARY |

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

1.0 PRESENTATIONS

1.1 Recognizing and honoring Councilmember Glenna Adovasio for her induction into the Missouri Sports Hall of Fame on March 23, 2016 as a player on the 1975-76 Licking High School Volleyball Team, which won the state's first state volleyball championship. (Royal)

The Mayor read the proclamation in honor of Councilmember Adovasio for her induction into the Missouri Sports Hall of Fame. Councilmember Adovasio reflected that she has not seen some of her teammates in many years. Her team did not lose a single match, and this recognition is a great honor.

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40 **1.2 Presentation of Seabrook Volunteer Fire Department (SVFD) quarterly report.**
41 **(Gutacker)**

42 Fire Department President, John Kasbaum, stated that in looking at the first four months
43 of the fiscal year, through the end of January, the Fire Department received 211 calls for
44 service with 181 in Seabrook and 13 in El Lago. 211 calls is a 12% increase over the
45 same period last year. Seabrook calls are up 17% and El Lago's calls are down 31%. As
46 the Seabrook and El Lago populations grow, the calls for service will continue to
47 increase. The Fire Department has changed its procedures to having volunteers respond
48 in pickup trucks instead of heavy apparatus, which reduces costs. Response times
49 continue to improve with about 4.5 minutes on first responder calls and just under 5
50 minutes for fire calls. Fire calls take a few more seconds because personnel have to go to
51 the station to grab heavy apparatus. A total of 1217 volunteer hours have been
52 documented. No issues have been raised during the FY2015 Budget audit, which should
53 be completed by March 15, and the Fire Department finished the year with about \$8,000
54 over budget with the help of grants and donations. A goal every year is to set aside
55 \$25,000 for the Honor Guard that helps families of fallen volunteers. This year the
56 Honor Guard is fully funded. For FY2016, spending is on target. Lower fuel prices and
57 transitioning the operation and maintenance costs for Station 10 to the City, which has
58 gone remarkably well, have helped with expenses. All apparatus is in service with no
59 significant issues. The final inspection on the new fire truck was completed on February
60 15 and 16. The truck is in Houston now and delivery should take place in March after
61 final outfitting, and it will be in service by the end of March.

62 **1.3 Presentation and bi-annual status report on the Chesapeake Bay Senior Living**
63 **Community Planned Unit Development (PUD), as provided by Section 4.10.10,**
64 **"Development Schedule," Appendix A, Seabrook Code of Ordinances.**
65 **(Landis/Fredricks)**

66 The representative from WMF Investments stated that as of today the site is cleared
67 completely and is ready for construction to begin. The first 500 feet of concrete fence is
68 constructed, and plans have been submitted for approval for the first phase of
69 construction. Construction completion is anticipated to be the second quarter of 2017.
70 The Villas will be built ahead of the larger building, and temporary certificates of
71 occupancy will be issued as items are completed. In the next 60 to 90 days, a decision
72 will be made about when pre-leasing will begin, in anticipation of occupancy during the
73 fourth quarter of 2017.

74

75

76 2.0 **PUBLIC COMMENTS AND ANNOUNCEMENTS**

77 Robby Saban, 3811 Hickory View Court, Friendswood, Texas, director for the Lucky
78 Trail Marathon, thanked Council for their service to the community and for support of the
79 marathon. 2016 is the 13th year for the Lucky Trail Marathon in Seabrook. Planning for
80 this year's event is going as expected, and even better. Currently there are 17 different
81 states represented in the participant pool, not including Texas, and there are people
82 coming from Canada and one person from England. This year a Friday event was added,
83 and if it works out, there will be a 3 day challenge added, which might help people stay
84 for a 3 day weekend. Currently there are 285 people registered for the challenge, and the
85 Saturday half marathon is closed. 30 people from City are participating this year. An
86 added touch would be Council coming out to talk to people, and hopefully residents will
87 come out and cheer the runners on, and have fun with it.
88

89 2.1 **Mayor, City Council and/or members of the city staff may make announcements**
90 **about city/community events. (Council)**

91 Councilor Giangrosso announced several upcoming events, including a Storm Surge
92 Protection discussion at San Jacinto College Maritime Building that the Mayor
93 encourages as many people as possible to attend because one of the protection options is
94 elevating Highway 146, which is not in TXDOT's plans; the Lucky Trail Marathon; the
95 Easter Egg Hunt; and the Trash Bash. City offices will be closed on March 25 for Good
96 Friday. The Harris County Mayors and Councils Association will meet this month in
97 Webster in a joint meeting with the Galveston County Mayors and Councils Association.

98 3.0 **SPECIFIC PUBLIC HEARING(S)**
99

100 3.1 **Proposed Ordinance 2016-06, "Issuance of Conditional Use Permit to allow a Hotel**
101 **without a full service restaurant". (Landis)**

102 **AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK,**
103 **APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 12, "TEMPORARY**
104 **AND NONTEXT CHANGES," SECTION 12.03, "CONDITIONAL USE PERMITS**
105 **GRANTED", BY ADDING A NEW PARAGRAPH (22) GRANTING A**
106 **CONDITIONAL USE PERMIT FOR A "HOTEL (WITHOUT FULL SERVICE**
107 **RESTAURANT)" TO BE LOCATED AT 2710 NASA PARKWAY, WITHIN THE**
108 **C-2 (COMMERCIAL - MEDIUM) ZONING DISTRICT AND ESTABLISHING**
109 **ANY APPLICABLE CONDITIONS FOR THE OPERATION OF THE BUSINESS**
110 **IN ACCORDANCE WITH LAW; PROVIDING A PENALTY IN AN AMOUNT**
111 **NOT TO EXCEED \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF**
112 **BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR**
113 **PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith;**
114 **AND PROVIDING FOR SEVERABILITY.**

115 The Mayor opened the public hearing.

116 Applicant, Mike Gaertner, Architect, stated that he has been in this area for 36 years and
117 has accumulated experience working in hotels. Last time he gave a presentation on the
118 physical aspects of the Holiday Inn Express. Tonight's presentation will address the
119 financial aspects of the hotel's performance. To refresh Council's memory, Mr. Gaertner
120 presented the same slide show on the design of the hotel, as was presented at the last
121 Council meeting on this conditional use permit request.

122 Mr. Gaertner reiterated that the owners, the Patels, have decades of experience in the
123 hotel industry with numerous hotels in the area. The Patels are currently, successfully,
124 operating 446 rooms. Good design and good business is what makes a hotel successful,
125 and the Holiday Inn brand does not make mistakes about where their hotels are located.
126 Holiday Inn has 4500 hotel projects all over the world with a great loyalty program where
127 people go to get their rewards. When Holiday Inn brand says to update, franchise owners
128 must update, or lose the franchise. When Holiday Inn Express was previously in
129 Seabrook, it and the Hampton Inn were the highest earning hotels.

130 Every hotel property in Seabrook has increased revenue on an annual basis since 2012.
131 The estimate over the next five years is an increase in total room sales to \$3.3 million,
132 conservatively. This hotel will bring 35-40 jobs to Seabrook, will enhance the City's
133 image, and people will spend money on goods and services in the area. With the Hotel
134 Occupancy Tax (HOT) rate at 7%, the City will see over \$1 million in increase in HOT
135 taxes. The City is currently getting \$2200 per year in property tax for this undeveloped
136 parcel and will get about \$45,000 in property tax per year after construction. The
137 Holiday Inns in Kemah have seen increased revenue of about \$780,000 in a 2 year
138 period, and Webster's Holiday Inns are also showing increased revenues over the same
139 period. The owners and franchise have vetted the location and are confident that the
140 property will succeed, and will not draw income away from existing hotel properties.
141 Right now, Seabrook is losing revenue with loyalty customers staying in Kemah,
142 Webster, and LaPorte. Holiday Inn has approved moving forward with this project and
143 the owners are ready to move forward. The franchise agreement is for 20 years.

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149 Several people spoke on behalf of the franchise owner, Bob Patel, to state that they've
150 known Mr. Patel for several years through his business dealings in Galveston, that he is a
151 successful business owner, a knowledgeable hotelier, committed, hands on, and active in
152 the community. All speakers on behalf of Mr. Patel highly recommended that Council
153 approve the project to bring Holiday Inn Express to Seabrook. The speakers also
154 explained that more hotels in Galveston bring competition to help encourage owners to
155 keep their properties updated and to drive higher room rates. The speakers included
156 representatives from Texas First Bank, the City of Galveston, Moody National Bank, and
157 Hometown Bank.

158 Mr. Premani and son spoke on behalf of the investment group that owns the Quality Inn
159 and stated that Quality Inn has been fairly successful, even competing with 4 other hotels
160 in Seabrook and 10-15 hotels in the surrounding area. However, the Average Daily
161 Room Rate has dropped from \$98 to \$79. Quality Inn is competitive with \$42%
162 occupancy, but there are additional costs currently with upgrading/renovating the
163 building. Other hotels might not survive the current circumstances of low room rates
164 and low occupancy, but Quality Inn will do whatever it takes to survive. Employees are
165 loyal and almost everyone originally hired is still working at Quality Inn. In the hotel
166 industry in general there is a 12.9% decrease in ADR with the decline in the oil and gas
167 industry. Corporate travel is anticipated to go down. The Quality Inn wants to be able to
168 prosper and grow, but adding another hotel will not help any of the hotels in Seabrook
169 meet that goal.

170 Bill Fredrich with WMF investments stated that the Holiday Inn is a great brand, but
171 asked, with the cruise lines going away, where is future business going to come from for
172 the hotels in Seabrook? The cruise lines were the reason for a 15% increase in rates, and
173 occupancy of 67-68%. Another hotel will take occupancy from existing hotels. Highway
174 146 expansion will have an impact. Every hotel can survive, but no one is in the business
175 to lose money.

176 Mr. Bob Patel and son, along with Mr. Gaertner stated that the market is tourism, NASA,
177 Ellington Air Force Base, and the industrial/refinery industry, not oil and gas.
178 Experienced developers are still building in Houston. The average revenue per room is
179 over \$100. Every hotel has its own clients, loyalty program. It's the same with all
180 industries in that the concept of clustering makes business better. Dirty rooms and bad
181 service is what drives customers away. Quality is the key. A hotel being run properly
182 makes a big difference. Good hotels go out and find business. They do not depend on
183 drive by business. A hotel will be successful if the property stays in compliance. The
184 Holiday Inn Express has at least 6 months of design before it is ready to go to bid,
185 making it 2017/2018 at best before opening. The construction activity will require a lot
186 of rooms at existing hotels. League City sold out for 6 months as the I-45 project was

187 being constructed. The construction workers will need a place to stay. This property will
188 make Seabrook a better place for people to come and visit. Everyone in the community
189 can be proud of this project.

190 Having no other speakers come forward, the Mayor closed the public hearing.

191 **4.0 CONSENT AGENDA**

192

193 **4.1 Approve a special event permit for the annual Seabrook Lucky Trail Marathon on**
194 **Friday, March 18, Saturday, March 19, and Sunday, March 20, 2016. The event will**
195 **begin on Friday at 6:30 p.m. and on Saturday and Sunday at 7:00 a.m. at Meador**
196 **Park and continue along the Seabrook trails to Pine Gully Park and back to Meador**
197 **Park. The applicant is also requesting permits for temporary signs and alcohol in**
198 **the park. (Applicant)**

199 **4.2 Approve a parade permit for the Bayside Area Little League Opening Day**
200 **Parade on Saturday, April 2, 2016, starting at 8:00 a.m., from Miramar Shopping**
201 **Center, down El Mar, then right on Meyer to the Bayside Baseball Complex. All**
202 **required documentation has been submitted and approved. A waiver of the fees is**
203 **being requested. (Hicks)**

204 **4.3 Approve an excused absence for Glenna Adovasio for the February 02,**
205 **2016 regular City Council meeting. (Hicks)**

206

207 **4.4 Approve an excused absence for Melissa Botkin and Gary Johnson for the February**
208 **16, 2016 regular City Council meeting. (Hicks)**

209 **4.5 Approve the minutes of the January 19, 2016 regular City Council meeting. (Hicks)**

210 **4.6 Approve the minutes of the February 02, 2016 regular City Council meeting. (Hicks)**

211 **4.7 Approve the minutes of the February 16, 2016 regular City Council meeting. (Hicks)**

212 **END OF CONSENT AGENDA**

213

214 Motion was made by Councilmember Giangrosso and seconded by Councilmember
215 Adovasio

216 To approve the Consent Agenda as presented.

217 MOTION CARRIED BY UNANIMOUS CONSENT

218

219

220

221

222 **5.0 NEW BUSINESS**

223
224 **5.1 Consider approval on first reading of Proposed Ordinance 2016-06, "Issuance of**
225 **Conditional Use Permit to allow a Hotel without a full service restaurant". (Landis)**
226

227 **AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK,**
228 **APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 12, "TEMPORARY**
229 **AND NONTEXT CHANGES," SECTION 12.03, "CONDITIONAL USE PERMITS**
230 **GRANTED", BY ADDING A NEW PARAGRAPH (22) GRANTING A**
231 **CONDITIONAL USE PERMIT FOR A "HOTEL (WITHOUT FULL SERVICE**
232 **RESTAURANT)" TO BE LOCATED AT 2710 NASA PARKWAY, WITHIN THE**
233 **C-2 (COMMERCIAL - MEDIUM) ZONING DISTRICT AND ESTABLISHING**
234 **ANY APPLICABLE CONDITIONS FOR THE OPERATION OF THE BUSINESS**
235 **IN ACCORDANCE WITH LAW; PROVIDING A PENALTY IN AN AMOUNT**
236 **NOT TO EXCEED \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF**
237 **BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR**
238 **PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH;**
239 **AND PROVIDING FOR SEVERABILITY.**

240 Motion was made by Councilmember Llorente and seconded by Councilmember
241 Adovasio

242 To approval on first reading proposed Ordinance 2016-06, "Issuance of Conditional Use
243 Permit to allow a Hotel without a full service restaurant".

244 Discussion ensued regarding approval of the conditional use permit for reasons having to
245 do with competition, the economy, better and more efficient hotels, bringing business to
246 the community, upgrading the look of the City, brand standards, feasibility studies, daily
247 management of the hotel, passing inspections, no interest in a full service hotel at this
248 time, no opposition from other hotel owners other than the Quality Inn or from bed and
249 breakfast owners, free markets, Planning and Zoning commission approval, and the
250 location being unique so that no other business might strive there. Regarding denial of
251 the permit, discussion ensued regarding limiting the number of hotels that are not full
252 service, so that a full service hotel can be brought to Seabrook, big hotels will bring
253 business and allow for smaller hotels to succeed, occupancies are very low now, rates
254 will decrease, and the downturn seen when Hwy 146 is under construction.

255 Councilmember Llorente called for the question.

256

257

258 MOTION CARRIED BY A 4-2 VOTE AS FOLLOWS:

259 Ayes - Mayor Royal, Councilmember Llorente, Councilmember Botkin and
260 Councilmember Adovasio

261 Nays – Councilmember Giangrosso and Councilmember Johnson

262 **5.2 Consider approval on first reading of Ordinance 2016-10, "Altering Speed Limits**
263 **Along SH 146 Frontage Red Bluff/Seabrook Circle." (Cook)**

264 **AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK,**
265 **CHAPTER 90 "TRAFFIC AND VEHICLES" ARTICLE II, "SPEED**
266 **RESTRICTIONS", SECTION 90-31 "ENUMERATION OF LIMITS" BY**
267 **ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR**
268 **VEHICLES UNDER THE PROVISIONS OF SECTION 545.356, TEXAS**
269 **TRANSPORTATION CODE, UON BASIS OF AN ENGINEERING AND**
270 **TRAFFIC INVESTIGATION, WITHIN THE CORPORATE LIMITS OF THE**
271 **CITY OF SEABROOK, ALONG SH 146, FRONTAGE ROAD NORTH AND**
272 **SOUTH OF RED BLUFF ROAD, AND SEABROOK CIRCLE, AS SET OUT IN**
273 **THIS ORDINANCE; AND PROVIDING FOR A PENALTY OF A FINE NOT TO**
274 **EXCEED TWO HUNDRED DOLLARS (\$200.00) FOR VIOLATION OF ANY**
275 **PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL**
276 **ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN**
277 **CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.**

278 Gayle Cook, City Manager, explained that TXDOT sent a letter stating that a traffic study
279 was conducted that spanned 85% of the City limits. Both the Public Works and the
280 Public Safety Departments have reviewed the ordinance and have no major concerns.
281 The ordinance restates all current speed limits, strikes through the limits, and replaces the
282 deleted limits with the TXDOT recommendations. These changes will be only on
283 Highway 146 from the City limits on the Kemah side to the county line.

284 Motion was made by Councilmember Llorente and seconded by Councilmember
285 Giangrosso

286 To approve on first reading Ordinance 2016-10, "Altering Speed Limits Along SH 146
287 Frontage Red Bluff/Seabrook Circle."

288 MOTION CARRIED BY UNANIMOUS CONSENT

289

290 **5.3 Consider approval on first and final reading of Ordinance 2016-11, "Ordinance**
291 **Updating Hotel Occupancy Tax Delinquent Tax Interest Rate." (Lab)**
292

293 **AN ORDINANCE AMENDING CHAPTER 85 OF THE CODE OF ORDINANCES**
294 **OF THE CITY OF SEABROOK, ENTITLED "TAXATION AND FINANCE, "**
295 **ARTICLE II, ENTITLED "HOTEL OCCUPANCY TAX," SECTION 85-32**
296 **"FAILURE TO PAY; REMEDIES," BY AMENDING SUCH SECTION TO**
297 **CLARIFY THE INTEREST RATE OF 15%; PROVIDING A PENALTY IN AN**
298 **AMOUNT NOT TO EXCEED \$500 FOR VIOLATION OF ANY PROVISION**
299 **HEREOF, TOGETHER WITH RELATED PENALTIES AND REMEDIES AS**
300 **SPECIFIED HEREIN, BY INCLUSION INTO THE CODE OF ORDINANCES;**
301 **PROVIDING FOR NOTICE, REPEALING ALL ORDINANCES OR PARTS OF**
302 **ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND**
303 **PROVIDING FOR SEVERABILITY.**

304 Ms. Cook explained this ordinance is just for housekeeping, as the City is not currently
305 exercising the statutory maximum interest rate on delinquent hotel occupancy taxes.

306 Motion was made by Councilmember Giangrosso and seconded by Councilmember
307 Botkin

308 To approve on first and final reading Ordinance 2016-11, "Ordinance Updating Hotel
309 Occupancy Tax Delinquent Tax Interest Rate."

310 MOTION CARRIED BY UNANIMOUS CONSENT

311 **5.4 Consideration and approval of the purchase of a vehicle from Silsbee Ford, in the**
312 **total amount of \$21,535.00 to replace an older model vehicle in the Public Works**
313 **fleet, through a cooperative purchase agreement with HGAC. This is an**
314 **unbudgeted item. (Cook)**

315 Ms. Cook explained this request is for one of several vehicles with pending issues, and
316 this particular replacement cannot wait any longer. This vehicle from Silsbee Ford will
317 replace the mosquito truck, which is completely down. Mosquito spraying can occur up
318 to 7 days a week during the summer. The Public Works Department usually runs lean
319 and has excess funds left over at the end of the year, so that there will more than likely be
320 no change to the budget; however, the approval of this request will allow funding for an
321 unbudgeted item, should it be needed. A clean up ordinance will come back to Council at
322 the end of the year, if needed. A fleet replacement program has been discussed that staff
323 is still working on to figure out the budget because the numbers for the program are high.
324 However, the mosquito truck is needed now. The requested vehicle is a 2000 year model

325 Chevrolet, which was about to go off the lot and staff didn't want to lose it. The dealer is
326 offering a great buyback and will pick up the older vehicle.

327 Motion was made by Councilmember Giangrosso and seconded by Councilmember
328 Llorente

329 To approve the purchase of a vehicle from Silsbee Ford, in the total amount of
330 \$21,535.00 to replace an older model vehicle in the Public Works fleet, through a
331 cooperative purchase agreement with HGAC.

332 MOTION CARRIED BY UNANIMOUS CONSENT

333 **6.0 ROUTINE BUSINESS**

334

335 **6.1 Approve the Action Items Checklist which is attached and made a part of this**
336 **agenda. (Council)**

337

338 Highway 146 – Ms. Cook stated staff had a great meeting today with TXDOT, and the
339 Mayor was present along with the Director of Public Works, the Assistant Director of
340 Public Works, the Economic Development Director and the City's Engineer. TXDOT's
341 attorney let staff know that Union Pacific has reached out to TXDOT for a follow up
342 meeting to take place within the next couple of weeks. TXDOT is not quite at 30% on
343 the total design; however, there will be no changes to Seabrook. Galveston County is
344 requesting a change that does not affect Seabrook. With regard to acquisitions, TXDOT
345 indicated what is already known, which is that all the letters have been mailed to owners.
346 May 1 is TXDOT's target date to have all appraisals completed. TXDOT anticipates that
347 we will start to see activity this summer, with demolitions occurring first. TXDOT
348 indicated that they do not like to do lease backs, but they will look at those options.
349 TXDOT expressed that they understand the toll on Seabrook versus other communities.

350

351 Strategic Plan – City Council will have a special meeting on April 29 to discuss the
352 Strategic Plan. The Comprehensive Master Plan will be completed in about 4-6 weeks,
353 and will go back to the Planning and Zoning Commission, the Economic Development
354 Corporation and the City Council for final review and approval.

355

356 Project updates – Ms. Cook stated everything is moving along as planned. The splash
357 pad parking is in, the water has been tested, and everything looks good. There will be
358 fence at the splash pad, and a gate for people to access. The Fiber Optics project is
359 progressing with no issues. Staff met with the owners of the Town Center on Friday, and
360 they are moving forward and working with an engineer and an architect on a smaller
361 grocery anchor. The owners estimate they will have something on paper within the next
362 2 months. The rest of the trees have been cleared at the Town Center because the owners
363 wanted a line of sight all the way through.

364

365 Tabled item – There is no update at this time. Council requested that this item be tabled
366 until completion of the Comprehensive Master Plan.

367
368 Motion was made by Councilmember Llorente and seconded by Councilmember
369 Adovasio

370
371 To approve the Action Items Checklist.

372
373 MOTION CARRIED BY UNANIMOUS CONSENT

374
375 **6.2 Establish future meeting dates and agenda items. (Council)**

376
377 Council is on its normal schedule, with a special strategic planning workshop scheduled
378 for April 29.

379
380 Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 8:55 p.m.

381
382 Approved this 15th day of March 2016.

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Glenn Royal
Mayor

Robin Hicks, TRMC
City Secretary



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: 03-15-2016

Submitter/Requestor: City of Seabrook

Date Submitted: 03-03-2016

Presenter: Sean Landis

Description/Subject:

Request for an amendment to the Seabrook City Code, Chapter 90, "Traffic and Vehicles," Article III, "Stopping, Standing and Parking," Division I, by adding a new Section 90-65, "Parking Buses, Truck Tractors, Trailers, or Other Vehicles with Two or More Axles Exceeding 14,000 lbs. Gross Weight Rating (GVWR) on Streets," and Section 90-66 "Parking Buses, Truck Tractors, Trailers, or Other Vehicles with Two or More Axles Exceeding 14,000 lbs. Gross Weight Rating (GVWR) on Private Property."

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," BY ADDING NEW SECTIONS 90-65 ENTITLED, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON STREETS," AND SECTION 90-66 ENTITLED, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON PRIVATE PROPERTY"; RENUMBERING SUBSEQUENT SECTIONS ACCORDINGLY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Purpose/Need: Policy Issue Administrative Issue

Recently there has been an increase in the number of Tractor Trailers and Heavy Trucks being parked on streets along with private property throughout the city. City Staff's finds the placement of such vehicles on public and private property poses an adverse impact to the public health, safety and general welfare.

As a result, It was concluded that the following ordinance language be drafted for City Council consideration:

That Chapter 90 entitled, "Traffic and Vehicles," Article III, "Stopping, Standing, and Parking," Division 1, "Generally" be amended by repealing section 90-65 and replacing it under the same section number with a new title, "Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or more axles exceeding 14000 lb. Gross Vehicle Weight Rating (GVWR) on streets," as follows:

~~"[Sec. 90-65. Parking vehicles of three or more axles, capacities of more than three fourths ton and buses prohibited on all streets within the city at certain times.~~

~~Parking is prohibited to the vehicles listed in this section, during the times stated and on either side of any and all streets within the city, with the sole exception stated in subsection (4) of this section.~~

- ~~(1) Vehicles prohibited by this section are all vehicles with three or more axles, and all vehicles having a capacity in excess of three fourths ton, and all buses.~~
- ~~(2) All streets within the city are covered by this section.~~
- ~~(3) Prohibited times for this section are any time from 10:00 p.m. to 6:00 a.m.~~
- ~~(4) For purposes of moving or delivering, the city police department may issue permits for parking contrary to this section, but such permit shall not exceed 48 hours duration.~~

~~(Code 1976, § 16-20.1; Code 1996, § 70-65; Ord. No. 99-22, § 1, 10-19-1999)]~~

Sec. 90-65. – Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or more axles exceeding 14000 lb Gross Vehicle Weight Rating (GVWR) on streets

(a) No person shall stop, park, or leave standing for any period exceeding one hour a Bus, Truck Tractor, Trailer, or other vehicle with two or more axles having a Gross Vehicle Weight Rating (GVWR) exceeding 14,000 Lbs, whether attended or unattended, on any public or private street within the city.

(b) "Bus" means any motor vehicle designed or used to transport more than 15 passengers, including the driver. This includes taxicabs.

(c) "Truck tractor" means a self-propelled motor vehicle designed and/or used primarily for drawing other vehicles.

(d) "Trailer" includes:

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- (1) “Full trailer” means any motor vehicle other than a pole trailer which is designed to be drawn by another motor vehicle and so constructed that no part of its weight, except for the towing device, rests upon the self-propelled towing motor vehicle. A semitrailer equipped with an auxiliary front axle (converter dolly) shall be considered a full trailer.
- (2) “Pole trailer” means any motor vehicle which is designed to be drawn by another motor vehicle and attached to the towing motor vehicle by means of a “reach” or “pole,” or by being “boomed” or otherwise secured to the towing motor vehicle, for transporting long or irregularly shaped loads such as poles, pipes, or structural members, which generally are capable of sustaining themselves as beams between the supporting connections.
- (3) “Semitrailer” means any motor vehicle, other than a pole trailer, which is designed to be drawn by another motor vehicle and is constructed so that some part of its weight rests upon the self-propelled towing motor vehicle.
- (e) “Gross vehicle weight rating (GVWR)” means the value specified by the manufacturer as the loaded weight of a single motor vehicle.
- (f) This section shall not apply to the driver who is making a temporary pickup or delivery or rendering some requested service at a location which abuts the public or private street on which the vehicle is stopped or parked.
- (g) In a prosecution for an offense under this section involving the stopping, standing, or parking of an unattended motor vehicle herein, it is presumed that the registered owner of the vehicle is the person who stopped, stood, or parked the vehicle at the time and place the offense occurred.”

That Chapter 90 entitled, “Traffic and Vehicles,” Article III, “Stopping, Standing, and Parking,” Division 1, “Generally” be amended by repealing section 90-66 and replacing it under the same section number with a new title, “Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or more axles exceeding 14000 lb. Gross Vehicle Weight Rating (GVWR) on private property”; renumbering subsequent sections accordingly; and revising renumbered section 90-67, as follows:

“Sec. 90-66. – Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or more axles exceeding 14000 lb. Gross Vehicle Weight Rating (GVWR) on private property.

- (a) Herein, the terms “Bus”, “Truck tractor”, “Trailer”, and “Gross vehicle weight rating (GVWR)” shall have the meaning assigned in Section 90-65.
- (b) No person shall stop, park, or leave standing for any period exceeding one hour a Bus, Truck Tractor, Trailer, or other vehicle with two or more axles having a Gross Vehicle Weight Rating (GVWR) exceeding 14,000 lbs., whether attended or unattended, on any private property within the city.

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- (c) This section shall not apply to the driver which is making a temporary pickup or delivery or rendering some requested service at a location.
- (d) This section shall not apply to any vehicle being stored legally on a developed parcel of private property and is a direct accessory to the operations of that business not otherwise prohibited by city ordinance.
- (e) The term “accessory” means a vehicle which is incidental, and subordinate to the operations of the principal use located on the parcel of private property.
- (f) In a prosecution for an offense under this section involving the stopping, standing, or parking of an unattended motor vehicle herein, it is presumed that the registered owner of the vehicle is the person who stopped, stood, or parked the vehicle at the time and place the offense occurred.”

Sec. 90-67[6]. - Idling commercial motor vehicles and/or trailers or semitrailers prohibited.

- (a) The following words, terms and phrases, when used in this text, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Commercial vehicle” means a motor vehicle, other than a motorcycle, designed or used for the transportation of property or delivery purposes.

“Motor vehicle” means a vehicle that is self-propelled.

“Semitrailer” means a vehicle without motive power that is designed or used with a motor vehicle, so that some of its weight and the weight of its load rests on or is carried by the motor vehicle.

“Trailer” means a vehicle without motive power that is designed or used to carry property or passengers or for temporary or indefinite storage on its own structure exclusively and drawn by a motor vehicle.

“Truck tractor” means a motor vehicle designed or used primarily for drawing another vehicle: that is not constructed to carry a load other than a part of the weight of the vehicle and load being drawn; any truck with 18 wheels or more, which is propelled by an internal-combustion engine using diesel fuel.

- (b) It shall be unlawful for the operating mechanism of any commercial vehicle and/or trailer, as defined herein, to be left running or idling while upon any municipal public or private parking lot held open to the public, or upon any public or private street, avenue, boulevard, or alley within the city, or to be lined up or queued for loading or unloading or inspections, for a period of time of more than 30 minutes. Emergency vehicles are exempt from this provision.
- (c) Any person who shall violate any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount of not less than \$50.00 nor more than the maximum amount permitted by law, together with the costs of prosecution. Each violation shall constitute a separate offense.
(Code 1996, § 70-66; Ord. No. 2004-18, § 1, 12-7-2004)

Sec. 90-68[7]. - Vehicles without valid registration and inspection stickers prohibited on public rights-of-way and public property.

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Any motor vehicle parked on a public right-of-way or public property without a valid and current state registration sticker and state inspection sticker shall be considered a nuisance and/or abandoned vehicle requiring removal and impounding by the city in accordance with law. Valid and current in this case means any required state inspection sticker and any state registration sticker with due dates not lagging more than 31 days of the current calendar date.

(Ord. No. 2007-10, § 2, 6-19-2007)

Sec. 90-69[8]. - Vehicles for sale prohibited on public rights-of-way and public property.

Motor vehicles being advertised for sale shall not be parked on any public right-of-way or other public property.

(Ord. No. 2007-10, § 2, 6-19-2007)

Sec. 90-70[69]. - Designation of prohibited parking—Boat launching; obstruction and designated parking for vehicles with boat trailers.

- (a) Vehicles shall not be parked in violation of posted restrictions and regulations, or in such a manner as to obstruct or impede normal or emergency traffic movement or the parking of other vehicles, create a safety hazard, or endanger any person, property or environmental feature.
- (b) It shall be unlawful for any person to park or stand a vehicle in a designated marked space posted with signage as "Vehicles with Attached Boat Trailers Only," without an attached trailer, in the city parking lot located on the north side of Clear Lake Creek underneath the overpass commonly known as the Seabrook/Kemah Bridge.
- (c) It shall be unlawful for any person to block or obstruct any public boat-loading ramp except while loading or unloading a watercraft.
- (d) Whenever any parking time limit is imposed, or parking is prohibited on designated streets or public property by this article or any ordinance of the city, as required by law, it shall be the duty of the chief of police to erect appropriate signs giving notice thereof. No such regulations shall be effective unless such signs are erected and in place at the time of any alleged offense as required by law.

(Ord. No. 2010-28, § 2, 10-5-2010; Ord. No. 2013-11, § 2, 7-2-2013)

Sec. 90-71[0]. - Parking prohibited; streets, alleys and driveways.

- (a) No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic-control device, in any of the following places:
 - (1) In a front yard, which for purposes herein refers to, means and includes an improved single-family or duplex lot, which:
 - a. For the purposes of an interior lot, includes:

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1. The area bounded by the front and side property lines of the lot and an imaginary line coinciding with and parallel to the front building wall of the residential structure extending to the side property lines; and
 2. The area extending the entire width of the lot between the front property line of the lot and the curb line or five feet from the edge of the adjacent street if without curbs; or
- b. For the purposes of a corner lot, includes:
1. The area described in subsection (a) of this definition; and
 2. The area of the lot bounded by the front property line, the side property line, which is adjacent to the street, the back property line and an imaginary line coinciding with and parallel to the side building wall nearest the street of the residential structure extending to the front and rear property lines; and
 3. The area extending the entire depth of the lot between the side property line of the lot nearest the curb and the curb line or five feet from the edge of the adjacent street if without curbs. A corner lot shall be treated as having two front yards.
- c. It is an exception to the prohibition in subsection (a)(1) of this section if all wheels of the vehicle, parked in the front yard are on an "improved surface".

Improved surface means a parking area, including a "driveway," extending from the curb, street, or alley in a contiguous course, and constructed of concrete, brick, pavers, asphalt, or other equivalent materials approved by the chief building official prior to installation and serves as an all-weather surface acceptable to the chief building official.

Driveway means the permitted area of a lot constructed, improved, maintained and used for the primary purpose of vehicular access to a single-family or duplex residence from a public street or the permitted parking of vehicles at such residence in compliance with this Code.

- (2) In front of a public or private driveway;
- (3) Within an intersection;
- (4) Within 15 feet of a fire hydrant;
- (5) On a crosswalk; or

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.

- (6) Alongside or opposite any street excavation or obstruction, when stopping, standing or parking would obstruct traffic.
 - (b) No person shall park any vehicle upon a street or alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic.
 - (c) In any prosecution charging a violation of any law or regulation governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where and for the time during which such violation occurred.
 - (d) It shall not be a defense to prosecution under this section that signs have not been posted, notice having been provided by publication.
 - (e) The elements of the various offenses and definitions relating thereto that are set forth in the Texas Transportation Code, and any other state statutes, articles or codes relating to the parking, standing or stopping of vehicles, including amendments thereto, are adopted as a part of this chapter by reference. Violations of any of the aforesaid provisions that are adopted by reference shall also constitute city ordinance violations as provided by this Code.
- (Ord. No. 2013-01, § 2, 2-19-2013)

Background/Issue (What prompted this need?):

Impacted Parties (Expected/Notified):

City at Large

Recommended Action:

Approval

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

Fiscal Impact: Budgeted _____ Yes _____No Finance Officer Review:

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.

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**CITY OF SEABROOK
ORDINANCE NO. 2016-09**

PARKING PROHIBITED ON STREETS AND PRIVATE PROPERTY

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED “TRAFFIC AND VEHICLES,” ARTICLE III, “STOPPING, STANDING, AND PARKING,” DIVISION 1, “GENERALLY,” BY REPEALING SECTION 90-65 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, “PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON STREETS”; REPEALING SECTION 90-66 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, “PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON PRIVATE PROPERTY”; RENUMBERING SUBSEQUENT SECTIONS ACCORDINGLY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200, OR THE MAXIMUM AMOUNT PERMITTED BY LAW FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seabrook has attempted to be continually aware of the problems and issues relating to hazards, nuisances and other circumstances which negatively impact the health, safety and well-being of its residents, citizens and inhabitants; and

WHEREAS, the City Council of the City of Seabrook has investigated, reviewed and considered complaints and associated concerns regarding parking which creates a hazard to the health, safety and welfare of the citizens of the City and that requires the need of further regulation; and

WHEREAS, City Council has determined it necessary to prohibit the obstruction, blockage, potential damage, and related parking issues in the interest of public safety; and

WHEREAS, in the interest of public safety City Council has determined it necessary to regulate the parking, standing, stopping, or leaving of certain vehicles to preserve the property values and aesthetics of the City, prevent damage to property, underground utility facilities and to mitigate or lessen the environmental effect of contamination caused by the leakage of fuels, petroleum products or other harmful chemicals from such vehicles as provided for by law, specifically including Texas Transportation Code Section 545.307 and related provisions; and

46 WHEREAS, all public notices have been posted, published and all required hearings
47 on this matter have been held in accordance with law; now, therefore,
48

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

51
52 **SECTION 1. FINDINGS OF FACT.**
53

54 That the facts and matters set forth in the preamble of this Ordinance are hereby
55 found to be true and correct.
56

57 **SECTION 2. AMENDMENT TO THE CODE**
58

59 That Chapter 90 entitled, "Traffic and Vehicles," Article III, "Stopping, Standing, and
60 Parking," Division 1, "Generally" be amended by repealing section 90-65 and replacing it
61 under the same section number with a new title, "Parking Buses, Truck Tractors, Trailers, or
62 other Vehicles with two or more axles exceeding 14000 lb. Gross Vehicle Weight Rating
63 (GVWR) on streets," as follows:
64

65 ~~“[Sec. 90-65. Parking vehicles of three or more axles, capacities of more than three~~
66 ~~fourths ton and buses prohibited on all streets within the city at certain times.~~

67
68 ~~Parking is prohibited to the vehicles listed in this section, during the times stated and on~~
69 ~~either side of any and all streets within the city, with the sole exception stated in subsection~~
70 ~~(4) of this section.~~

71
72 ~~(1) Vehicles prohibited by this section are all vehicles with three or more axles,~~
73 ~~and all vehicles having a capacity in excess of three-fourths ton, and all~~
74 ~~buses.~~

75 ~~(2) All streets within the city are covered by this section.~~

76
77 ~~(3) Prohibited times for this section are any time from 10:00 p.m. to 6:00 a.m.~~

78
79 ~~(4) For purposes of moving or delivering, the city police department may issue~~
80 ~~permits for parking contrary to this section, but such permit shall not~~
81 ~~exceed 48 hours duration.~~

82 ~~(Code 1976, § 16-20.1; Code 1996, § 70-65; Ord. No. 99-22, § 1, 10-19-1999)]~~

83
84 **Sec. 90-65. – Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or**
85 **more axles exceeding 14000 lb Gross Vehicle Weight Rating (GVWR) on streets**

86 (a) No person shall stop, park, or leave standing for any period exceeding one hour a
87 Bus, Truck Tractor, Trailer, or other vehicle with two or more axles having a
88 Gross Vehicle Weight Rating (GVWR) exceeding 14,000 Lbs, whether attended or
89 unattended, on any public or private street within the city.

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90 (b) “Bus” means any motor vehicle designed or used to transport more than 15
91 passengers, including the driver. This includes taxicabs.

92 (c) “Truck tractor” means a self-propelled motor vehicle designed and/or used primarily
93 for drawing other vehicles.

94 (d) “Trailer” includes:

95 (1) “Full trailer” means any motor vehicle other than a pole trailer which is
96 designed to be drawn by another motor vehicle and so constructed that no part
97 of its weight, except for the towing device, rests upon the self-propelled
98 towing motor vehicle. A semitrailer equipped with an auxiliary front axle
99 (converter dolly) shall be considered a full trailer.

100 (2) “Pole trailer” means any motor vehicle which is designed to be drawn by
101 another motor vehicle and attached to the towing motor vehicle by means of a
102 “reach” or “pole,” or by being “boomed” or otherwise secured to the towing
103 motor vehicle, for transporting long or irregularly shaped loads such as poles,
104 pipes, or structural members, which generally are capable of sustaining
105 themselves as beams between the supporting connections.

106 (3) “Semitrailer” means any motor vehicle, other than a pole trailer, which is
107 designed to be drawn by another motor vehicle and is constructed so that
108 some part of its weight rests upon the self-propelled towing motor vehicle.

109 (e) “Gross vehicle weight rating (GVWR)” means the value specified by the
110 manufacturer as the loaded weight of a single motor vehicle.

112 (f) This section shall not apply to the driver who is making a temporary pickup or
113 delivery or rendering some requested service at a location which abuts the public or
114 private street on which the vehicle is stopped or parked.

116 (g) In a prosecution for an offense under this section involving the stopping, standing,
117 or parking of an unattended motor vehicle herein, it is presumed that the registered
118 owner of the vehicle is the person who stopped, stood, or parked the vehicle at the
119 time and place the offense occurred.”

121 **SECTION 3. AMENDMENT TO THE CODE**

122
123 That Chapter 90 entitled, “Traffic and Vehicles,” Article III, “Stopping, Standing, and
124 Parking,” Division 1, “Generally” be amended by repealing section 90-66 and replacing it
125 under the same section number with a new title, “Parking Buses, Truck Tractors, Trailers, or
126 other Vehicles with two or more axles exceeding 14000 lb. Gross Vehicle Weight Rating

127 (GVWR) on private property”; renumbering subsequent sections accordingly; and revising
128 renumbered section 90-67, as follows:

129

130 **“Sec. 90-66. – Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or**
131 **more axles exceeding 14000 lb. Gross Vehicle Weight Rating (GVWR) on private**
132 **property.**

133

134 (a) Herein, the terms “Bus”, “Truck tractor”, “Trailer”, and “Gross vehicle weight
135 rating (GVWR)” shall have the meaning assigned in Section 90-65.

136

137 (b) No person shall stop, park, or leave standing for any period exceeding one hour a
138 Bus, Truck Tractor, Trailer, or other vehicle with two or more axles having a Gross
139 Vehicle Weight Rating (GVWR) exceeding 14,000 lbs., whether attended or
140 unattended, on any private property within the city.

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143 (c) This section shall not apply to the driver which is making a temporary pickup or
144 delivery or rendering some requested service at a location.

145

146 (d) This section shall not apply to any vehicle being stored legally on a developed parcel
147 of private property and is a direct accessory to the operations of that business not
148 otherwise prohibited by city ordinance.

149

150 (e) The term “accessory” means a vehicle which is incidental, and subordinate to the
151 operations of the principal use located on the parcel of private property.

152

153 (f) In a prosecution for an offense under this section involving the stopping, standing, or
154 parking of an unattended motor vehicle herein, it is presumed that the registered
155 owner of the vehicle is the person who stopped, stood, or parked the vehicle at the
156 time and place the offense occurred.”

157

158 **Sec. 90-67[6]. - Idling commercial motor vehicles and/or trailers or semitrailers**
159 **prohibited.**

160

161 (a) The following words, terms and phrases, when used in this text, shall have the
162 meanings ascribed to them in this section, except where the context clearly indicates a
163 different meaning:

164

165 “Commercial vehicle” means a motor vehicle, other than a motorcycle, designed or
166 used for the transportation of property or delivery purposes.

167

168 “Motor vehicle” means a vehicle that is self-propelled.

169

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170 “Semitrailer” means a vehicle without motive power that is designed or used with a
171 motor vehicle, so that some of its weight and the weight of its load rests on or is
172 carried by the motor vehicle.

173
174 “Trailer” means a vehicle without motive power that is designed or used to carry
175 property or passengers or for temporary or indefinite storage on its own structure
176 exclusively and drawn by a motor vehicle.

177
178 “Truck tractor” means a motor vehicle designed or used primarily for drawing
179 another vehicle; that is not constructed to carry a load other than a part of the weight
180 of the vehicle and load being drawn; any truck with 18 wheels or more, which is
181 propelled by an internal-combustion engine using diesel fuel.

182
183 (b) It shall be unlawful for the operating mechanism of any commercial vehicle and/or
184 trailer, as defined herein, to be left running or idling while upon any municipal public
185 or private parking lot held open to the public, or upon any public or private street,
186 avenue, boulevard, or alley within the city, or to be lined up or queued for loading or
187 unloading or inspections, for a period of time of more than 30 minutes. Emergency
188 vehicles are exempt from this provision.

189
190 (c) Any person who shall violate any provision of this section shall be deemed guilty of a
191 misdemeanor and, upon conviction, shall be fined in an amount of not less than
192 \$50.00 nor more than the maximum amount permitted by law, together with the costs
193 of prosecution. Each violation shall constitute a separate offense.

194 (Code 1996, § 70-66; Ord. No. 2004-18, § 1, 12-7-2004)

195

196 **Sec. 90-68[7]. - Vehicles without valid registration and inspection stickers prohibited on**
197 **public rights-of-way and public property.**

198

199 Any motor vehicle parked on a public right-of-way or public property without a valid
200 and current state registration sticker and state inspection sticker shall be considered a
201 nuisance and/or abandoned vehicle requiring removal and impounding by the city in
202 accordance with law. Valid and current in this case means any required state inspection
203 sticker and any state registration sticker with due dates not lagging more than 31 days of the
204 current calendar date.

205 (Ord. No. 2007-10, § 2, 6-19-2007)

206

207 **Sec. 90-69[8]. - Vehicles for sale prohibited on public rights-of-way and public property.**

208

209 Motor vehicles being advertised for sale shall not be parked on any public right-of-
210 way or other public property.

211 (Ord. No. 2007-10, § 2, 6-19-2007)

212

213 **Sec. 90-70[69]. - Designation of prohibited parking—Boat launching; obstruction and**
214 **designated parking for vehicles with boat trailers.**
215

- 216 (a) Vehicles shall not be parked in violation of posted restrictions and regulations, or in
217 such a manner as to obstruct or impede normal or emergency traffic movement or the
218 parking of other vehicles, create a safety hazard, or endanger any person, property or
219 environmental feature.
220
221 (b) It shall be unlawful for any person to park or stand a vehicle in a designated marked
222 space posted with signage as "Vehicles with Attached Boat Trailers Only," without an
223 attached trailer, in the city parking lot located on the north side of Clear Lake Creek
224 underneath the overpass commonly known as the Seabrook/Kemah Bridge.
225
226 (c) It shall be unlawful for any person to block or obstruct any public boat-loading ramp
227 except while loading or unloading a watercraft.
228
229 (d) Whenever any parking time limit is imposed, or parking is prohibited on designated
230 streets or public property by this article or any ordinance of the city, as required by
231 law, it shall be the duty of the chief of police to erect appropriate signs giving notice
232 thereof. No such regulations shall be effective unless such signs are erected and in
233 place at the time of any alleged offense as required by law.

234 (Ord. No. 2010-28, § 2, 10-5-2010; Ord. No. 2013-11, § 2, 7-2-2013)
235

236 **Sec. 90-71[0]. - Parking prohibited; streets, alleys and driveways.**
237

- 238 (a) No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict
239 with other traffic or in compliance with law or the directions of a police officer or
240 traffic-control device, in any of the following places:
241
242 (1) In a front yard, which for purposes herein refers to, means and includes an
243 improved single-family or duplex lot, which:
244
245 a. For the purposes of an interior lot, includes:
246
247 1. The area bounded by the front and side property lines of the lot
248 and an imaginary line coinciding with and parallel to the front
249 building wall of the residential structure extending to the side
250 property lines; and
251
252 2. The area extending the entire width of the lot between the front
253 property line of the lot and the curb line or five feet from the
254 edge of the adjacent street if without curbs; or
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256 b. For the purposes of a corner lot, includes:
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258 1. The area described in subsection (a) of this definition; and

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2. The area of the lot bounded by the front property line, the side property line, which is adjacent to the street, the back property line and an imaginary line coinciding with and parallel to the side building wall nearest the street of the residential structure extending to the front and rear property lines; and
 3. The area extending the entire depth of the lot between the side property line of the lot nearest the curb and the curb line or five feet from the edge of the adjacent street if without curbs. A corner lot shall be treated as having two front yards.
- c. It is an exception to the prohibition in subsection (a)(1) of this section if all wheels of the vehicle, parked in the front yard are on an "improved surface".
- Improved surface means a parking area, including a "driveway," extending from the curb, street, or alley in a contiguous course, and constructed of concrete, brick, pavers, asphalt, or other equivalent materials approved by the chief building official prior to installation and serves as an all-weather surface acceptable to the chief building official.
- Driveway means the permitted area of a lot constructed, improved, maintained and used for the primary purpose of vehicular access to a single-family or duplex residence from a public street or the permitted parking of vehicles at such residence in compliance with this Code.
- (2) In front of a public or private driveway;
 - (3) Within an intersection;
 - (4) Within 15 feet of a fire hydrant;
 - (5) On a crosswalk; or
 - (6) Alongside or opposite any street excavation or obstruction, when stopping, standing or parking would obstruct traffic.
- (b) No person shall park any vehicle upon a street or alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic.
- (c) In any prosecution charging a violation of any law or regulation governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation, together with proof

305 that the defendant named in the complaint was, at the time of such parking, the
306 registered owner of such vehicle shall constitute in evidence a prima facie
307 presumption that the registered owner of such vehicle was the person who parked or
308 placed such vehicle at the point where and for the time during which such violation
309 occurred.

310

311 (d) It shall not be a defense to prosecution under this section that signs have not been
312 posted, notice having been provided by publication.

313

314 (e) The elements of the various offenses and definitions relating thereto that are set forth
315 in the Texas Transportation Code, and any other state statutes, articles or codes
316 relating to the parking, standing or stopping of vehicles, including amendments
317 thereto, are adopted as a part of this chapter by reference. Violations of any of the
318 aforesaid provisions that are adopted by reference shall also constitute city ordinance
319 violations as provided by this Code.

320 (Ord. No. 2013-01, § 2, 2-19-2013)

321

322 **SECTION 4. INCORPORATION INTO THE CODE, PENALTY CLAUSE.**

323

324 This Ordinance is hereby incorporated into and made a part of the Seabrook City
325 Code. Any person who shall violate any provision of this Ordinance shall be deemed guilty
326 of a misdemeanor and, upon conviction, shall be fined in an amount not more than Two
327 Hundred Dollars (\$200.00) per offense, or the maximum amount allowed by law. Each day
328 of violation shall constitute a separate offense.

329

330 **SECTION 5. REPEAL OF CONFLICTING ORDINANCES.**

331

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

334

335 **SECTION 6. SEVERABILITY.**

336

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

345

346 **SECTION 7. NOTICE.**

347

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

351

352 PASSED AND APPROVED on first reading this 15th day of March, 2016

353

354 PASSED AND APPROVED on second and final reading this 5th day of April, 2016.

355

356

357

358

BY: _____
Glenn Royal, Mayor

359

360 ATTEST:

361

362

363

364 By: _____

365 Robin Hicks, TRMC

366 City Secretary

367

368

369

370 APPROVED AS TO FORM:

371

372

373

374 _____

375 Steven L. Weathered

376 City Attorney

377

378

379

DRAFT 9.11.2015

**AGREEMENT REGARDING THE CONSTRUCTION AND IMPROVEMENT OF
PUBLIC WORKS**

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This Agreement regarding the Construction and Improvement of Public Works (the “Agreement”) is entered into as of the ____ day of _____, 2016, between the CITY SEABROOK, TEXAS, a home rule municipality situated in Harris County, Texas (the “City”) and the SEABROOK ECONOMIC DEVELOPMENT CORPORATION, a non-profit economic development corporation (the “Corporation”) created and operating as a Type B corporation pursuant to the provisions of Chapters 501 and 505, Texas Local Government Code, as amended (the “Act”).

RECITALS

At an election held within the City on January 18, 1992 (the “Election”), the voters approved a proposition authorizing the levy and collection of a sales and use tax within the City at the rate of one-half of one cent (the “Additional Sales Tax”) as authorized by the Act for economic development purposes.

The Corporation was formed pursuant to the Act for the purpose of the payment of costs of “Projects” authorized by Section 4B of Article 5190.6 V.A.T.C.S., (now recodified in the Texas Local Government Code Section, 501.001 et. seq. and more specifically Section 505 relating to Type B corporations), and to pay for the principal and interest on bonds or other obligations issued to pay the costs of such “Projects” as authorized by the Act and the Election.

Pursuant to the provisions of the Act, the City collects the Additional Sales Tax and pays it to the Corporation.

The Corporation hereby finds, determines and declares that expenditures for infrastructure and related improvements/expenditures associated with the construction and improvement of public works, relating to the relocation of water and sewer facilities, specifically including the relocation of the existing municipally owned Public Works facility, the demolition of existing structures, and the development of new public improvements for related new public works facilities, is necessary to promote or develop new or expanded business enterprises that create or retain primary jobs and is an authorized project of the Corporation under the Act, in accordance with Sections 501.101, 501.103, 505.152, 505.155, 505.158, 505.302, and related authority, (the “Authorized Project”).

The Corporation additionally finds that notice and hearing for the Authorized Project has been provided in accordance with Section 505.159, and that in accordance with Section 505.158 that the Corporation shall not undertake the Authorized Project until the City Council of the City of Seabrook adopts a Resolution of approval of the Project after two separate readings (the “Resolution”), and complying with the legal prerequisites for undertaking the Authorized Project

under the Act. The City's approval of the Resolution and execution of this Agreement shall evidence compliance with these legal prerequisites, and the City and the Corporation now wish to proceed with the Authorized Project effective on the date of final approval of the Resolution.

The City and the Corporation have determined that the most economical means of financing the costs of and delivering the Authorized Project is for the City to issue one or more series of its certificates of obligation (the "Certificates") in an aggregate principal amount not to exceed \$2,500,000.00 for the purpose of the Authorized Project, with the agreement of the Corporation to (i) make payments to the City from the Additional Sales Tax in amounts sufficient to pay the debt service on the Certificates as and when it becomes due, all as more specifically detailed in the schedules described in Section 1.04(b) of this Agreement and (ii) make payments to the City for costs of the Authorized Project when due. The Corporation hereby finds that this Agreement is for the benefit of the Corporation and that all payments made hereunder are for authorized project costs under the Act.

The City and the Corporation hereby find, determine, and declare that the respective meetings of the City Council of the City and the Board of Directors of the Corporation at which this Agreement was approved were open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Agreement, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

AGREEMENT

For and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the City and the Corporation agree as follows:

ARTICLE I

THE PROJECTS

Section 1.01 Definitions, Declarations, Findings and Determinations. The definitions, declarations, determinations and findings contained in the recitals to this Agreement are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.02 Construction of the Project.

(a) The City in consultation with the Corporation agrees to prepare or cause to be prepared all plans and specifications required for the construction of the Authorized Project, which costs shall be payable from funds to be paid by the Corporation as provided herein.

(b) The City agrees to contract with all individuals or entities necessary to complete the Authorized Project in accordance with the plans, specifications and other construction documents. The City will provide all construction and contract management services in connection with the construction of the Authorized Project. The public infrastructure improvements being financed with the Certificates and funded by the Corporation will be owned by the City.

(c) The costs of constructing the Authorized Project shall be payable from Certificate proceeds or other funds to be paid by the Corporation on a pay-as-you-go basis. The Corporation will only be responsible for and pay any and all costs associated with the design and construction of the Authorized Project in excess of the Certificate proceeds allocated to the Authorized Project if authorized by the Corporation in a separate action.

Section 1.03 Issuance of the Certificates.

(a) Subject to applicable legal restrictions, the City agrees to issue and sell one or more series of Certificates and to use the applicable portion of the proceeds from the sale of the Certificates to pay the costs of the Authorized Project and the costs of issuing the Certificates.

Section 1.04 Use of Additional Sales Tax.

(a) The Corporation agrees to use the Additional Sales Tax, and any interest earned thereon, to make payments to the City in amounts sufficient to pay the principal of and interest on the Certificates and any bonds issued to refund the Certificates when due. Unless it receives the prior written consent of the City, the Corporation shall make such payments to the City prior to using the Additional Sales Tax, and any interest earned thereon, for any other lawful purposes of the Corporation in accordance with law.

The City will provide the Corporation with a final schedule of the principal and interest payments due on each series of Certificates issued for the Authorized Project upon the pricing of each series of Certificates. The Corporation agrees to pay to the City amounts sufficient to make the principal and interest payments described in such schedules at least fifteen (15) days before each payment is due. Upon delivery of such schedules to the Corporation, which receipt shall be acknowledged by the President of the Corporation or his or her designee, the schedules shall be considered incorporated into this Agreement. Each schedule shall indicate the title of the series of Certificates to which it relates. Upon the issuance of any bonds refunding one or more series of the Certificates, the City will provide the Corporation with a revised schedule of principal and interest payments, which receipt shall be acknowledged by the President of the Corporation or his or her designee, and such schedule shall be considered incorporated into this Agreement. The Corporation agrees to pay to the City amounts sufficient to make the principal and interest payments described in such refunding bond schedules at least fifteen (15) days before each payment is due.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties of the City. (a) The City hereby confirms the earlier levy by the City of the Additional Sales Tax, and hereby warrants and represents that the City has duly and lawfully ordered the imposition and collection of the Additional Sales Tax upon all sales, uses and transactions as are permitted by and described in the Act throughout the boundaries of the City as such boundaries existed on the date of said election and as they may be expanded from time to time pursuant to applicable law.

(b) The City agrees to take and pursue all action permissible under applicable law to cause the Additional Sales Tax to be collected and remitted and deposited with the Corporation as required by the Act, at the earliest and most frequent times permitted by applicable law.

(c) The City agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under this Agreement.

Section 2.02 Representations and Warranties of the Corporation. (a) The Corporation represents and warrants that it is and will be authorized by applicable law and by its articles of incorporation and bylaws to enter into this Agreement and make the payments to the City in the manner and to the extent provided in this Agreement.

(b) The Corporation represents and warrants that the Project is an authorized project of the Corporation under the Act, and that the Corporation has taken all action and obtained all approvals required by law and the Corporation's bylaws in order to proceed with this Project and to undertake its obligations under this Agreement.

(c) The Corporation agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under this Agreement.

(d) The Corporation represents and warrants that this Agreement constitutes a valid, legal and binding obligation of the Corporation enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting creditors' rights, and that the execution and delivery of this Agreement will not conflict with or constitute a material breach of or a default under any agreement or instrument to which the Corporation is a party.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 3.01 Term. This Agreement shall be in force and effect from the date of execution hereof until the date on which the Certificates or bonds issued to refund the Certificates are paid in full.

Section 3.02 Amendments and Supplements. This Agreement may be amended, supplemented or extended by mutual agreement of the parties hereto.

Section 3.03 Merger. This Agreement embodies the entire understanding between the parties hereto and there are no prior effective representations, warranties, or agreements between the parties hereto.

Section 3.04 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original instrument and each will have the force and effect of an original and all of which together constitute, and will be deemed to constitute, one and the same instrument.

Section 3.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.06 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

[Execution Page Follows]

DRAFT 9.11.2015

EXECUTED in multiple counterparts as of the date first written above.

CITY OF SEABROOK, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

SEABROOK ECONOMIC
DEVELOPMENT CORPORATION

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

DRAFT 9.11.2015

SCHEDULE I

Debt Service Schedule

[The debt service schedule for each series of Certificates or refunding bonds will be provided in connection with pricing of such Certificates or refunding bonds and incorporated herein as provided in Sections 1.03 and 1.04 of this Agreement.]

**CITY OF SEABROOK
RESOLUTION NO. 2016-02**

**EDC PROJECT DESIGNATION
RELOCATION AND IMPROVEMENTS FOR PUBLIC WORKS FACILITIES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, DESIGNATING THE PAYMENT BY THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION OF DEBT SERVICE FOR CERTIFICATES OF OBLIGATION, NOT TO EXCEED \$2,500,000.00, TO BE ISSUED BY THE CITY OF SEABROOK FOR THE RELOCATION AND IMPROVEMENTS FOR PUBLIC WORKS FACILITIES AS AN AUTHORIZED PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, on January 18, 1992, the voters of the City of Seabrook authorized the City of Seabrook to adopt a one-half cent sales and use tax to pay for the costs of projects authorized by Section 4B of Article 5190.6, V.T.C.S., as amended, and to pay for the principal and interest of bonds or other obligations issued to pay the costs of such designated projects; and

WHEREAS, the Seabrook Economic Development Corporation (“EDC”) was established to oversee the expenditures of tax monies, and bylaws were established for the operation of the EDC; and

WHEREAS, the EDC has analyzed potential projects that will meet the enabling legislation’s purposes and assist it in attracting new businesses, expanding existing businesses, creating jobs, and assisting in other statutorily authorized economic development programs; and

WHEREAS, the EDC has determined to undertake a project for economic development by providing funding through EDC sales tax revenue, to assist the relocation of the existing municipally owned Public Works Facilities, the demolition of existing structures, and the construction of new public works facilities, to promote or develop new or expanded business enterprises that create or retain primary jobs in or near the City of Seabrook, by paying the debt service for certificates of obligation, not to exceed \$2,500,000.00, to be issued by the City of Seabrook for the “Relocation and Improvements for Public Works Facilities,” (the “Project”) with funding as more specifically delineated in Resolution 2016-1 and related written Construction Agreement, as generally authorized under Texas Local Government Code, (including Sections 501.101, 501.103, 505.152, 505.155, 505.158, and 505.302), and is an authorized project of the EDC; and

WHEREAS, the EDC met on January 14, 2016, and at that time took formal action to support and approve funding of the proposed Project and approved the publication of a Notice to the public of this Project; and

WHEREAS, a public hearing was conducted by the EDC on March 10, 2016 to receive public input for such Project; and

Resolution No. 2016-02

Page 2

WHEREAS, the EDC has determined to proceed with the subject Project, subject to City Council approval of same in accordance with law; and

WHEREAS, the City Council (“City”) desires to encourage the development or redevelopment within the city limits of the City of Seabrook, by specifically approving the EDC funding, as provided herein of the Relocation and Improvements for Public Works Facilities (“Project”) and the “Agreement Regarding the Construction and Improvement of Public Works” (“Construction Agreement”), attached hereto, as approved by the EDC and submitted to City Council for approval; and

WHEREAS, the City Council finds that the funding incentives by the EDC and Construction Agreement, as provided herein will be reasonably likely to contribute to new or expanded business enterprises and the potential of the creation or retention of primary jobs, as provided by Chapters 501 and 505 of the Texas Local Government Code;

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

Section 1. That the facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. That the funding through EDC sales tax revenue, to assist the relocation of the existing municipally owned Public Works Facilities, the demolition of existing structures, and the construction of new Public Works Facilities, to promote or develop new or expanded business enterprises that create or retain primary jobs by paying the debt service for certificates of obligation, not to exceed \$2,500,000.00, to be issued by the City of Seabrook for the “Relocation and Improvements for Public Works Facilities,” (“Project”) and the “Agreement Regarding the Construction and Improvement of Public Works” (“Construction Agreement”) as approved by the Seabrook Economic Development Corporation (“EDC”) and attached hereto, is hereby approved by the City Council of the City of Seabrook.

ADOPTED AND APPROVED this the 15th day of March, 2016.

PASSED, APPROVED, AND ADOPTED on second and final reading this 5th day of April, 2016.

CITY OF SEABROOK, TEXAS

BY: _____
Glenn Royal, Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, MARCH 15, 2016

Submitter/Requestor: Cook

Date Submitted: 3/8/2016 1:23:52 PM

Presenter: Cook

Description/Subject:

Consider and approve Resolution 2016- , Supporting Action to Pursue State of Texas and Federal Restore Act Grants for Pine Gully Bank Stabilization.

Purpose/Need: NA

Background/Issue(What prompted this need):

In response to the 2010 Deepwater Horizon (DWH) oil spill Congress passed the RESTORE Act to protect and restore the natural and economic resources of the U.S. Gulf of Mexico and Gulf Coast. The Act provides funding for coastal restoration and recovery for the affected Gulf Coast states: Alabama, Florida, Louisiana, Mississippi, and Texas. The environmental and economic injuries caused by the spill were extensive. The legal aftermath of the spill will require the parties responsible to pay substantial damages to address these injuries. Through the RESTORE Act, Congress allocated 80 percent of the administrative and civil penalties related to the spill to the states and the federal government to restore and revitalize the Gulf Coast. A portion of the RESTORE Act allocation comes directly to Texas.

The City of Seabrook would like to apply to for funding on several projects, one of which is the Pine Gully stabilization project.

The City of Seabrook, Galveston Bay Foundation and Port of Houston worked jointly on a project that was completed in 2014 to dredge Pine Gully and build jetties at the mouth of the gully. While there has been some improved flow, city staff believes that there could be additional improvements made at the upper and lower part of the gully. During recent rain events, the connection at Todville bridge and Pine Gully continues to show signs of decreased flow. As part of the Phase IV of the project with PHA and GBF, surveys have been underway from the end of 2014 and through 2015. The City of Seabrook is awaiting a final report on the findings.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

There will be a required match 20% match on projects if awarded. This can through a number of different sources such in-kind services, federal matching funds through other grants, or establishment of work completed through previously phases of a project.

Attachments:

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

resolution 2016-03

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:

Approve Resolution 2016-03, Supporting Action to Pursue State of Texas and Federal Restore Act Grants for Pine Gully Stabilization Improvements.

Agenda Language:

Consideration and approval of proposed Resolution 2016-03. (Cook)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR PINE GULLY BANK STABILIZATION IMPROVEMENTS TO ELIMINATE CHANNEL SEDIMENTATION THROUGH DREDGING AND OTHER IMPROVEMENTS; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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.)

**CITY OF SEABROOK
RESOLUTION 2016-03**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR PINE GULLY BANK STABILIZATION IMPROVEMENTS TO ELIMINATE CHANNEL SEDIMENTATION THROUGH DREDGING AND OTHER IMPROVEMENTS; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Seabrook, Texas (the "City"), is a municipal corporation that provides a full-range of governmental services to its citizens, and the City owns and operates water production and distribution facilities and wastewater collection and treatment facilities and provides other municipal services; and

WHEREAS, the City has a long standing tradition of supporting and working jointly with Harris County on projects that benefit not only Seabrook proper but the entire county and its residents; and

WHEREAS, the residents of Seabrook are fortunate to live in a coastal environment that provides us with a quality of life that is second to none, and the recreation and educational opportunities provided by areas like Pine Gully Park and trail system serve as an outlet to enjoy everything the Texas Coast has to offer; and

WHEREAS, coastal wetlands are in the path of increasingly intense and longer lasting storms, putting our coastal communities and businesses at more risk of damage and flooding; and

WHEREAS, further stabilizing the Pine Gully channel to further encourage continual flow of fresh water and limit siltation is critical to maintaining the ecosystem and natural drainage system, and

WHEREAS, it is in our power to support prioritizing natural resource protection and restoration projects that include improving coastal habitat; and

WHEREAS, the RESTORE Act presents Texans with an unprecedented opportunity to make a significant investment in protecting, restoring and sustaining the Texas coast for future generations

NOW, THEREFORE, BE IT RESOLVED THAT:

The City Council of the City of Seabrook fully endorses and supports every opportunity provided by the RESTORE Act to secure funding for projects that will protect and restore our coast against further environmental and economic damage.

PASSED, APPROVED and ADOPTED by the City Council of the City of Seabrook this the 15th day of March, 2016.

Glenn Royal, Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

**CITY OF SEABROOK
RESOLUTION 2016-04**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR PINE GULLY BANK JETTY REHABILITATION AND IMPROVEMENT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Seabrook, Texas (the “City”) has a drainage channel known as Pine Gully that is an important resource to the City as a recreational area and potential ecotourism attraction; and

WHEREAS, in 2005, the gully became partially plugged with sand and the City entered into an agreement with the Port of Houston Authority (“PHA”) and Galveston Bay Foundation (“GBF”) to study the sedimentation issues of Pine Gully; and

WHEREAS, GBF contracted with Mofatt & Nichol (M&N) to conduct the Sedimentation Study & Alternatives Analysis; and

WHEREAS, M&N made several recommendations in the analysis, one of which was the construction of jetties; and

WHEREAS, the City, PHA, and GBF further agreed and shared the responsibility and the costs to construct the jetties in 2014; and

WHEREAS, in 2015 and 2016 in accordance with the Pine Gully Agreement, all parties after construction of jetties and other channel improvements agreed to proceed with biannual monitoring topographical/hydrographic and biological surveys to continue to monitor the success criteria of the project and determine if any further restoration work would be triggered; and

WHEREAS, upon review of preliminary monitoring results some sedimentation has been noted, and the City would support further assessment of the issue and additional improvements to the jetties; and

WHEREAS, the RESTORE Act presents Texans with an unprecedented opportunity to make a significant investment in protecting, restoring and sustaining the Texas coast for future generations;

NOW, THEREFORE, BE IT RESOLVED THAT:

The City Council of the City of Seabrook fully endorses and supports every opportunity provided by the RESTORE Act to secure funding for projects that will protect and restore our coast against further environmental and economic damage.

PASSED, APPROVED and ADOPTED by the City Council of the City of Seabrook this the 15th day of March, 2016.

Glenn Royal, Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

**CITY OF SEABROOK
RESOLUTION 2016-05**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO WORK WITH HARRIS COUNTY TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR THE REPLACEMENT OF PINE GULLY BRIDGE AND CITY OF SEABROOK WATERLINE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, in 2011, the City of Seabrook (“the City”) contracted with Cobb Fendley to study the effect of future development within Pine Gully watershed, and to offer channel improvements necessary to provide mitigation for the future and existing development, and to address any impacts associated with the improvements; and

WHEREAS, in 2012, the City approved and contracted for construction of the recommended channel improvements to Pine Gully to the north of the Todville Bridge; and

WHEREAS, during the hydraulic analysis of the study, the existing Todville Bridge and surrounding siltation had to be commented upon and calculated into improvements to the north; and

WHEREAS, comments in the analysis found that the current height and design of the Todville Bridge acted as a restrictor along the reach, which in turn resulted in higher water surface elevations within Pine Gully; and

WHEREAS, further findings noted that to resolve this surface elevation impact, Todville Bridge replacement would be needed in the future; and

WHEREAS, Todville Bridge is under the operations of Harris County and replacement plans have been planned within the next two years of 2016 to replace the bridge; and

WHEREAS, the City has an 8” waterline connected to the Todville Bridge and the project will include partnering with Harris County during the replacement project to bore the line and improve the protection of this infrastructure for any future disaster events; and

WHEREAS, the City would like the future Todville Bridge to incorporate an underpass for the hike and bike trail which extends upstream from Pine Gully Park at the confluence of Pine Gully and the Gulf of Mexico; and

WHEREAS, the RESTORE Act presents Texans with an unprecedented opportunity to make a significant investment in protecting, restoring and sustaining the Texas coast for future generations;

NOW, THEREFORE, BE IT RESOLVED THAT:

The City Council of the City of Seabrook fully endorses and supports every opportunity provided by the RESTORE Act to secure funding for projects that will protect and restore our coast against further environmental and economic damage.

PASSED, APPROVED and ADOPTED by the City Council of the City of Seabrook this the 15th day of March, 2016.

Glenn Royal, Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

**CITY OF SEABROOK
RESOLUTION 2016-06**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR CONSTRUCTION AND OPERATIONS OF A NATURE CENTER AT PINE GULLY PARK AND CAROTHERS COASTAL GARDENS; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Seabrook, Texas (the “City”) has 10.75 miles of shoreline fronting on four bodies of water; Galveston Bay, Clear Lake, Clear Creek and Taylor Lake, and these shores define Seabrook as a waterfront community and shape the character and perception of the City; and

WHEREAS, the City has a long history of supporting and building upon the amenities unique to our coastal community by Galveston Bay and Pine Gully through our Parks and Open Spaces to enhance wildlife and natural areas; and

WHEREAS, in 2008, the City acquired property along Galveston Bay at Pine Gully called Carothers Coastal Gardens with two residential buildings that were remodeled for event space leaving additional land near the shore line for future concepts to be outlined in a master plan; and

WHEREAS, in 2009, the City had a Master Plan for Pine Gully Park & Carothers Coastal Garden completed that listed concepts of creating future event space with connections to existing Pine Gully trails and new parking areas, restoring shore line, adding bird watching tower, and possible addition of a kayak launch area; and

WHEREAS, the City has always supported projects that would increase ecotourism, provide wetland educational opportunities to the youth of the community, and maintain shore line preservation; and

WHEREAS, the City has partnered with the Galveston Bay Foundation for many years on preservation and educational projects along Pine Gully and would see additional facilities to expand into a new learning venue for the community a great asset for both entities; and

WHEREAS, the Nature Center could provide a learning platform in a natural setting to both Clear Creek ISD schools located within the City’s limits and those just outside our limits; and

WHEREAS, the RESTORE Act presents Texans with an unprecedented opportunity to make a significant investment in protecting, restoring and sustaining the Texas coast for future generations;

NOW, THEREFORE, BE IT RESOLVED THAT:

The City Council of the City of Seabrook fully endorses and supports every opportunity provided by the RESTORE Act to secure funding for projects that will protect and restore our coast against further environmental and economic damage while also extending new learning opportunities to future generations.

PASSED, APPROVED and ADOPTED by the City Council of the City of Seabrook this the 15th day of March, 2016.

Glenn Royal, Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

**CITY OF SEABROOK
RESOLUTION 2016-07**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR RELOCATION AND CONSTRUCTION OF THE CITY OF SEABROOK WASTEWATER TREATMENT PLANT INCLUDING A REGIONALIZATION FEASIBILITY STUDY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Seabrook, Texas (the “City”), is a municipal corporation that provides a full-range of governmental services to its citizens, and the City owns and operates water production and distribution facilities and wastewater collection and treatment facilities and provides other municipal services; and

WHEREAS, the City has a wastewater plant near the shore line to Galveston Bay that is susceptible to subsidence, flooding, debris damage and high winds in weather events common to our area; and

WHEREAS, in 2008, the City was hit by Hurricane Ike and the plant and other infrastructure was compromised and left the City without sewer service for almost a week before essential repairs could be made and deemed safe for the public; and

WHEREAS, the Seabrook Wastewater Plant infrastructure, if compromised, could damage personal property, be harmful to public health and safety, and leave the surrounding fish, wildlife and natural resources at risk; and

WHEREAS, the City does not have a backup to the plant and is completely vulnerable if major long term repairs are required; therefore, the City maintains the relocation of the plant on the Capital Improvement Plan (CIP) for future opportunities of mitigation funding; and

WHEREAS, the current Seabrook Wastewater Plant serves both City of Seabrook and City of Pasadena residents with adequate capacity now and for projected growth for at least the next 15 years; and

WHEREAS, the City of Seabrook purchased a seven acre site for a new wastewater plant north of Red Bluff Road and out of a flood zone to prepare for the relocation of the plant; and

WHEREAS, a wastewater package plant could incrementally phase in the relocation of the Seabrook Wastewater Plant during a multi-year project; and

WHEREAS, a new wastewater plant on the north could serve multiple municipalities and the Port of Houston with added capacity after full build out and use gray water for irrigation purposes; and

WHEREAS, the RESTORE Act presents Texans with an unprecedented opportunity to make a significant investment in protecting, restoring and sustaining the Texas coast for future generations;

NOW, THEREFORE, BE IT RESOLVED THAT:

The City Council of the City of Seabrook fully endorses and supports every opportunity provided by the RESTORE Act to secure funding for projects that will protect and restore our coast against further environmental and economic damage while also extending new learning opportunities to future generations.

PASSED, APPROVED and ADOPTED by the City Council of the City of Seabrook this the 15th day of March, 2016.

Glenn Royal, Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

**CITY OF SEABROOK
RESOLUTION 2016-08**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR A REGIONAL TRAIL IMPROVEMENT PROJECT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Seabrook, Texas (the “City”), has over 12 miles of trails within the city limits; and

WHEREAS, the City strongly values the continued improvement and expansion of the hike and bike trails throughout the city to interconnect neighborhoods to recreational areas and continues to receive public opinion and comments that make this goal clear; and

WHEREAS, in 2012, the City updated the Seabrook Hike and Bike Trails Master Plan to the new Seabrook Open Space & Parks Master Plan; and

WHEREAS, the City has agreements with the Port of Houston to extend hike and bike trails along the berms on the Port of Houston property from Wildlife Park to Old State Highway 146; and

WHEREAS, the Seabrook Open Space & Parks Master Plan includes expansion plans to extend the city trails to regional trails, notably to Armand Bayou Nature Center and along the Red Bluff Road corridor; and

WHEREAS, Harris County has plans for the expansion of Red Bluff Road to improve evacuation routes and will include a trail extension from State Highway 146 (“SH 146”) along Red Bluff Road to Kirby Road; and

WHEREAS, the City of Pasadena, the City of La Porte and the City of Morgan’s Point all have existing trails and would support interconnection of all systems into a complete regional system; and

WHEREAS, a fully regionalized trail system could add to local economies for tourism and economic development for the addition of running events; and

WHEREAS, the RESTORE Act presents Texans with an unprecedented opportunity to make a significant investment in protecting, restoring and sustaining the Texas coast for future generations;

NOW, THEREFORE, BE IT RESOLVED THAT:

The City Council of the City of Seabrook fully endorses and supports every opportunity provided by the RESTORE Act to secure funding for projects that will protect and restore our coast against further environmental and economic damage while also extending new learning opportunities to future generations.

PASSED, APPROVED and ADOPTED by the City Council of the City of Seabrook this the 15th day of March, 2016.

Glenn Royal, Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

**CITY OF SEABROOK
RESOLUTION 2016-09**

**OPPOSING CENTRAL REGION ALTERNATIVE DESIGN #2 (CR#2)
STORM SUPPRESSION ALTERNATIVE BY GCCPRD**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, OPPOSING THE CONCEPT AND ANY ACTION TO PURSUE STORM SUPPRESSION ALTERNATIVE #2 (CR#2) FROM THE FEBRUARY 23, 2016, PHASE 2 REPORT BY THE GULF COAST COMMUNITY PROTECTION AND RECOVERY DISTRICT (“GCCPRD”) AND PROVIDING FOR THE DELIVERY OF SUCH RESOLUTION TO GCCPRD, REGIONAL ECONOMIC DEVELOPMENT AGENCIES AND STATE LEGISLATORS THAT REPRESENT THE CITY OF SEABROOK.

WHEREAS, storm suppression alternatives have been published by GCCPRD identifying potential alternatives to the Harris County/Galveston County region and this district will be holding a public hearing to evaluate moving into Phase 3 of the study on March 22, 2016; and

WHEREAS, an alternative in the report known as CR#2 (2.2.2.2 Central Region Alternate #2 (CR#2) – Texas City Levee Modifications and Extensions North (SH-146) and West-Galveston Ring Levee) has recommended a levee along SH 146 from Dickenson Bayou north through Seabrook to Old La Porte Road; and

WHEREAS, the levee proposed in CR#2 would have elevations ranging from 21.5 feet to 27 feet; and

WHEREAS, the City of Seabrook, Texas (the “City”), is located in Harris County directly in the middle of the proposed project site with a population of 12,288 and is a community that is bordered by Galveston Bay on the east side and Clear Lake along the south; and

WHEREAS, the Texas Department of Transportation (“TXDOT”) is actively in design at almost 60% on the SH 146 Expansion Project and will be starting construction in 2018 in the City of Seabrook limits; and

WHEREAS, SH 146 Expansion Project includes the acquisition of 62 businesses along SH 146 and further economic impact to this corridor would be certain detriment to the economic base of the City; and

WHEREAS, CR#2 would place many of our residents and additional businesses supporting the City’s economic stability into harm’s way for being on the “wrong” side of the levee; and

WHEREAS, the region to which the City of Seabrook is also home is North America's largest concentration of petroleum refining and petrochemical processing plants causing an economic impact to our region; and

WHEREAS, in 2013 the City opposed by Resolution 2013-23, the "Centennial Gate" concept by the Rice University Severe Storm Prediction, Education and Evacuation from Disasters ("SSPEED") Center because of its potential impacts for the low elevation areas seaward impacting our community and businesses; and

WHEREAS, the City is in support of a storm suppression solution and in 2015 supported by Resolution 2015-21 that a Coastal Barrier System study be funded and eventually constructed to safeguard Houston/Galveston Region from storm surge and sub-tropical rain events; and

WHEREAS, the City strongly opposes and does not support that CR#2 should remain an alternative to any study moving forward because of the consequences such a measure could have on the community and the region;

NOW, THEREFORE, BE IT RESOLVED THAT:

The City Council of the City of Seabrook agrees that a storm suppression alternative needs to be studied, funded and constructed but opposes CR#2 by GCCPRD to secure and protect the City of Seabrook residents and businesses from permanent damage and loss.

PASSED, APPROVED and ADOPTED by the City Council of the City of Seabrook this the 15th day of March, 2016.

Glenn Royal, Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

**CITY OF SEABROOK
RESOLUTION 2016-10**

**SUPPORTING CENTRAL REGION ALTERNATIVE DESIGN #1 (CR#1)
STORM SUPPRESSION ALTERNATIVE BY GCCPRD**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING STORM SUPPRESSION ALTERNATIVE #1 (CR#1) FROM THE FEBRUARY 23, 2016, PHASE 2 REPORT BY THE GULF COAST COMMUNITY PROTECTION AND RECOVERY DISTRICT (“GCCPRD”) AND PROVIDING FOR THE DELIVERY OF SUCH RESOLUTION TO GCCPRD, REGIONAL ECONOMIC DEVELOPMENT AGENCIES AND STATE LEGISLATORS THAT REPRESENT THE CITY OF SEABROOK.

WHEREAS, storm suppression alternatives have been published by GCCPRD identifying potential alternatives to the Harris/Galveston County region and this district will be holding a public hearing to evaluate moving into Phase 3 of the study on March 22, 2016; and

WHEREAS, an alternative in the report known as CR#1 (2.2.2.1 Central Region Alternate #1 (CR#1) – High Island to San Luis Pass Coastal Spine) has recommended a coastal protection system for a levee on high ground north of High Island running along SH-87 along the Bolivar Peninsula and tying into the existing Galveston Seawall continuing along the length of the island terminating at San Luis Pass; and

WHEREAS, the levee proposed in CR#1 would have elevations ranging from 18 feet to 21 feet and would also include a large navigation gate located at Bolivar Roads; and

WHEREAS, CR#1 offers a comprehensive approach to protecting the entire Harris/Galveston region and secures a more sound economic and social factor with this alternative; and

WHEREAS, the City suffered significant impact from the storm surge of Hurricane Ike and supports the need of a coastal barrier system to protect industry, citizens and regional partners in the Harris/Galveston County region before a future event hits; and

WHEREAS, in 2015 Resolution 2015-21 was approved by City Council and supported that a Coastal Barrier System study be funded and eventually constructed to safeguard Houston/Galveston Region from storm surge and sub-tropical rain events; and

WHEREAS, the City supports a coastal barrier system that is technically feasible, economically sound, environmentally friendly and socially equitable.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City Council of the City of Seabrook supports CR#1 by GCCPRD or any concept that would not divide protection among the region and allowing a comprehensive and fair approach to the people, industries, businesses, schools, government facilities, residences and associated infrastructure within the Houston/Galveston region.

PASSED, APPROVED and ADOPTED by the City Council of the City of Seabrook this the 15th day of March, 2016.

Glenn Royal, Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of _____, 2016, by and between the **Seabrook Economic Development Corporation**, situated in Harris County, Texas ("SEDC"), and **Burke's Outlet Stores, LLC.**, a Texas limited liability corporation, with principal office located at 1806 38th Ave. East, Bradenton, FL 34208, and registered office located at 211 E. 7th Street Suite 620, Austin, TX 78701, ("Owner" or "Developer"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Developer/Owner proposes to make store site improvements at its location in the Miramar Shopping Center, operating under the name of Burke's Outlet, at 2136 Bayport Blvd Seabrook, TX 77586, located in the tract as referenced in Exhibit "B" and made a part hereof, hereinafter referred to as ("Project Facilities"); and

WHEREAS, Developer has proposed Project Facilities site improvements and submitted a Project Summary and budget to SEDC requesting a 50% match for façade improvements/exterior sign with a total cost represented to be \$84,250 for Burke's Outlet, and has applied for incentives from the SEDC under the Seabrook Façade Improvement Incentive Program ("Program"); and

WHEREAS, upon completion of such construction, Developer proposes to occupy and use the 16,000 square foot building of the Project Facilities as a shoe outlet store, ("Project"), collectively employing a minimum of 15-20 full time and part time employees; and

WHEREAS, Developer/Owner has applied to SEDC for a business incentive grant under the Program to help defray a portion of the costs of construction referred to above, a copy of which application, including project summary, and budget, (the "Application") is attached hereto and made a part hereof as Exhibit "A," the representations contained therein which the SEDC is specifically relying upon as true and correct in considering Owner's/Developer's Application for the Project; and

WHEREAS, pursuant to the Texas Local Government Code, Chapters 501 and 505 together with related authority, Economic Development Corporations of municipalities are authorized to establish programs to promote the creation or retention of jobs or that promote or

develop new or expanded business enterprises in the municipality; and

WHEREAS, in accordance with such enabling laws, SEDC has adopted a “Seabrook Façade Improvement Incentive Program,” (the "Program"); and

WHEREAS, SEDC hereby finds and determines that Developer's/Owner’s proposed Project, together with the proposed Project Facilities, as set forth in the Application and related correspondence, meets the minimum eligibility requirements for an economic incentive grant pursuant to the Program; and

WHEREAS, SEDC hereby finds and determines that the Project, as depicted by Developer/Owner in the Application and related correspondence, encourages the creation or retention of jobs and/or promotes or develops new or expanded business enterprises in the municipality and can be reasonably anticipated to act as a catalyst for further economic development in the City of Seabrook; and

WHEREAS, SEDC, in reliance upon Developer’s/Owner’s representations desires to provide an economic development incentive grant under the Program to induce Developer/Owner to proceed with the implementation of the Project; now therefore,

FOR AND IN CONSIDERATION of the mutual promises, covenants, and agreements herein, the Parties agree as follows:

I. Inducement by SEDC. Conditioned upon Developer’s/Owner’s representations as being true and correct, pursuant to the guidelines of the Seabrook Façade Improvement Incentive Program (“Program”), final approval of façade expenses by SEDC, compliance with the City Code of Ordinances, this Agreement and approval by the Seabrook City Council, SEDC will provide, in the form of a reimbursement to Developer/Owner, an economic incentive grant ("Grant"), payable within thirty (30) days following issuance to the Developer/Owner of a required certificate of occupancy applicable to the Project. The final reimbursement amount of the economic incentive grant shall be determined and based on the actual amounts paid by Developer/Owner, limited to the façade improvements approved by the SEDC in accordance with the Program and Project, (which correlate to lines 15 -17 in the proposed budget submitted in the Application), in an amount not to exceed \$40,000.

II. Performance by Developer.

A. Improvements to Project Facilities. Developer/Owner shall provide for the construction and build-out of the Project Facilities as set forth in the Application. Construction

shall be substantially complete on or before June 3, 2016.

B. Employment. Business occupants of the Project shall, within 30 days following the date of issuance of Grant funds, collectively employ not less than 15 full and part-time employees.

III. Recapture for Default. Grant funds provided hereunder by SEDC shall be contingent on compliance with the provisions of Sections I and II above. In the event of default on any of such requirements, and failure to completely cure any such default within thirty (30) days following written notice thereof by SEDC to Developer/Owner, Developer/Owner shall refund to SEDC the full amount of Grant funds provided hereunder.

Any required refund payment shall be remitted to SEDC within thirty (30) days following the expiration of the cure period set forth above, and any delinquent payment shall bear interest at the maximum rate allowed by law.

IV. Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue for any action arising out of this Agreement shall be exclusively in Harris County, Texas.

V. Notices. Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following addresses or such future addresses as may be designated in writing:

If to Owner/Developer:

Burke's Outlet Stores, LLC
James Simpson, Vice President
1806 38th Ave. East
Bradenton, FL 34208

If to SEDC:

City Manager
City of Seabrook
1700 First St.
Seabrook , Texas 77586

Notice shall be deemed received upon actual receipt or upon refusal of receipt.

VI. Assignment and Succession. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective parties. All rights hereunder may be assigned by Developer/Owner without restriction

to any wholly owned subsidiary or affiliate of Developer/Owner or other entity controlled by Developer/Owner or by a subsidiary or affiliate of Developer/Owner, provided that notice of each assignment shall be given in writing to SEDC, but no other assignment shall be effective without the SEDC's written approval and consent. Provided further, no assignment hereunder shall be effective without the written acknowledgment and acceptance by the assignee of the duties and obligations of Developer/Owner set forth in this Agreement. Such approval shall not be unreasonably withheld.

VII. Time of Essence. Time is of the essence of this Agreement. However, in the event the date specified or computed under this Agreement for the performance of an obligation by any party, or for the occurrence of any event provided herein, shall be a Saturday, Sunday or "legal holiday" (defined for purposes hereof as any holiday observed by the County), then the date of such performance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or legal holiday.

VIII. Modification/Entire Agreement Expressed. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by the Parties. This Agreement constitutes the entire agreement between the parties. No party shall be bound by any term, conditions, statement, or representations, oral or written, not herein contained.

IX. Severability. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby; and in lieu of such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

X. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraph contained herein.

XI. Operations. It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business in the Project Facilities. The SEDC and Developer/Owner acknowledge and agree that Developer/Owner may, at its sole

discretion and at any time cease the operation of its business in the Project Facilities, and SEDC hereby waives any legal action for damages or for equitable relief which might be available because of such cessation of business activity by Developer/Owner except for the recapture of Grant funds as specifically set forth in this Agreement. Provided, however, if Developer/Owner fails to construct the improvements to the Project Facilities as set forth herein, Developer/Owner agrees to reimburse SEDC for all costs expended by SEDC or for which it is legally obligated to expend, as a result of its performance of this Agreement. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or other entity between SEDC and Developer/Owner, with regard to the Project, and SEDC shall have no right hereunder to control the operation of Developer/Owner or the Project. Provided, however, nothing contained herein shall be construed as waiving or limiting the power and authority of SEDC or the City of Seabrook to exercise its police powers, or exempt Developer/Owner from complying with lawfully adopted rules, regulations, ordinances, or laws of the State of Texas or SEDC.

XII. Agreement Product of Negotiation. The Parties agree that this Agreement is the product of negotiation, that each Party has been represented by counsel of their own choosing, that each has freely entered into this Agreement after consulting with their counsel, and that this Agreement contains the terms and conditions requested and required by each. This Agreement shall be construed as having been drafted by all Parties and no term or provision shall be construed either in favor of or against a party on the basis that a party did or did not author this Agreement.

XIII. Limit Of Appropriation. Prior to the execution of this Agreement, Owner/Developer has been advised by the SEDC and Owner/Developer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the SEDC shall have available as a condition for payment, only those sums as expressly provided for under this Agreement for this fiscal year to discharge any and all liabilities which may be incurred by the SEDC. The total compensation that Owner/Developer may become entitled to hereunder and the total sum that the SEDC shall become liable to pay to Owner/Developer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

The Parties specifically acknowledge that the funds allocated for payment to Owner/Developer by SEDC are derived from sales tax revenues, and that SEDC has

only estimated the anticipated tax revenues to be collected during the term of this Agreement in its budget for Fiscal Year 2015-16, and that no estimates have been made of tax revenues for future fiscal years. Owner/Developer further understands, acknowledges, and agrees that if the tax revenues actually collected in any fiscal year are estimated to be or are actually less than the estimated tax revenues anticipated to be collected during the term of this Agreement, SEDC shall be under no obligation to reimburse Owner/Developer for the amount set forth in Section I. Owner/Developer further acknowledges that this Agreement could be anticipated to extend into future fiscal years, and funds may not be available or budgeted in future fiscal years, and that any anticipation of extension may not be enforceable under the Constitution and laws of the State of Texas.#

IN WITNESS WHEREOF, and as authorized respectively by the SEDC and City Council of Seabrook and _____, the parties have executed this Agreement effective the day and year first written above.

SEABROOK ECONOMIC DEVELOPMENT CORPORATION

BY: Paul Dunphey,
Board President

DATE: _____, 2016

ATTEST:

Terry Chapman,
Board Secretary

CITY OF SEABROOK, TEXAS

Glenn R. Royal
Mayor

DATE: _____, 2016

ATTEST:

Robin Hicks, TRMC
City Secretary

BURKE'S OUTLET STORES, LLC

James Simpson, Vice President

DATE: _____, 2016



**CITY
OF
SEABROOK**

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, MARCH 15, 2016

Submitter/Requestor: Cook

Date Submitted: 3/3/2016 1:20:47 PM

Presenter: Cook

Description/Subject:

Consider and approve the purchase of one (1) 2016 Tahoe for the Police Department from Caldwell Country Chevrolet through the HGAC BuyBoard program (Contract No VE11-15) in the amount of \$31,696 and purchase of equipment for vehicle in the amount of \$14,768 for a grand total of \$46,464; authorizing the City Manager to execute the appropriate documents. This is an unbudgeted item.

Purpose/Need: NA

Background/Issue(What prompted this need):

This vehicle is needed to replace P31 that was a 2005 CVE Tahoe with 125K miles. The existing vehicle had a complete engine fail and based upon the repair costs, the amount exceeded current cash value.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

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

**Tahoe 2016 Proposal
Equipment**

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

Budget Dept/Line Item Number 200-5180

Funding Comments:

Sufficient surplus is forecasted in Department 200 - Public Safety to fund this expenditure without a supplemental appropriation. Therefore, while unbudgeted, overall funds are forecasted to be sufficient.

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Approve the purchase of one (1) 2016 Tahoe for the Police Department from Caldwell Country Chevrolet in the amount of \$31,696 and purchase of equipment for vehicle in the amount of \$14,768 for a grand total of \$46,464; authorizing the City Manager to execute the appropriate documents.

Agenda Language:

Consideration and approval of the purchase of one (1) 2016 Tahoe for the Police Department from Caldwell Country Chevrolet through the HGAC BuyBoard program (Contract No VE11-15) in the amount of \$31,696 and purchase of equipment for vehicle in the amount of \$14,768 for a grand total of \$46,464, and authorizing the City Manager to execute the appropriate documents. This is an unbudgeted item. (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.)

Gayle Cook

From: Sean Wright
Sent: Wednesday, March 09, 2016 10:16 AM
To: Gayle Cook
Subject: CVE replacement Tahoe
Attachments: Copy of HGAC -Motor Vehicle worksheet.xlsx SEABROOK -2016 CHEVROLET TAHOE PPV CC15706-1X-MARCH8-TRADE1.xlsx; EquipmentCVETahoe.pdf

Gayle first document is cost of vehicle with trade in , the second is equipment. Estimated cost \$46464.00

Sean A. Wright

Chief of Police

Seabrook Police Department
1400 Cook Street
Office: (281) 291-5609
swright@seabrooktx.gov



Siddons-Martin
1443A Aldine-Bender Road
Houston TX USA 77032
Phone #:(281) 219-1920
Fax #: (281) 219-2560

Estimate Number: 2400341
Tag Number:
Date and Time In: 2/23/2016 - 5:13 PM
Date and Time Out: 2/23/2016 - 5:13 PM
Promised Date - Time: 2/23/2016 - 5:13 PM
Cashed Out Date:

2400341

Remit To: PO Box 610101 Dallas Tx, 75261-0101

Date Appointment Initiated: 2/23/2016
Service Advisor: (A02Z) Nereyda Sepulveda

Seabrook Police Department 1004330 Work: (281) 291-5610
 1400 Cook
 Seabrook TX 77586

Repair	VIN	Second VIN	Mech #	Type	Labor Price	Discount Ext	Total Ext Price
Description				Qty			
1				Wholesale	\$2,500.00	\$0.00	\$2,500.00
PARTS & LABOR							
IB2BRBR	LIBERTY II DUO WC 55" B/R/B/R			1.00	\$1,650.00	\$0.00	\$1,650.00
CCSRN3	CENCOM SAPPHIRE SIREN SYSTEM			1.00	\$665.00	\$0.00	\$665.00
SA315P	SA315P SPEAKER, BLACK PLASTIC			1.00	\$150.00	\$0.00	\$150.00
SAK1	SA-315 MOUNT KIT UNIVERSAL			1.00	\$40.00	\$0.00	\$40.00
STPKT93	WHELEN TAHOE 2015 LIGHTBAR STRAP KIT #93			1.00	\$70.00	\$0.00	\$70.00
TADF6-33000	6-LT 500 SERIES DUO-COLOR T/A - RED/BLUE			1.00	\$850.00	\$0.00	\$850.00
38737	Push Bumper - Center Section Only			1.00	\$320.00	\$0.00	\$320.00
VTX609J	VERTEX SUPER-LED SPLIT RED/BLU			4.00	\$81.00	\$0.00	\$324.00
AVN2RB	DUAL AVENGER SUPER-LED RED/BLU--SIDE			2.00	\$213.60	\$0.00	\$427.20
IONSMJ	SURFACE MT ION LT RED/BLU-REAR HATCH			2.00	\$105.00	\$0.00	\$210.00
KLEIN	Rear Command center w/ command draw			1.00	\$3,450.00	\$0.00	\$3,450.00
2015-TAH-FS	Full size console for 2015 and up Console Tahoe			1.00	\$850.00	\$0.00	\$850.00
C-MD-102	Swing arm with motion adapter			1.00	\$231.00	\$0.00	\$231.00
C-HDM-204	8.5" Heavy Duty Telescoping Pole, s			1.00	\$124.21	\$0.00	\$124.21
805-0022-00	Dual 2 Antenna Rdar System			1.00	\$2,450.00	\$0.00	\$2,450.00
GVM5206S-H	Self Supporting Single Weapon Tri-L			1.00	\$306.00	\$0.00	\$306.00
INSTALLKIT	WIRE, LOOM, FUSES, BREAKERS RELAYS, HEAT			1.00	\$150.00	\$0.00	\$150.00
...	CUSTOMER IS PROVIDING:			1.00	\$0.00	\$0.00	\$0.00
...	RADIO & L3 VIDEO SYSTEM			1.00	\$0.00	\$0.00	\$0.00
Parts Total:					\$12,267.41		
				Labor Total:	\$2,500.00	Job Total:	\$14,767.41



**CITY
OF
SEABROOK**

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, MARCH 15, 2016

Submitter/Requestor: Cook

Date Submitted: 3/9/2016 6:05:02 PM

Presenter: Cook

Description/Subject:

Consider and approve the Supplemental Appropriation 2016-02 to purchase of one (1) 2016 Ford F150 4x2 (Contract No 072-A1) in the amount of \$26,777 and purchase of equipment for vehicle in the amount of \$1,872 for a grand total of \$28,649; authorizing the City Manager to execute the appropriate documents. This is an unbudgeted item.

Purpose/Need: NA

Background/Issue(What prompted this need):

This vehicle will be replacing a 2007 Sport Trac with 61,000 miles that needs transmission repairs and to replace and air conditioner. The combined repair proposal is close to the actual cash value and considered not the best alternative. The proposed Ford F150 will also be considered a vehicle that is valuable in more road conditions, especially in damage assessment in certain areas.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

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

Silsbee Ford Proposal

Equipment Proposal for Ford F150

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

Future/Ongoing Impact

Yes

Budget Dept/Line Item Number 600-6010

Funding Comments:

Supplemental Appropriation No 2016-02 is being requested on this expenditure for this departmental purchase. Sufficient funds are not forecasted by the end of the fiscal year to cover the expenditure.

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Motion to approve the purchase of one (1) 2016 Ford F150 in the amount of \$26,777 and purchase of equipment for vehicle in the amount of \$1,872 for a grand total of \$28,649; authorizing the City Manager to execute the appropriate documents.

Agenda Language:

Consideration and approval of Supplemental Appropriation 2016-02 to purchase one (1) 2016 Ford F150 4x2 (Contract No 072-A1) in the amount of \$26,777 and purchase of equipment for vehicle in the amount of \$1,872 for a grand total of \$28,649, and authorizing the City Manager to execute the appropriate documents. This is an unbudgeted item. (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.)

SILSBEE FORD

Government and Commercial Sales

1211 U.S. Highway 96 North Silsbee TX 77656 Phone: (409) 895-3800

Date: 2/26/2016

Prepared by: Richard Hyder
direct phone: (409) 300-1385
email: rhyder.cowboyfleet@gmail.com

Prepared for: City of Seabrook
Sean Landis
phone: 281.291.5705
fax:
email: slandis@seabrooktx.gov

Proposal:	# of items	Description	Price	Extension
	1	2016 Ford F150 supercab 4x2 8' bed per TPASS contract 072-A1 Series 863C	\$ 23,186.00	\$ 23,186.00
		Additional Fleet items:		
	1	101A equipment pkg	\$ 1,430.00	\$ 1,430.00
	1	XL3 3.31 electronic locking axle	\$ 399.00	\$ 399.00
	1	X1E upgrade to 4x4	\$ 3,843.00	\$ 3,843.00
	1	53B trailer hitch	\$ 91.00	\$ 91.00
	1	413 skid plates	\$ 152.00	\$ 152.00
	1	655 36 gallon tank	\$ 376.00	\$ 376.00
	1	vinyl seating	\$ -	\$ -
	1	Trade--2007 Sport Trac ~61000 miles 1FMEU31K07UB01548	\$ (2,700.00)	\$ (2,700.00)
	1	delivery included	\$ -	\$ -
		VEHICLE IN STOCK AS OF 1/6/16	TOTAL:	\$ 26,777.00

Notes: Please call if you have any questions. Thank you

2400398*



Siddons-Martin
1443A Aldine-Bender Road
Houston TX USA 77032
Phone #:(281) 219-1920
Fax #: (281) 219-2560

Estimate Number: 2400398

Tag Number:

Date and Time In: 3/3/2016 - 4:49 PM

Date and Time Out: 3/3/2016 - 4:49 PM

Promised Date - Time: 3/3/2016 - 4:49 PM

Cashed Out Date:

Date Appointment Initiated: 3/3/2016

Service Advisor: (A02Z) Nereyda Sepulveda

Remit To: PO Box 610101 Dallas Tx, 75261-0101

Seabrook Police Department
 1400 Cook
 Seabrook TX 77586

1004330

Work: (281) 291-5610

Repair	VIN	Second VIN	Mech #	Type	Qty	Ret. Price	Savings	Labor	Discount	Total
Description								Selling Price	Ext Discount	Ext Price
1				Wholesale				\$800.00	\$0.00	\$800.00
PARTS AND LABOR										
VTX609F	VERTEX SUPER-LED SPLIT AMB/WHT				4.00	\$140.00	\$55.00	\$85.00	\$0.00	\$340.00
MC23PA	MINI CENTURY 23" AMBER PERM MT				1.00	\$557.00	\$195.00	\$362.00	\$0.00	\$362.00
IONSMB	SURFACE MT ION LT BLUE--GRILL				2.00	\$180.00	\$70.00	\$110.00	\$0.00	\$220.00
INSTALLKIT	WIRE, LOOM, FUSES, BREAKERS RELAYS, HEAT				1.00	\$150.00	\$0.00	\$150.00	\$0.00	\$150.00
	Parts Total:					\$1,072.00		Labor Total:	\$800.00	Job Total:
										\$1,872.00



**CITY
OF
SEABROOK**

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, MARCH 15, 2016

Submitter/Requestor: Cook

Date Submitted: 3/8/2016 3:23:34 PM

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)

ADDENDUM

documents

2015 contract

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

Funding Comments:

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Agenda Language:

Consider approval of an addendum to the contract with Food and Vine Time Productions for production services for Celebration Seabrook event for 2016-17. (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.)



To: Seabrook City Council
From: LeaAnn Dearman
CC: Robin Hicks, Gayle Cook
Date: March 15, 2016

Re: 2016 Celebration Seabrook

Please take a moment to review the attached documents.

Included you will find:

- 2015 Final Budget
- Forecasted Budget for Saturday, November 5, 2016
- Forecasted Budget for Sunday, November 6, 2016
- Presentation by Food and Vine Time Productions proposing a Sunday event addition
- Food and Vine Time 2016 Contract

At this time, we are requesting that you take the following into consideration:

- Consider and approve an increase HOT funding for the Saturday event by \$5,000 for a total of \$40,000.
- Consider and approve a Sunday event focused on art.
- If Sunday event is approved, consider and approve an additional \$10,000 expenditure from HOT funds as outlined within State HOT Guidelines for art related activities.
- Consider and approve the 2016 Food and Vine Time Contract.
- Consider and approve an amount not to exceed \$12,000 from General Fund to cover any event expenditures incurred that may not be covered by revenue received. On June 23, 2015 Council approved an amount not to exceed \$46,000 related to event expenditures that were not covered by revenue received, only \$11,300.40 of that was used.

FINAL BUDGET

2015 CELEBRATION SEABROOK

REVENUE	
Sponsors	\$65,050.00
Vendors	\$5,594.40
Food Providers	\$1,890.00
Online Ticket Sales	\$13,030.00
Walk Up CC Ticket Sales	\$7,491.30
Walk Up Cash Ticket Sales	\$9,840.00
Drink Tickets	\$16,501.00
Reimbursements	\$2,229.60
TOTAL	\$121,626.30

NOTES

Far exceeded sponsorship expectation - Forecasted \$27,500
 On target based on forecasted 35 vendors - however, reduced vendor fees were applied.
 Ticket sales exceeded expectations, however, reduced ticket fees were applied.
 Forecasted \$45,000 in ticket sales - Compared to \$30,361.30 actually received.
 Exceeded drink ticket expectation - Forecasted \$11,500
 Forecasted income totaled \$81,750.

EVENT EXPENDITURES	
Production Fees	\$35,000.00
Commissions	\$9,520.00
Alcohol	\$8,784.98
Entertainment	\$12,200.00
Kid Activities	\$6,259.29
Parking	\$400.00
Transportation	\$2,975.00
Rentals	\$37,875.69
Staffing	\$10,585.50
Supplies	\$2,314.26
Lease Agreements	\$200.00
Permitting	\$481.00
Insurance	\$4,660.00
Miscellaneous	\$1,670.98
TOTAL	\$132,926.70

Per according to the 2015 contract.
 Commission increase due to the sell of sponsorships and vendors.
 Increase due to increase sell of beer and wine - forecasted \$6,500.
 Lower than forecasted - forecasted at \$20,000
 Slightly higher than forecasted - forecasted at \$5,000.
 Parking needed to be added.
 Slightly higher than forecasted - forecasted at \$2,000.
 Higher than forecasted due to increase in sponsors and vendors - forecasted at approx. \$25,000.
 Lower than forecasted - forecasted at \$13,100
 Forecasted at \$2,308
 Lower than forecasted - forecasted at \$500.
 Lower than forecasted - forecasted at \$1,828.
 Lower than forecasted - forecasted at \$7,700.
 This unexpected cost was for hotel rooms for FVTP key staff and food for the band green room.
 Event expenses forecasted \$128,648 - higher due to increase in rental cost.

DIFFERENCE	-\$11,300.40
-------------------	---------------------

On 6/23/2015 Council approved the new city event and further develop the event using FY2014/2015 funds in amount not to exceed \$46,000 from the General Fund.

HOT EXPENDITURES	
Graphic Design	\$2,200.00
Printing	\$700.00
Promotional Items	\$1,750.36
Signage	\$3,419.00
Digital Advertising	\$375.00
Print Advertising	\$4,464.70
Radio Advertising	\$8,935.00
Social Media Advertising	\$997.00
Bulletin Boards	\$0.00
PR	\$8,000.00
Miscellaneous	\$111.86
TOTAL	\$30,952.92

On 6/23/2015 Council approved to use \$35,000 for the Hotel Occupancy Tax Fund for the promotion of the new event.

FORECASTED BUDGET - SATURDAY NOVEMBER 5

2016 CELEBRATION SEABROOK

REVENUE	
Sponsors	\$75,000.00
Vendors	\$7,500.00
Food Providers	\$2,000.00
Online Ticket Sales	\$15,000.00
Walk Up CC Ticket Sales	\$8,000.00
Walk Up Cash Ticket Sales	\$10,000.00
Drink Tickets	\$17,000.00
Reimbursements	\$2,500.00
TOTAL	\$137,000.00

NOTES

Expected increase by \$10,000 from last year.
Expected increase by \$2,000.
Expected increase by \$2,000.
Expected increase by \$500.
Expected increase by \$200.
Expected increase by \$500.

EVENT EXPENDITURES	
Production Fees	\$38,500.00
Commissions	\$10,000.00
Alcohol	\$10,000.00
Entertainment	\$8,000.00
Kid Activities	\$7,000.00
Parking	\$400.00
Transportation	\$3,500.00
Rentals	\$36,000.00
Staffing	\$11,000.00
Supplies	\$2,500.00
Lease Agreements	\$5,000.00
Permitting	\$481.00
Insurance	\$4,900.00
Miscellaneous	\$1,800.00
TOTAL	\$139,081.00

Slight increase per FVTP contract.
Slight increase with the expectation of increase sponsors and vendors.
Decrease from \$12,200 by having only one music stage.
Slight increase due to popularity.
Should remain about the same by removing the second music stage.
Increase in lease cost if leasing 2015 event property.

DIFFERENCE	-\$2,081.00
-------------------	--------------------

HOT EXPENDITURES	
Graphic Design	\$2,200.00
Printing	\$850.00
Promotional Items	\$1,800.00
Signage	\$4,500.00
Digital Advertising	\$400.00
Print Advertising	\$5,000.00
Radio Advertising	\$10,000.00
Social Media Advertising	\$1,000.00
Bulletin Boards	\$4,200.00
PR	\$9,000.00
Miscellaneous	\$150.00
TOTAL	\$39,100.00

Addition of bill board advertising.

FORECASTED BUDGET - SUNDAY NOVEMBER 6

2016 CELEBRATION SEABROOK

REVENUE	
Sponsors	\$5,000.00
Vendors	\$1,500.00
Food Providers	\$300.00
Online Ticket Sales	\$0.00
Walk Up CC Ticket Sales	\$0.00
Walk Up Cash Ticket Sales	\$0.00
Drink Tickets	\$0.00
Reimbursements	\$0.00
TOTAL	\$6,800.00

NOTES

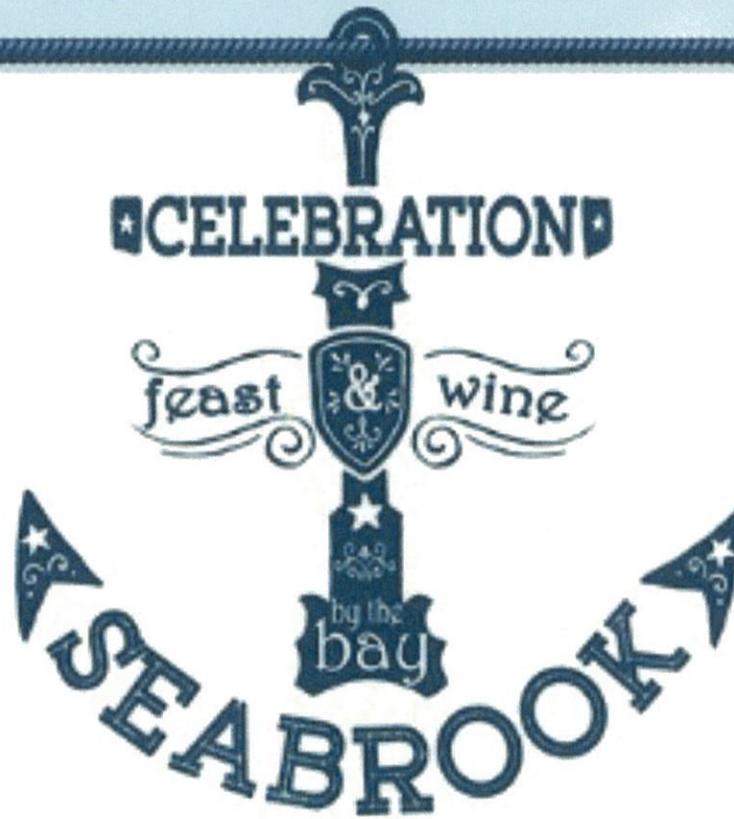
This would require a re-work of the sponsor deck with an upsell for a two day event.
Vendors available for sell-in.
Limited - possible local options only.
Artist - booths with registration waived fees/Artist - booths with registration waived fees

EVENT EXPENDITURES	
Production Fees	\$0.00
Commissions	\$1,000.00
Alcohol	\$0.00
Entertainment	\$0.00
Kid Activities	\$0.00
Parking	\$0.00
Transportation	\$2,975.00
Rentals	\$1,000.00
Staffing	\$2,400.00
Supplies	\$500.00
Lease Agreements	\$0.00
Permitting	\$0.00
Insurance	\$0.00
Miscellaneous	\$1,000.00
TOTAL	\$8,875.00

Based on 5k sales.

DIFFERENCE	-\$2,075.00
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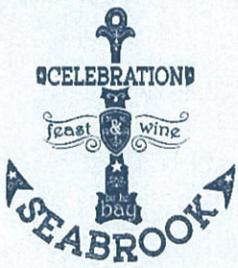
HOT EXPENDITURES	
Graphic Design	\$1,000.00
Printing	\$500.00
Promotional Items	\$500.00
Signage	\$1,000.00
Digital Advertising	\$400.00
Print Advertising	\$1,000.00
Social Media Advertising	\$500.00
Art Activities	\$3,800.00
PR	\$1,000.00
Miscellaneous	\$500.00
TOTAL	\$10,200.00



2nd Annual

Expanding to 2 Days in 🍷🍷🍷🍷

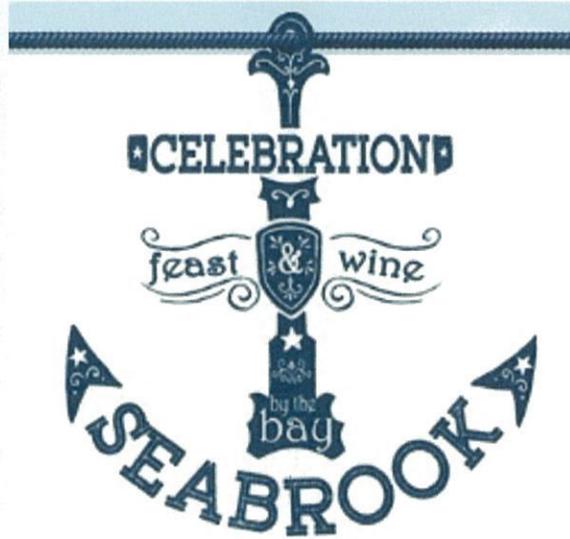




Two Day Concept

The Original intent of launching Celebration Seabrook was to create a multi-day destination event that encouraged persons to visit Seabrook to See, Stay, Dine and repeat See, Stay, Dine.

2016 will focus on the “Stay” part with a two-day experience



Day Two Concept Ideas for Activation

Art-oriented
Family Friendly
Free Event
Thematic Experiences



The Celebration Seabrook Pet Parade

Sunday, November 6, 2016

Seabrook Pet owners and their furry, scaled and feathered friends are invited to dress-up in their favorite costume and join the pet parade! Pet Parade entry is \$5 in advance per pet in advance and on the day of the event. All proceeds from pet parade entry will benefit the Seabrook Animal Shelter.





The Celebration Seabrook Pet Parade

Pet Parade Contest Categories:

- **Best Pet Costume** – the most all-around creative and elaborate pet costume. This award is for costumes of all types.
- **Best Costume – Duo or Group** – the best costumed duo or group of two or more in the Pet Parade. Get the whole family involved.
- **Best of Show (opportunity to be Grand Marshal at 2017 Celebration Seabrook Pet Parade)** – Awarded to the absolute show-stopping, best costume of the Pet Parade. This award is given to the best of the best, and the winner is invited to join us and lead at next years Celebration Seabrook Pet Parade

Awards are bragging rights and your pet parade photo on the Celebration Seabrook after the event to recognize you as an award winner.

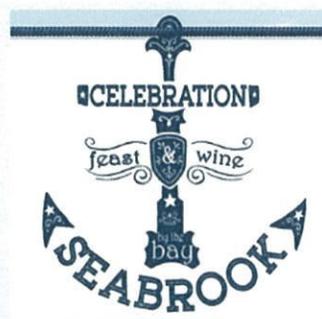


The Celebration Seabrook Pet Parade

Pet Parade Costume Contest Rules: Each pet entry is eligible for entry into the Pet Parade contest. Winners are selected by an esteemed panel of judges and will be announced at the end of the parade at the Pet Parade Celebration Award Ceremony. Pet Parade participants wishing to enter the contest must visit the judging pane; between 1:00pm-2:30pm.

All Judges' decisions are final.



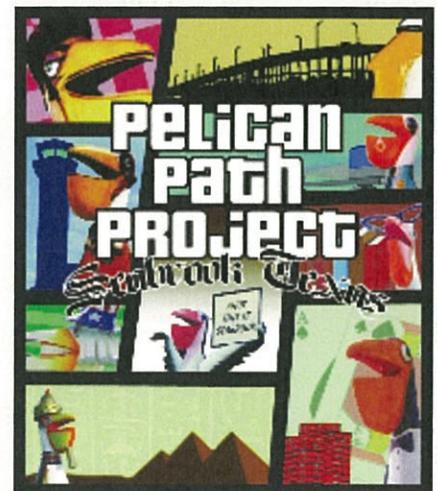


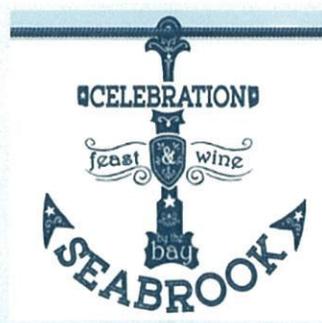
Art – Artworks – Kid Art

The Monster Mural either table top size or Wall Size



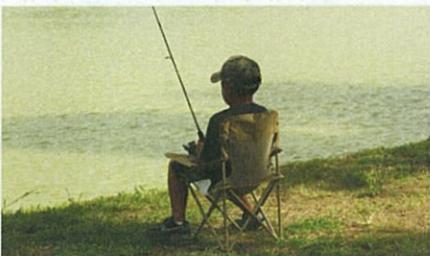
Paint a Pelican that goes on Pelican Path





Family Fun

Kid Fish

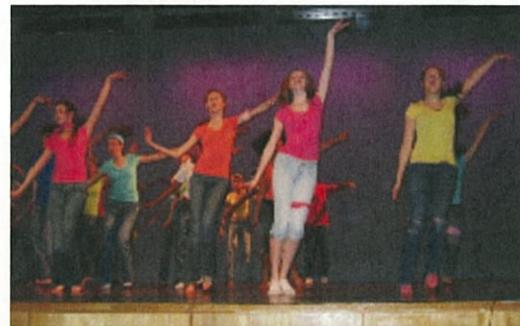


Yarn Bombing
Seabrook during
the festival



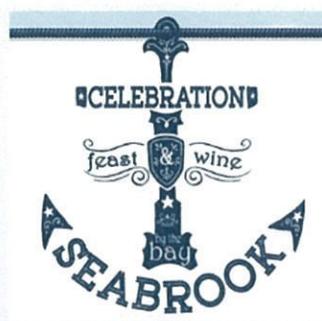
Hands-On and Participatory Experiences

Seabrook Area Dance Studio with performances or tutorial

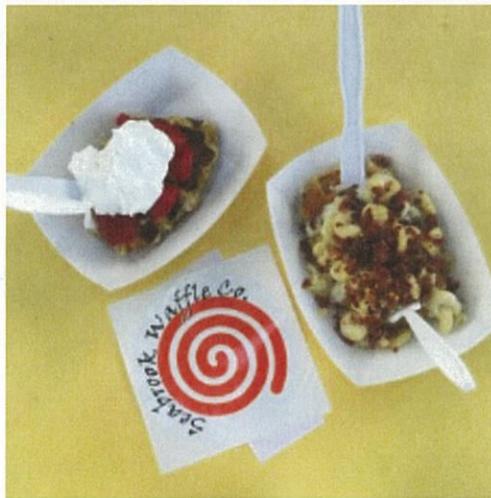


Instrument Petting Zoo





Kid Friendly Food Vendors



Custom Confections

Kona Ice

Seabrook Waffle Co.

Donald's Donuts

Popcorn Vendor

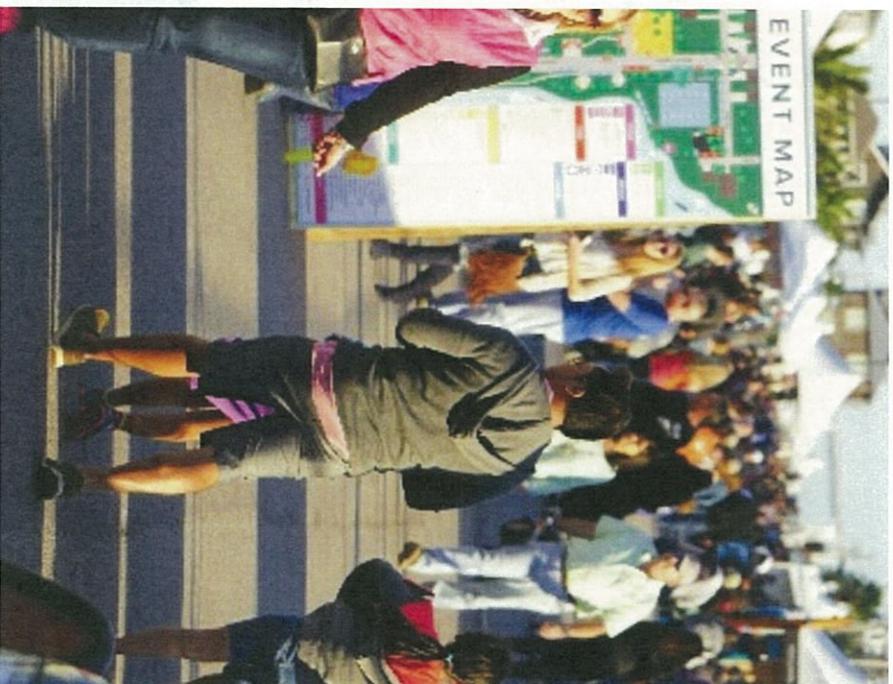
Frosted Betty

Snow Cream Man
or Snow Cone Express

Lemonade Vendor



Driving Attendance And Building a Legacy





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 18 day of August, 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.

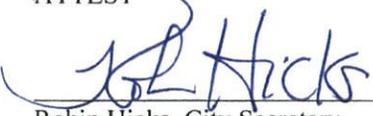
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF SEABROOK

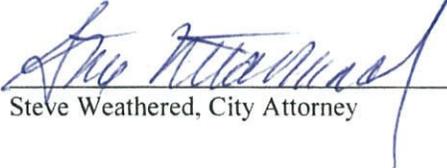


Gayle Cook, City Manager
Date: July 28, 2015

ATTEST


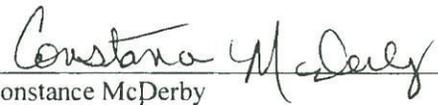
Robin Hicks, City Secretary

APPROVED AS TO FORM:

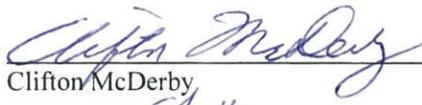


Steve Weathered, City Attorney

Food and Vine Time Productions



Constance McDerby
Date: 8/18, 2015



Clifton McDerby
Date: 8/18, 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	
1001	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	
1002	Venue, Rentals & Supplies
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

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

1004	Alcohol			
1004-01	Beer			\$1,500
1004-02	Wine			\$5,000
				\$6,500

1005	Permits, Insurance			
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

1006	Labor & Additional Expense			
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

1007	CONTRACTOR Fees			
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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First Addendum to Agreement

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

Celebration Seabrook, November 2016

THIS ADDENDUM, (“2016 Addendum” or “Addendum”), is made and entered into this ____ day of _____, 2016 (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 (“Contractor”) whose principal business address is 13518 N. Tracewood Bend, Houston, TX 77077. The purpose of this 2016 Addendum is to modify the “Professional Services Agreement with the City of Seabrook & Vine Time Productions,” with referenced effective date of August 18, 2015 (“Original Agreement”), and incorporate all prior provisions of the Original Agreement previously approved by the Parties not in conflict with the related modifications contained hereafter. This Addendum incorporates by reference the Original Agreement and shall be attached to this 2016 Addendum as **Exhibit C**, and incorporated by reference therein.

RECITALS

WHEREAS, it is the desire of Contractor and City, (collectively the “Parties”) for the Original Agreement to remain in full effect and force unless a modification is listed in this Addendum, to address a festival event of the City in November 2016 (“2016 Event” or “Event”); and

WHEREAS, Exhibit A-2016 Event, attached to this Addendum outlines the budget for the 2016 Event; and

WHEREAS, Exhibit B-2016 Event, to the Addendum outlines the Scope of Services; and

WHEREAS, the Parties desire to extend the term of the Agreement by this Addendum to March 31, 2017, and

NOW, THEREFORE, for good and valuable consideration, the Parties agree to modify the following parts of the Original Agreement, and these revisions shall be made valid and effective as if they are included in the Original Agreement:

- Section 1, (a) (ii)
- Section 1, (e) – New Section not in Original Agreement
- Section 2, (a)-(c)
- Section 2, (f) – New Section not in Original Agreement
- Section 3, (a)
- Section 4, (a)
- Exhibit A, Scope of Services
- Exhibit B, 2016 Event (budget)
- Exhibit C, Original Agreement

1. SERVICES; DELIVERABLES.

a. Services

- 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.~~

ii. Additional events on Friday or Sunday surrounding the main event date shall be approved by City Council with the approved budget as outlined in Exhibit B for Original Agreement and any subsequent year that an Addendum is approved.

e. Financial Software Applications.

Any financial web based software associated with the event in which data can be reported or extracted for financial and statistical information pertinent to the City. The contractor shall provide login credentials and privileges to the City. The contractor shall also provide financial reports as requested by the City.

2. FEES AND REIUMBURSEMENTS TO CONTRACTOR

- a. Production Fee. The name “Celebration Seabrook” is exclusively 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 |
| • <u>2016 \$38,500</u> | <u>November 5, 2016</u>
<u>November 4 and/or 6, 2016 (Optional, if approved by budget)</u> |
| • 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 (**Exhibit B – 2016 Event**) 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 has approved operating costs associated with the operation of the Event as limited in **Exhibit B-2016 Event**.

c. Deposits and Reimbursements:

The proposed budget in **Exhibit B-2016 Event** for the November 5, 2016, event was approved by City Council upon execution of this Addendum. If the actual cost of the services is less than the proposed budget in **Exhibit B- 2016 Event**, 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.

f. State of Texas Reporting Requirement

In 2015, the Texas Legislature adopted HB 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into contracts with a business entity unless the business entity submits a disclosure of interested parties (HB 1295) to the governmental entity at the time the business submits the signed contract to the governmental entity. The Texas Ethics Commission has adopted the rules requiring the business entity to file Form 1295 electronically with the Commission. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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-2016 Event" or approved attachments thereto.

4. TERM AND TERMINATION.

- a. Term. The Term of this 2016 Addendum to the Agreement shall be from the Effective Date until March 31, 2107, unless the Term is extended in writing by the parties and all Services shall be completed to the City's satisfaction.,

CITY OF SEABROOK

ATTEST

Gayle Cook, City Manager

Robin Hicks
City Secretary

Approved as to form:

Steve Weathered, City Attorney

Food and Vine Time Productions

Signature

EXHIBIT A – SCOPE OF SERVICES- 2016 EVENT

Contractor/FVTP Provides

1. Operation budget / Proforma for approval by FVTP & City of Seabrook
 2. Staffing/event execution/management and volunteer coordination
 3. Beverage procurement and possibility of wine donation / facilitation of both events
 4. Coordination of volunteers as provided by FVTP & City of Seabrook
 5. Set-ups/tasting equipment/turnkey materials needs
 6. Recruitment of food trucks
 7. Advertising Partners/ad placement/ Public relations in conjunction with City of Seabrook approval
 8. Band selection and details in conjunction with City of Seabrook
 9. Security officer contracts with payment of security to jointly approved budget
 10. FVTP will be responsible for event set-up/breakdown and the City of Seabrook 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 of Seabrook (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 of Seabrook and FVTP)
 16. Maintain and update website and social media content
 17. Training session for volunteers
 18. Coordination with City of Seabrook 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 of Seabrook, charity benefactor and sponsors
 24. E-Blast to FVTP 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
 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- 2016 EVENT (Continued)

City of Seabrook 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 will designate a local 501C3 benefactor for pass-through of alcohol donation facilitation with 3rd party charity benefactor. Guidance in selecting appropriate charity. FVTP will work with City of Seabrook 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 FVTP an artisans/vendors list
9. Support of pre-event ticket sales
10. E-blasts and social media support by City of Seabrook
11. Coordination with FVTP 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 of Seabrook
14. Support with public relations and press release coverage pre & post event as led by FVTP event champion
15. 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 of Seabrook and FVTP) **A written notification will be made to the City upon approval of a sponsorship with initial designation of how the commission will be designated and if there are any splits appropriate.**
16. 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.

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. **A written notification will be made to the City upon approval of a sponsorship with initial designation of how the commission will be designated and if there are any splits appropriate.**

EXHIBIT B – 2016 EVENT

EXHIBIT C – ORIGINAL AGREEMENT

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	
34	OPEN/IN WORK	2/5/2016			City Manager				Tabled item on rezone of property at Old Hwy 146 and Red Bluff	

March 2016

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 5:00pm	<i>4</i>	<i>5</i>
<i>6</i>	<i>7</i>	<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> PZ 7:00pm	<i>18</i> Lucky Trail Marathon	<i>19</i> Lucky Trail Marathon
<i>20</i> Lucky Trail Marathon	<i>21</i>	<i>22</i>	<i>23</i>	<i>24</i>	<i>25</i> Good Friday— City Offices Closed	<i>26</i> Easter Egg Hunt
<i>27</i> Easter	<i>28</i>	<i>29</i>	<i>30</i>	<i>31</i>		

April 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 Trash Bash 2016
3	4	5 Regular City Council Meeting 7:00pm	6	7 Open Space & Trails 5:00pm	8	9
10	11	12	13	14 EDC 7:00pm	15	16
17	18	19 Regular City Council Meeting 7:00pm	20	21 PZ 7:00pm	22	23 Keels and Wheels
24 Keels and Wheels	25	26	27	28	29	30